

## **Finance and Administration Committee**

### **MEETING AGENDA**

**August 16, 2021**

**1:15 PM to 3:15 PM**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 PM on August 16, 2021** as a Webex meeting, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

### **AGENDA**

#### **I. Call To Order**

#### **II. Approval of Minutes**

#### **III. Consent Items**

- A. [Airport's Joint Resolution](#)
- B. [AssetWorks M5 Annual Support and Upgrades](#)
- C. [Council Confirmation of Mayoral Appointees \(3\)](#)
- D. [Ordinance Allowing Amendments to SMC Regarding Department Titles](#)
- E. [Rubicon Global, LLC Annual Software Renewal and Additional Vehicle Tablet/Pods Purchases](#)
- F. [Value Blanket for Battery Systems Expenditure Increase](#)

#### **IV. Discussion Requests**

- |   |                   |
|---|-------------------|
| A. <a href="#">SBO for Police Reform State Funding (5 min.)</a>         | Paul Ingiosi      |
| B. <a href="#">SBO for Public Safety Reserve for Equipment (5 min.)</a> | Michelle Hughes   |
| C. <a href="#">SBO for PMO Consulting Services (5 min.)</a>             | Dusty Fredrickson |
| D. <a href="#">Amendment for PMO Consulting Services (5 min.)</a>       | Dusty Fredrickson |
| E. <a href="#">SBO for Facilities Administration Request (5 min.)</a>   | Jeff Teal         |
| F. <a href="#">SBO for Facilities Maintenance Program (5 min.)</a>      | Jeff Teal         |
| G. <a href="#">SBO for Cooling, Warming and Hazard Events (5 min.)</a>  | Jacob Miller      |

- H. [SBO for Emergency Shelter Contract Extension \(Truth Ministries\) \(5 min.\)](#) Margaret Hinson
- I. [Contract Extension for Emergency Shelter \(Truth Ministries\) \(5 min.\)](#) Margaret Hinson
- J. [Sole Source Contract for Pomegranate Associates \(5 min.\)](#) Shauna Harshman
- K. [2014-2019 ADA/Section 504 Transition Plan \(5 min.\)](#) Meghann Steinolfson

#### V. Committee Briefs

- A. [Additional Personnel Holiday Hours Report \(10 min.\)](#) Meghann Steinolfson
- B. [Mental Health Crisis Stabilization Facility Financial Update \(15 min.\)](#) Ariane Schmidt
- C. [Sheltering Update \(15 min.\)](#) Tonya Wallace
- D. [Take-Home Vehicle Report \(10 min.\)](#) Tonya Wallace

#### VI. Standing Topic Discussions

- A. [Monthly Financial Reports \(5 min.\)](#) Paul Ingiosi

#### VIII. Adjournment

The next Finance and Administration Committee meeting will be on **Monday, September 20, 2021 at 1:15 PM.**

*AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also 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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@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.*

*“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future” – Alexa Von Tobel*

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**July 19, 2021 – DRAFT**

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**Attendance**

Council Member Betsy Wilkerson, Council Member Candace Mumm, Council President Breean Beggs, Council Member Karen Stratton, Council Member Kate Burke, Council Member Lori Kinnear, Council Member Michael Cathcart, Tonya Wallace, Jacob Hensley, Paul Ingiosi, Patrick Jones, Hannahlee Allers, Mark Carlos, and Amie Blain

**I. Call to Order**

This meeting started at 1:20 p.m. and was conducted through Webex.

**II. Approval of Minutes**

Meeting Minutes for June 21, 2021 were approved.

**III. Consent Items Approved without Discussion:**

- A. Contract Renewal for Sewer Pipe Root Control
- B. SBO for Engineering Relocation SIP Loan Housekeeping

**IV. Discussion Requests**

- A. 2021 Residential Grind & Overlay (South) Project – Dan Buller  
Dan Buller explained this is an annual project, and that the north half will be requested at a later date. These were separated into two different projects. Please see documents submitted to the committee.
- B. New Contract for Intermodal Landscaping – Jeff Teal  
Jeff Teal advised this is a landscaping project to remove a retaining wall, grind the wall down to the street level, raise trees, and include basalt and lower plantings to maintain attractiveness. Jeff confirmed this does not include a parking lot and related fencing, and it is solely for CPTED. Please see documents submitted to the committee.

**V. Committee Briefs**

- A. Business Improvement District Waiver – Tonya Wallace  
Tonya explained this is for the Mayor to waive penalties and fees. The financial impact is anticipated to be less than \$10,000, and hopefully less than \$2,000. CM Stratton and Tonya discussed assisting businesses regarding negative economic impact support. Tonya advised this will be discussed in the near future. CM Wilkerson asked if a more definite cost has been determined, and Tonya advised the final amount can be brought forward to the Council once that information is available. Please see documents submitted to the committee.
- B. ARPA Review – Tonya Wallace  
Tonya presented and advised additional information has been made available since this was presented to the Mayor's Cabinet a few weeks prior. The first interim report on expenditures by category through July 31, 2021, is due by August 31, 2021. Quarterly project and expenditure reports are due through December 31, 2026. The US Treasury closed the comment period on Friday, July 16, and it has 30 days to review comments and make changes to guidelines. CM

Mumm requested clarification regarding program and project evaluation. Tonya advised this evaluation relates to eligibility. CM Stratton requested a timeline on when City Council and Administration may begin meeting to discuss this grant. Tonya advised a meeting should be able to take place within the next few weeks. CM Wilkerson requested additional information regarding next steps and clarity on community engagement and how that is defined going forward. Tonya explained other areas, such as King County, are required to provide performance reports as well. They are allocating funds into buckets. This doesn't mean money is on the streets, but Administration can begin to complete the work to service the needs within those buckets. They are using a proposal questionnaire, and each proposal is reviewed by a compliance team, and an outside council. The compliance team issues a memo and sends to the Risk team for an evaluation. A risk mitigation review is then completed. Tonya presented a set of questions included within King County's proposal questionnaire. Please see the attached presentation and documents submitted to the committee.

- C. Quarterly Economic Brief – Dr. Patrick Jones  
Dr. Patrick Jones presented. CM Stratton advised that two popular restaurants are closing on weekends due to lack of employees. She is interested to see how these businesses are able to survive in the future. Dr. Jones suggested a reason may be related to employees deciding to not continue in the restaurant industry. CM Stratton suggested this can impact neighborhoods. CM Mumm mentioned that child care has closed, and Amazon is a competitor for employees. She also mentioned the female labor market is impacted. Please see the attached presentation.

Quarterly Investment Brief – Jake Hensley  
Jake Hensley presented. CP Beggs asked if the contingency reserves are from SIP loans. Tonya Wallace explained reserve balances are in place, and they do not equal cash or investments. She explained the reserve balances sit in equity. CM Mumm advised she will work with CP Beggs to dive deeper into understanding this at a later time. Please see documents submitted to the committee.

## **VI. Standing Topic Discussions**

- A. Monthly Financial Reports – Paul Ingiosi  
Please see attached presentation and documents submitted to the committee.

## **VII. Adjournment**

The meeting was adjourned at 3:01 p.m. The next meeting is scheduled for August 16, 2021 at 1:15 p.m.

Prepared by:

Amie Blain

Approved by:

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Chair  
Council Member Betsy Wilkerson

For further information contact: Amie Blain, 509-625-6585





# American Rescue Plan

Overview

June 3, 2021

# Topics



Breakdown of ARP



Local ARP Funding



Eligible Uses and  
Limitations



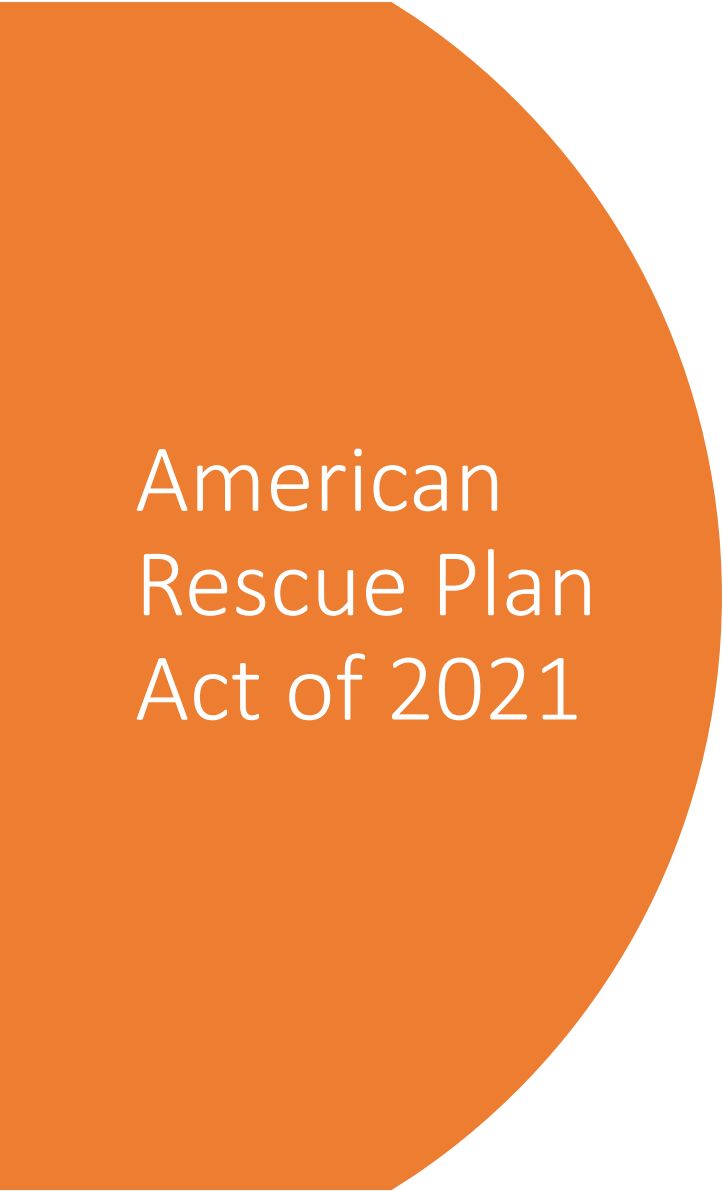
City Service  
Restoration  
Process




Community  
Support Allocation  
Process

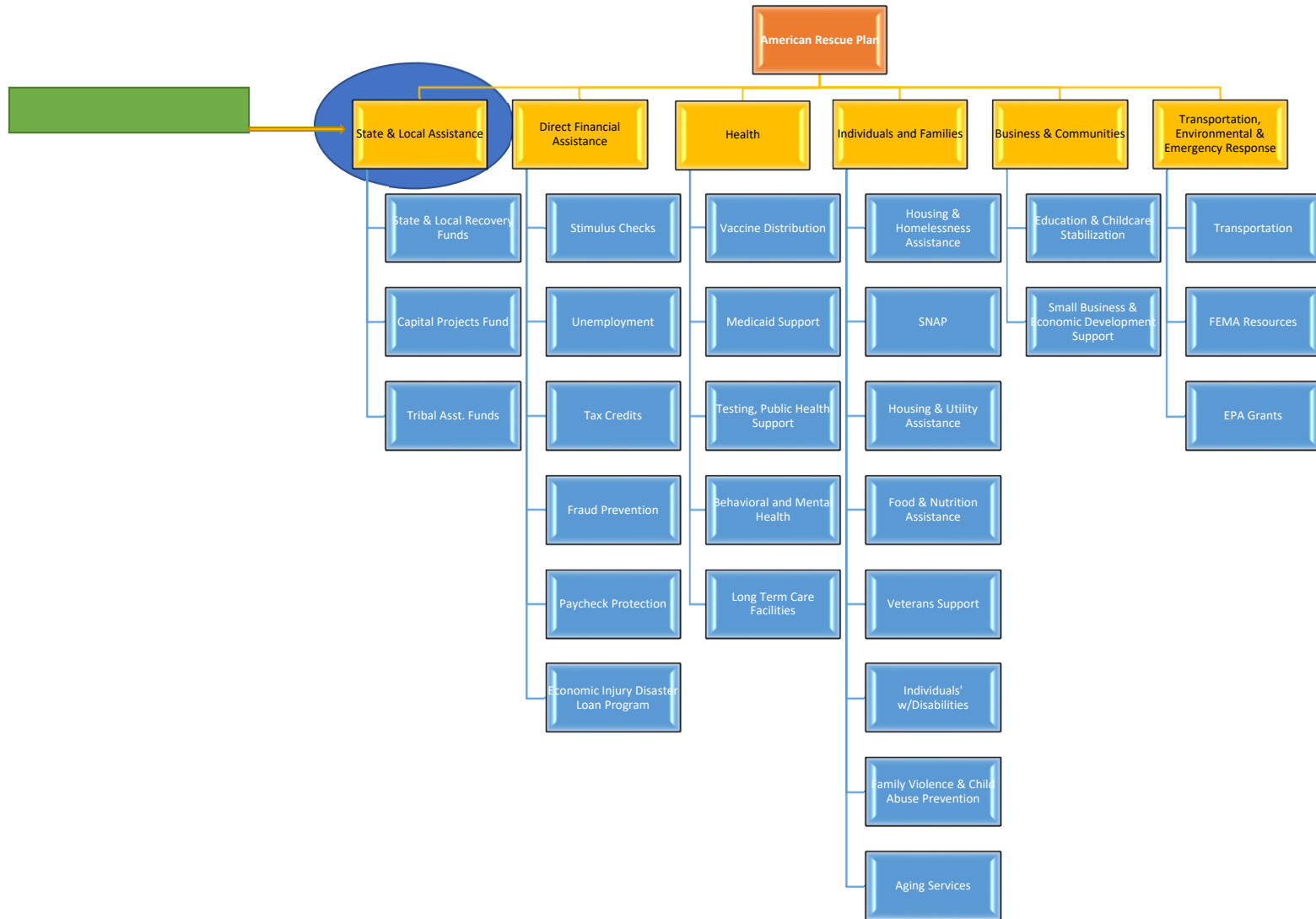


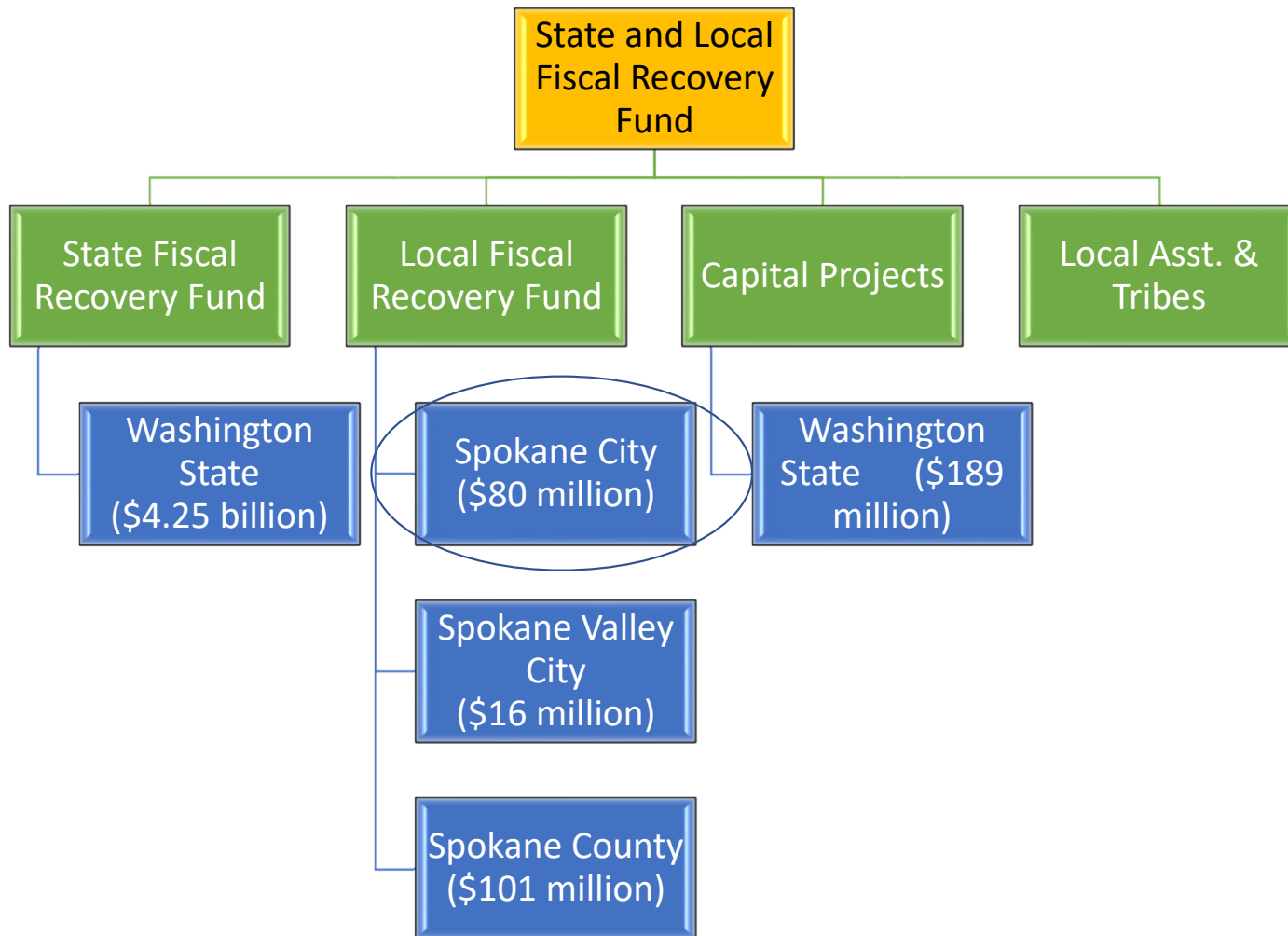
Progress and  
Reporting

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# American Rescue Plan Act of 2021

- State & Local Fiscal Recovery Funds
  - Direct Financial Assistance
  - Assistance to Individuals, Families
  - Education & Childcare Assistance
  - Health
  - Transportation
  - Other Programs
- 
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# Local Funding Eligible Uses

\$80 million



Respond to Public Health Emergency



Respond to Negative Economic Impacts &  
Hardest Hit Populations



Water, Sewer & Broadband Infrastructure



Premium Pay for Essential Workers



Address Impact of General Government  
Revenue Losses

## ✓ Respond to Public Emergency

- **Services and programs to contain and mitigate the spread of COVID-19**
  - Vaccines, medical care, testing, contact tracing, health care capacity, public health data systems, and other public health responses
- **Services to address behavioral healthcare needs exacerbated by the pandemic**
  - Mental health treatment, substance treatment, behavioral health services, hotlines, crisis intervention, outreach services
- **Payroll and covered benefits expenses for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response.**



## Respond to Negative Economic Impact\*

- **Assistance to workers and families.**
  - Aid to unemployed workers and job training, aid to households facing food insecurity, housing issues (rent, mortgage, utility assistance), such as legal aid to prevent eviction or homelessness, and other financial insecurities due to COVID-19, and survivor's benefits for family members of COVID-19 victims.
- **Supporting small business.**
  - Address financial challenges caused by the pandemic, such as supporting payroll and benefit costs to retain employees and make investments to prevent spread. Provide financial assistance via loans, in-kind, and counseling programs to help small businesses rebound.
- **Speeding the recovery of tourism, travel, and hospitality sectors.**
- **Building public capacity to implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.**

*\* May NOT use funds for general economic development, workforce development, or general infrastructure except as described above.*

*\* The City must maintain records to support its assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.*





# Serve Hardest-hit Communities & Families\*

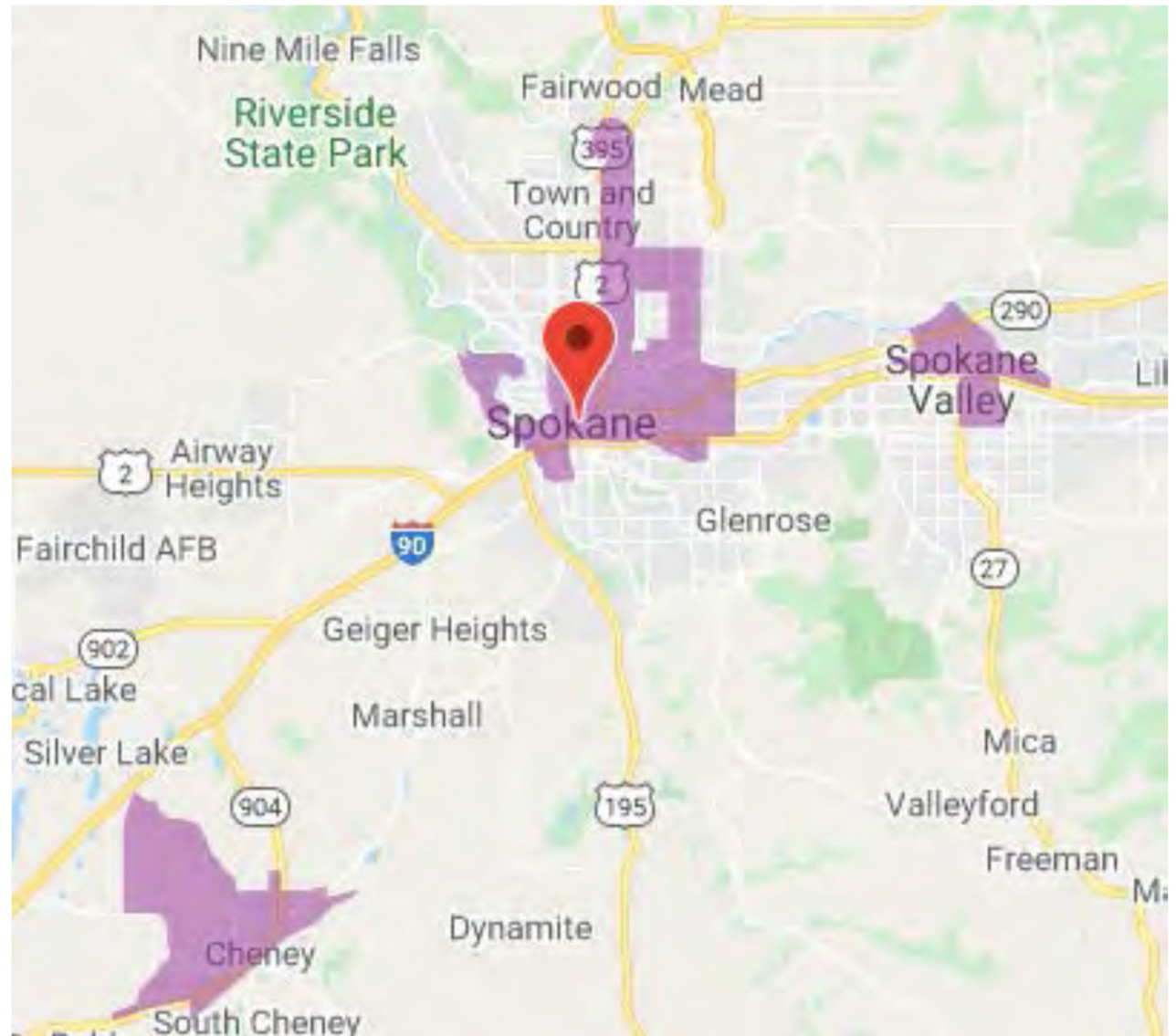
- **Address health disparities and social determinants of health.**
  - Fund community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs.
- **Invest in housing & neighborhoods.**
  - Address services for individuals experiencing homelessness, affordable housing development, housing vouchers, and residential navigation for moves to high economic opportunity neighborhoods.
- **Address educational disparities.**
  - New or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational tutoring or afterschool programs and services to address social, emotional, and mental health needs.
- **Promote healthy childhood environments.**
  - New and expanded high-quality childcare, home visiting programs, and enhances services for child welfare-involved families and foster youth.

\* Within Qualified Census Tract (QCT), families living in a QCT, or provided by a Tribal government.

\* The City may provide funding to other populations, households, or geographic areas disproportionately impacted by the pandemic, but must retain records of assessment.

## Qualified Census Tracts in Spokane County (HUD)

- ✓ Health disparities
- ✓ Housing
- ✓ Educational disparities
- ✓ Early childhood environments



# Investment in Infrastructure\*

- **Water & Sewer Infrastructure**

- Includes clean drinking water and services for the collection and treatment of wastewater and stormwater.
- Building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines.
- Construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facility water reuse, and secure treatment works.
- Support efforts to address climate change, such as green infrastructure investments and projects to improve resilience to effects of climate change (rain gardens, green streets, etc.)

- **Broadband**

- Infrastructure investment to provide adequate speeds and to unserved or underserved households and businesses.
- Deliver, upon completion, speeds of 100 Mbps. There are some exceptions. Fiber optics encourages where feasible.

*\* Encouraged to have strong labor standards, project labor agreements and community benefit agreements that offer wages at or above the prevailing wage and include local hire provisions.*

*\* US Treasury will provide more guidance and instructions on reporting requirements later.*



## Premium Pay \*

- **Provide premium pay to essential workers for heightened risk.**
  - ✓ Staff at nursing homes, hospitals, and home-care settings
  - ✓ Workers at farms, food production facilities, grocery stores, and restaurants
  - ✓ Janitors and sanitation workers
  - ✓ Public health and safety staff
  - ✓ Truck drivers, transit staff, and warehouse workers
  - ✓ Childcare workers, educators, and school staff
  - ✓ Social service and human services staff

*\* The City will need to justify an increase of a worker's total pay above 150% of the greater of the state or county average annual wage. Aggregate amount not to exceed \$25,000.*

*\* Can be retroactive to start of pandemic.*

*\* Essential work, or work needed to maintain the continuity of operations, is defined as involving regular in-person interactions or regular physical handling of items that were also handled by others.*

*\* Additional reporting requirements for grants to third-party employers, including public disclosure.*



## General Government Services (Limited to revenue loss) - Definition

- Intended to provide government services or avoid cuts in government services.
- “General revenue” is defined as those from taxes, charges, and miscellaneous revenue from own sources. *Does not include utilities.*
- Calculated on an entity-wide basis based on revenue source relative to the most recent fiscal year prior to the pandemic.
- Calculated revenue loss is assumed to be due to the pandemic – no need to prove that it was due to the pandemic.
- Assumed growth from last full year of revenue is the greater of 4.1% or 3-year average annual growth rate.



# Spokane Revenue Loss Calculation – 1<sup>st</sup> Year

## **Formula:**

(Base year revenue \* growth rate) = Counterfactual Revenue  
Counterfactual Revenue less Actual Revenue = Revenue Loss

## **Calculation:**

Counterfactual Revenue = \$302,498,381

2020 Actual General Citywide Revenue = \$280,782,890

Average Annual Growth Rate of last 3 Pre-COVID Fiscal years = 4.43%

**1st Year Revenue Loss Limit = \$21,600,000**

*Years 2 - 4 calculations to be determined and will increase the Revenue Loss Limit*



## General Government Services – Eligible Uses

- Provision of government services
- Maintenance & pay-go funded building of infrastructure, including roads
- Modernization of cybersecurity
- Health services
- Environmental remediation
- School or educational services
- Provision of fire, police, and other public safety services.

*The City is not allowed to use the funds for payment of debt, deposits to pensions, replenishment of financial reserves, or revenue reductions from legislative action. Limited to amount of revenue lost per formula.*

# CARES vs. ARPA – Local Funding

Code of Federal Requirements (CFR)	CARES	ARPA
Part 25: Universal Identifier and System for Award Management	Optional	Required
Part 170: Reporting Subaward and Executive Compensation Information	Excluded	Required
Part 180: OMB Guidelines to Agencies on Governmentwide (non-procurement) and Treasury's Implementing Regulation at 31 CFR Part 19	Excluded	Required
Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)	Mostly Excluded	Required, limited exclusions
Subpart A: Acronyms and Definitions	Excluded, except by reference	Included
Subpart B: General Provisions	All Excluded	All Included, 100-113
Subpart C: Pre-Federal Award Requirements and Contents of Federal Awards	All Excluded	Included, 200-216, Some exclusions
Subpart D: Post Federal Award Requirements	All Excluded, except internal controls and subrecipient monitoring and reporting	Included with emphasis on T&C, Conflict of Interest, and Remedial Actions by Treasury. Some exclusions.
Subpart E: Cost Principles	All Excluded	All Included



# General Compliance Guidelines

## **Uniform Administrative Requirement**

- Generally subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance)
- Implement (and document) robust internal controls and effective monitoring to ensure compliance

## **Administrative Costs**

- Supporting effective management and oversight
- Ensuring compliance with legal, regulatory, and other requirements
- Including consulting costs

## **Cash Management**

- Local Funds can be placed in interest-bearing accounts
- Interest does NOT need to be remitted to US Treasury
- Interest is NOT subject to Local Funds eligible uses

# General Compliance Guidelines

## **Equipment & Real Property**

- Must be used for originally authorized purpose

## **Procurement**

- Defined by Uniform Guidance – procedure documentation outlined

## **Program Income**

- Does not prohibit program income
- Additional guidance pending on uses and regulation

## **Recordkeeping Requirements**

- Maintain records and financial documents for 5 years after program
- Recipients must provide these documents upon request

# General Compliance Guidance

## **Civil Rights Act Compliance**

- Ensure no discrimination on basis of race, color, national origin, disability, age, or sex
- Signed assurance when requesting funds
- Provide annual information on compliance

## **Subrecipients and Subawards (Internal Controls)**

- Manage and monitor subrecipients for compliance
- Identify for subrecipient
  - Subaward for Local Funds
  - Compliance requirements for use
  - Reporting requirements
- Evaluate risk of noncompliance
- Develop written process/procedures for monitoring and risk assessment

# General Reporting Requirements

- First interim report on expenditures by category through July 31<sup>st</sup> is due by **August 31, 2021**.
- Quarterly Project & Expenditure reports after the interim report through Dec. 31, 2026.
- Negative Economic Impact Assessment Reports.
- If applicable, assessment reports of other populations hard hit outside of a QCT.
- Qualified infrastructure investment reports (TBD).
- Premium pay documentation.

# Administration & Processes

- Administration requirements:
  - Administrative support for program or project evaluation, fund distribution, monitoring, and reporting
  - Possible consultation needs
- Key Processes:
  - Unmet Needs Assessment – *Community Engagement Plan*
  - Funding Request Process
  - Funding Evaluation Process
  - Approval Process
  - Administration, Monitoring & Reporting Process

## Immediate Next Steps

- Adopt the framework resolution to demonstrate the City's intent to have a collaborative and thoughtful process for the best overall benefit of the community. *June*
- Create an administrative structure that supports the City in the deployment of funds and administers the reporting requirements to the US Treasury. *June - September*
- Identify a process that will inform elected officials and regional leaders on the unmet needs resulting from COVID-19. *June-December*

# City of Spokane Quarterly Economic Indicators

Q2, 2021

July 15, 2021



**EASTERN**  
WASHINGTON UNIVERSITY

start something **big**

# Overview

- Goal: to provide insights about important City trends via data with higher frequency than annual updates
- Track indicators in the following categories (# of indicators):
  - In-migration (1)
  - Employment (9)
  - Residential construction (4)
  - Non-residential construction (2)
  - Taxable sales & revenue (5)
- Local indicators are for the City of Spokane, unless noted

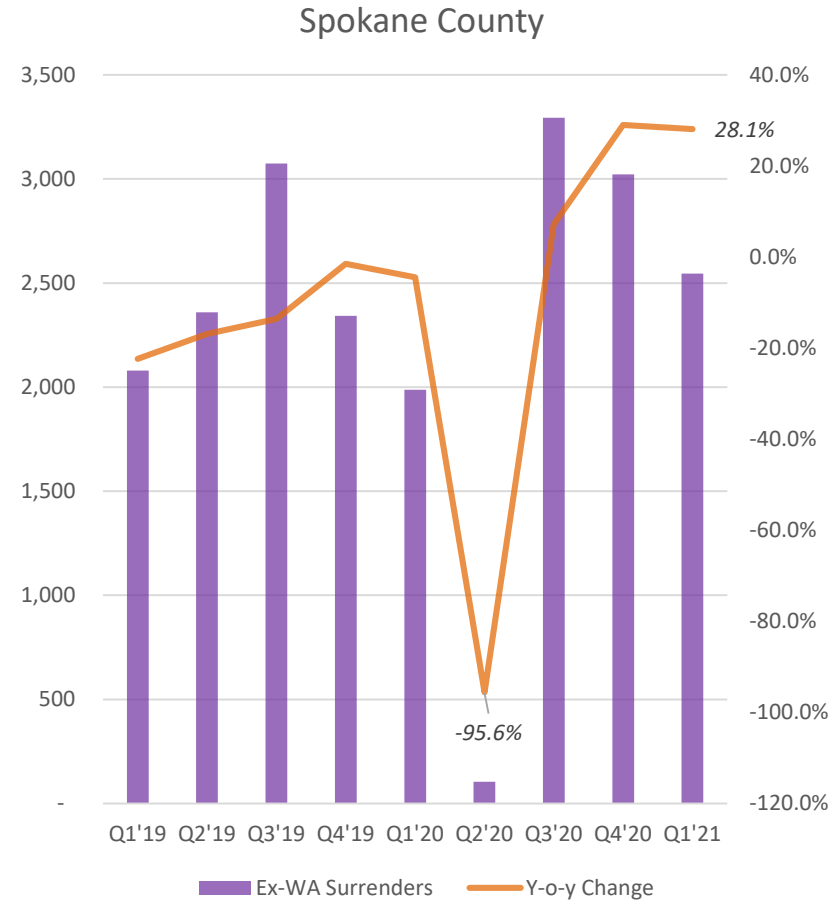


## Population

# Drivers license surrenders: A measure of in-migration

- Tracks those moving to the county from out-of-state
- Doesn't capture in-state moves, nor those Spokane residents who move out
- Data available by state
- Large rebound in the second half of 2020, continuing into Q1 2021

Source: WA Department of Licensing

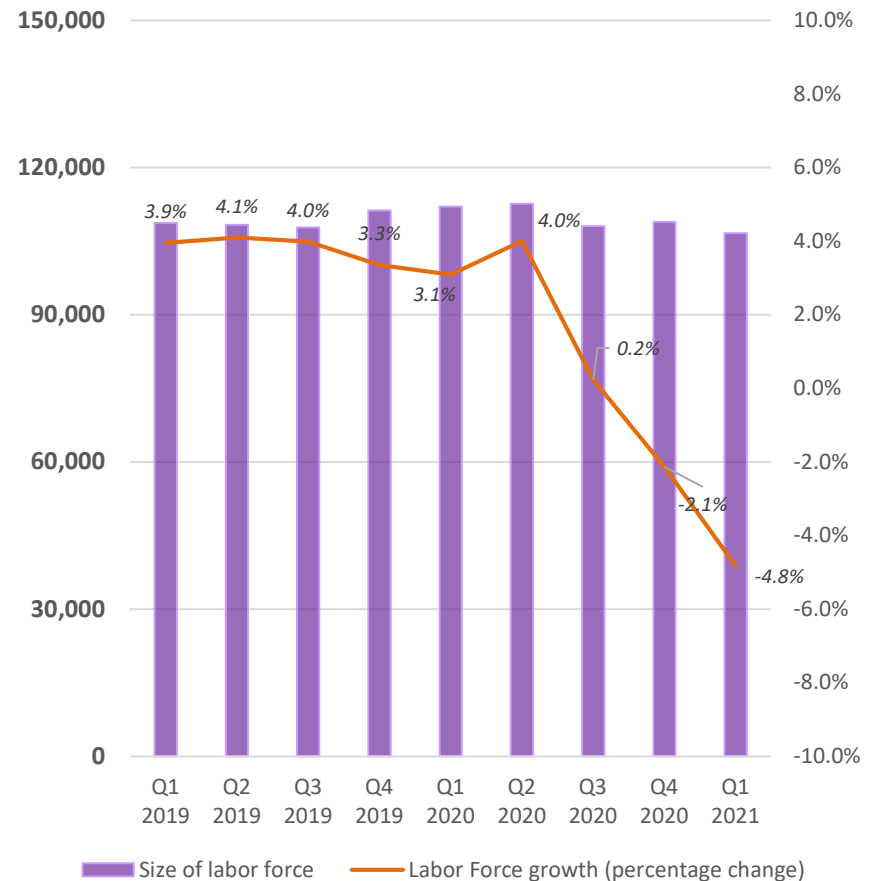


## Labor market

# Size of the labor force & year-to-year change

- Civilian labor force (CLF) is the sum of those employed plus those unemployed and actively looking for work
- A slight uptick in the CLF in Q2 2020 due to entrants attempting to supplement lost incomes.
- Most of 2019 & first two quarters of 2020 saw CLF increasing around 3.5-4% from previous year.
- Both Q4 of 2020 & Q1 of 2021 saw a negative rate of change from the previous year.

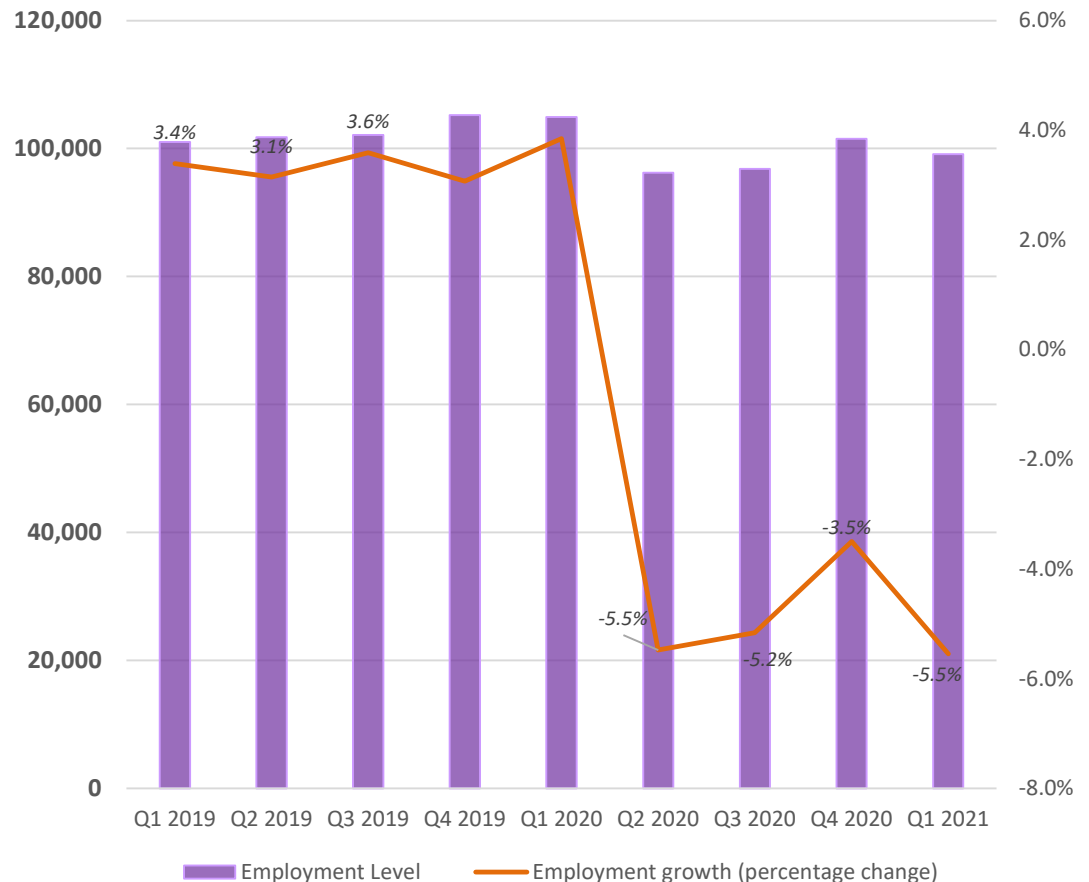
Source: Local Area Unemployment Statistics (LAUS)



## Labor market

# Number of jobs & year-to-year change

- Total employment dropped precipitously from March to April, 2020 due to stay-at-home directives (pandemic).
- Both Q4 of 2020 & Q1 of 2021 show the start of a return to previous pre-Covid levels of employment.
- Since April 2020, employment levels stabilized and even risen slightly but still have not returned to pre-Covid levels.

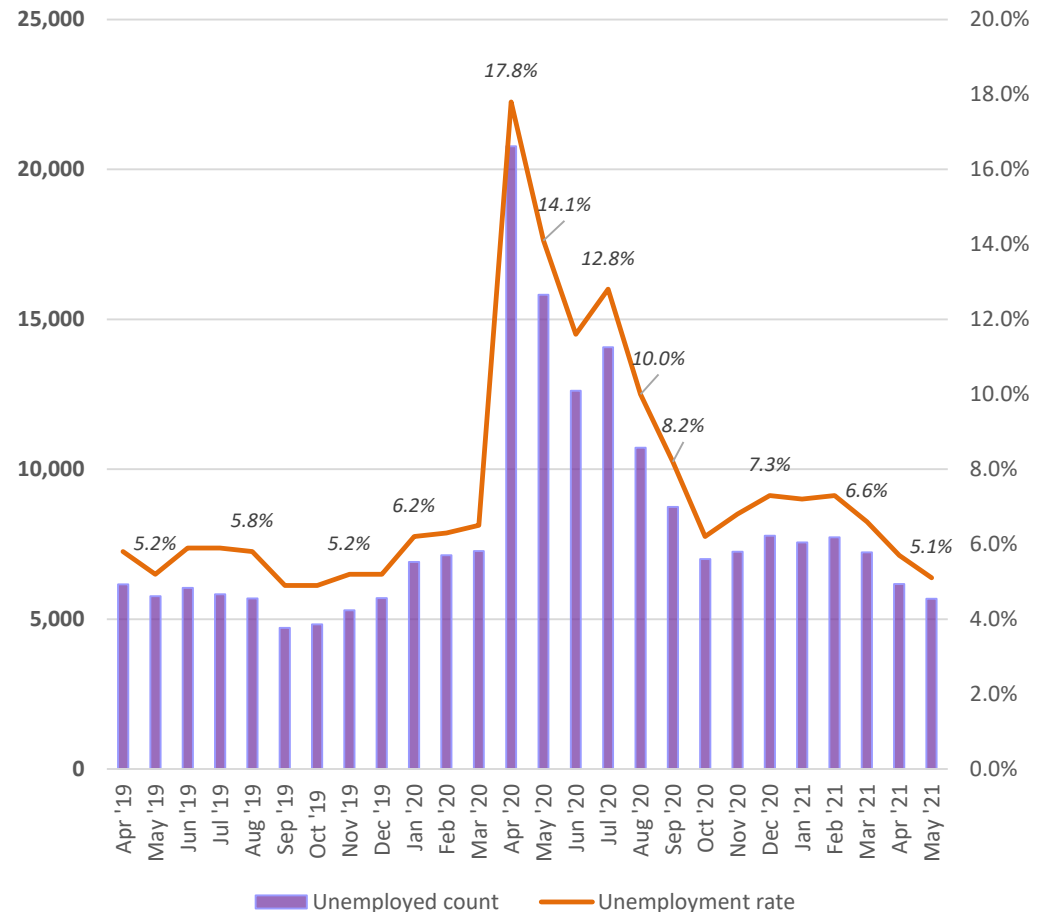


Source: Local Area Unemployment Statistics (LAUS)

## Labor market

# Monthly unemployment count & rate

- From March to April 2020, there was a huge uptick in the unemployment rate due to stay-at-home directives.
- Good News: First Quarter of 2021 saw a return to pre-Covid levels of unemployment.



Source: Local Area Unemployment Statistics (LAUS)

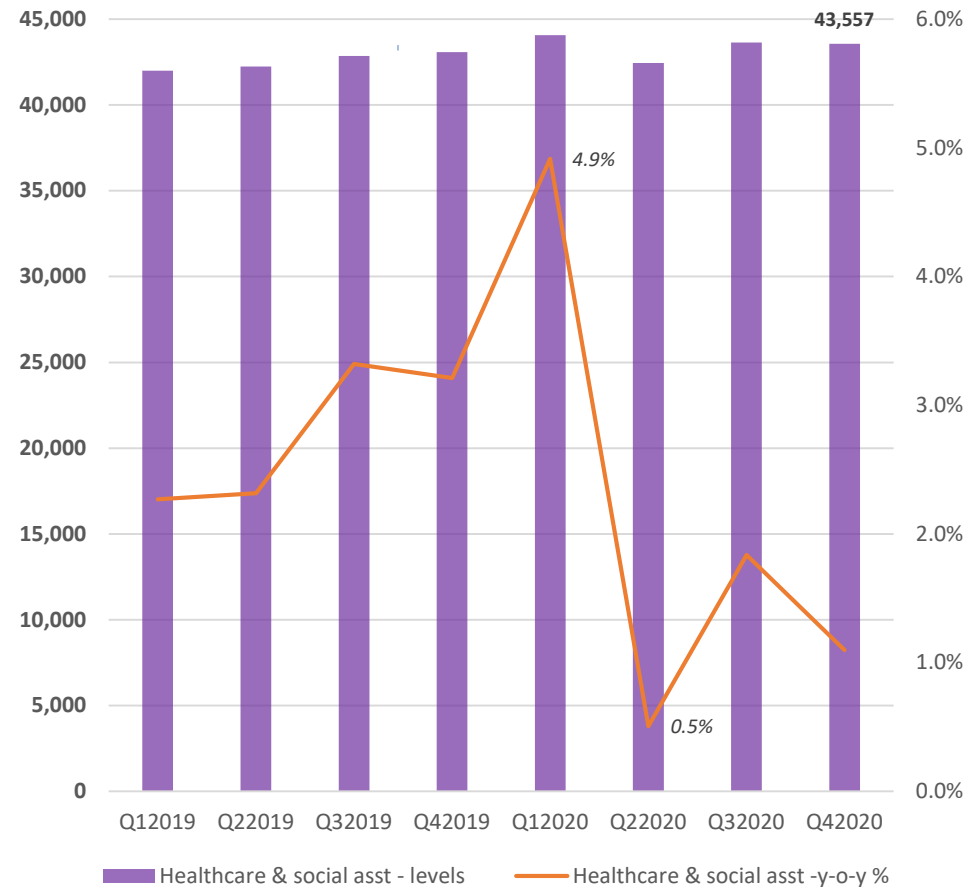
# Summary of employment measures

- The effects of the pandemic were still lingering as the labor force for first quarter 2021 is still smaller than it was in the same quarter the previous two years. Some reasons include households facing challenges with remote learning for their children and the availability of childcare.
- After the drop in employment mid-2020, fourth quarter 2020 and first quarter of 2021 show an uptick in employment as the local economy is recovering.
- The unemployment rate has returned to what it was back in 2019 when the economy was expansionary and as employment continues to increase, the unemployment rate should stay low, perhaps in the 5-5.5% range in the near future.

## Labor market

# Quarterly employment in County Healthcare & Social Assistance

- Includes: ambulatory care, hospitals, social assistance, & nursing/residential care
- County's largest sector showed strong growth pre-pandemic & no absolute decline in pandemic
- 8 quarter average employment: 43,00 ~
- Still ~ 500 < Q1 2020 peak
- 2020 ave. annual wage: \$53,521



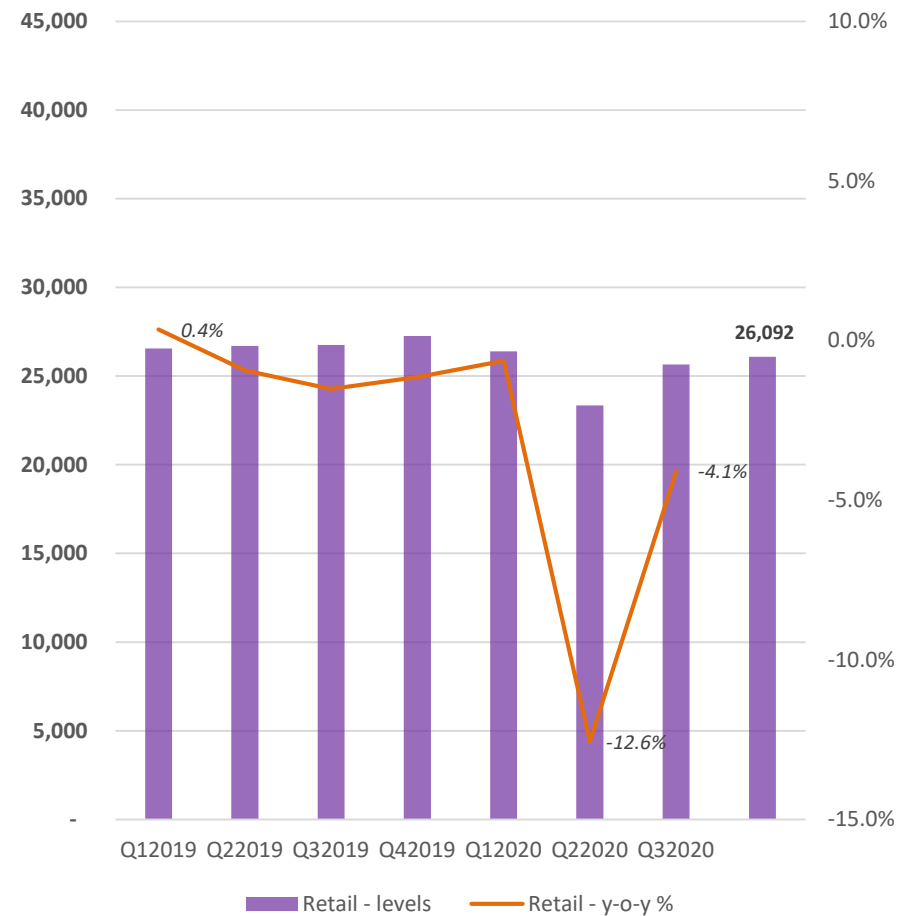
Source: WA Dept. of Employment Security, QCEW

## Labor market

# Quarterly employment in County Retailing

- Retailing employment before the pandemic was already decreasing
- Among key sectors, its % decline in Q2 2020 was the 2<sup>nd</sup> worst
- Now ~2,000 < peak of Q4 2019
- 8 qtr. average employment: ~26,000
- 2020 ave. annual wage: \$37,078

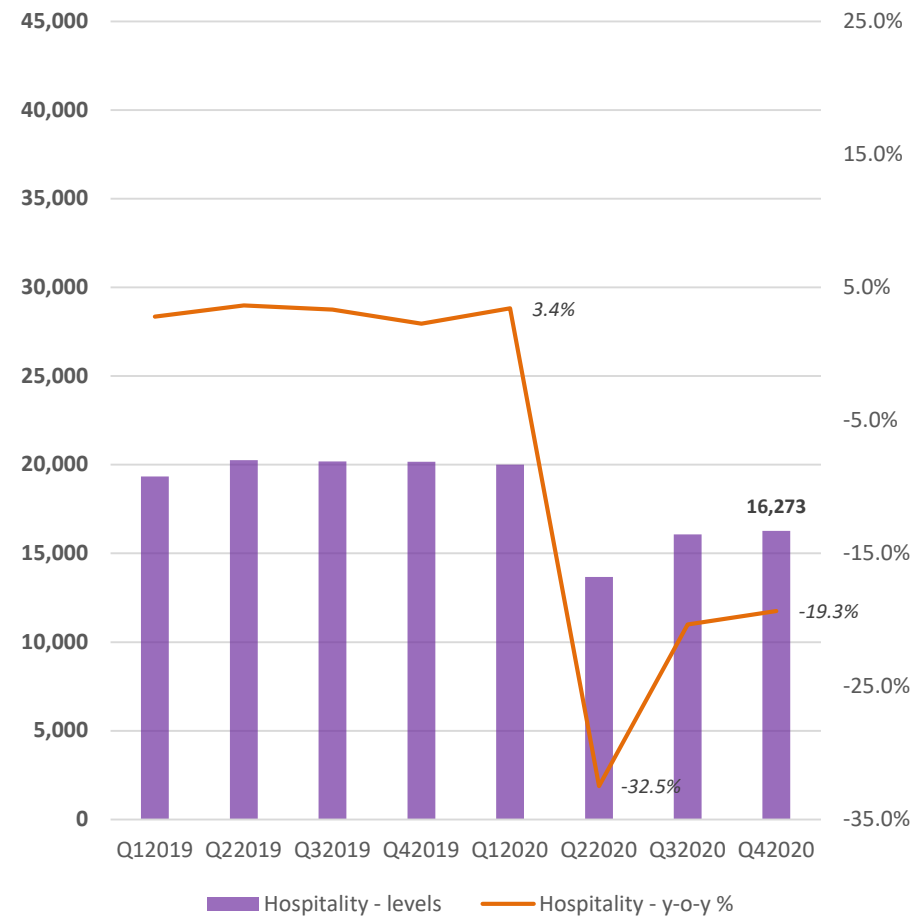
Source: WA Dept. of Employment Security, QCEW



## Labor market metrics

# Quarterly employment in County Hospitality

- Hospitality composed of all lodging & restaurants, bars, coffee shops, caterers
- It's pandemic blow (in Q2 2020) was the worst – for both levels and percentage – of all the large sectors
- Now ~4,000 < peak of Q2 2019
- 8 qtr. ave employment: ~18,250
- 2020 AA wage: \$21,939



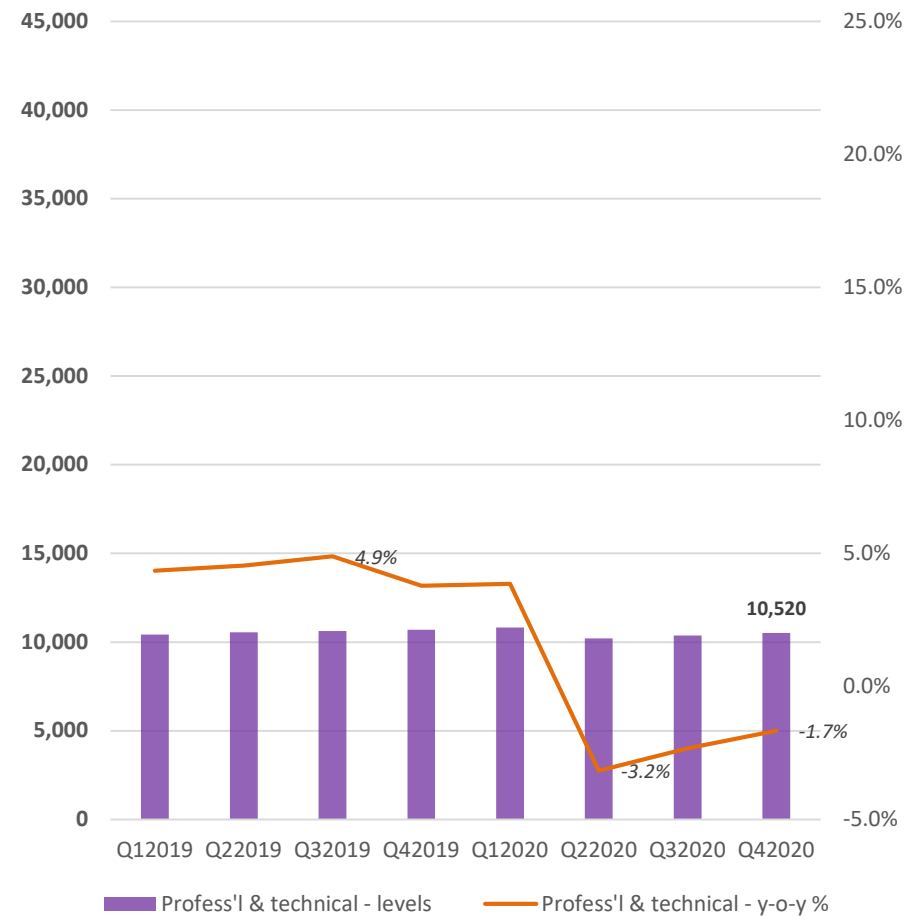
Source: WA Dept. of Employment Security, QCEW



## Labor market

# Quarterly employment in County Professional & Technical services

- Consists of “white collar” knowledge occupations – lawyers, accountants, architects, engineers, consultants
- Growing fast, pre-pandemic
- Still ~300 < peak of Q1 2020
- 8 qtr. average employment: ~10,500
- 2020 AA wage: ~\$69,000

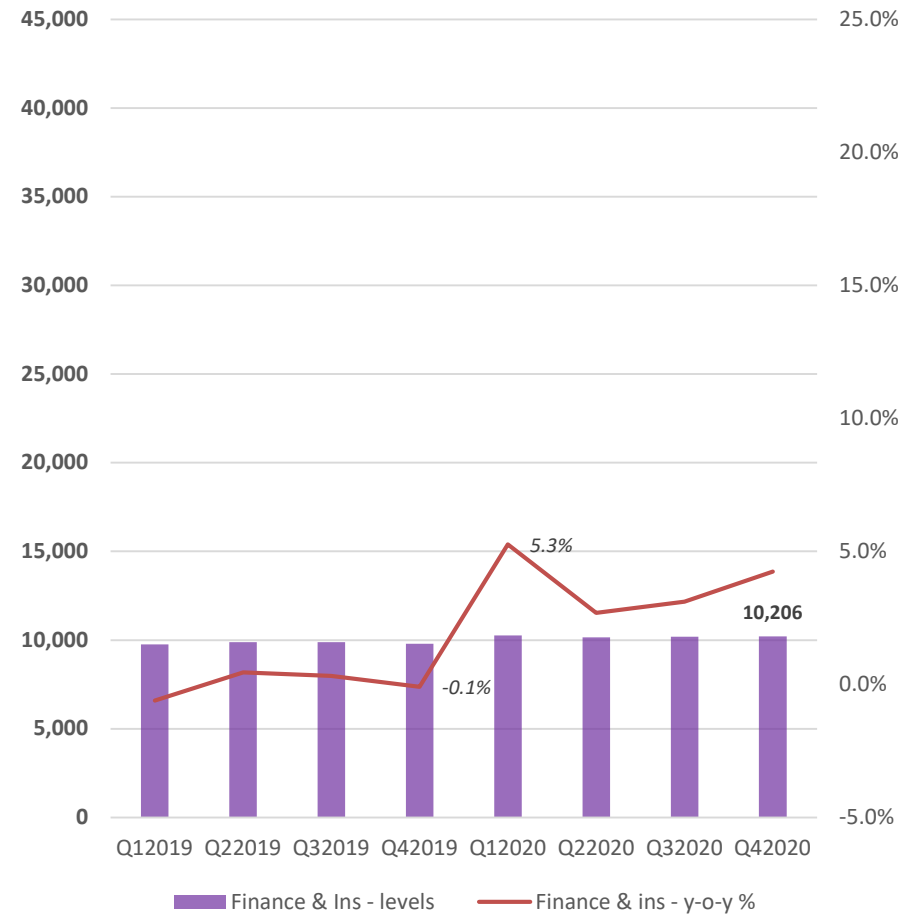


Source: WA Dept. of Employment Security, QCEW

## Labor market

# Quarterly employment in County Finance & Insurance

- Little growth before the pandemic; but after it hit, one of the few sectors to experience significant growth
- 8-quarter average employment: ~10,000
- Now ~50 < peak in Q1 2020
- 2020 average annual wage: \$91,650



Source: WA Dept. of Employment Security, QCEW

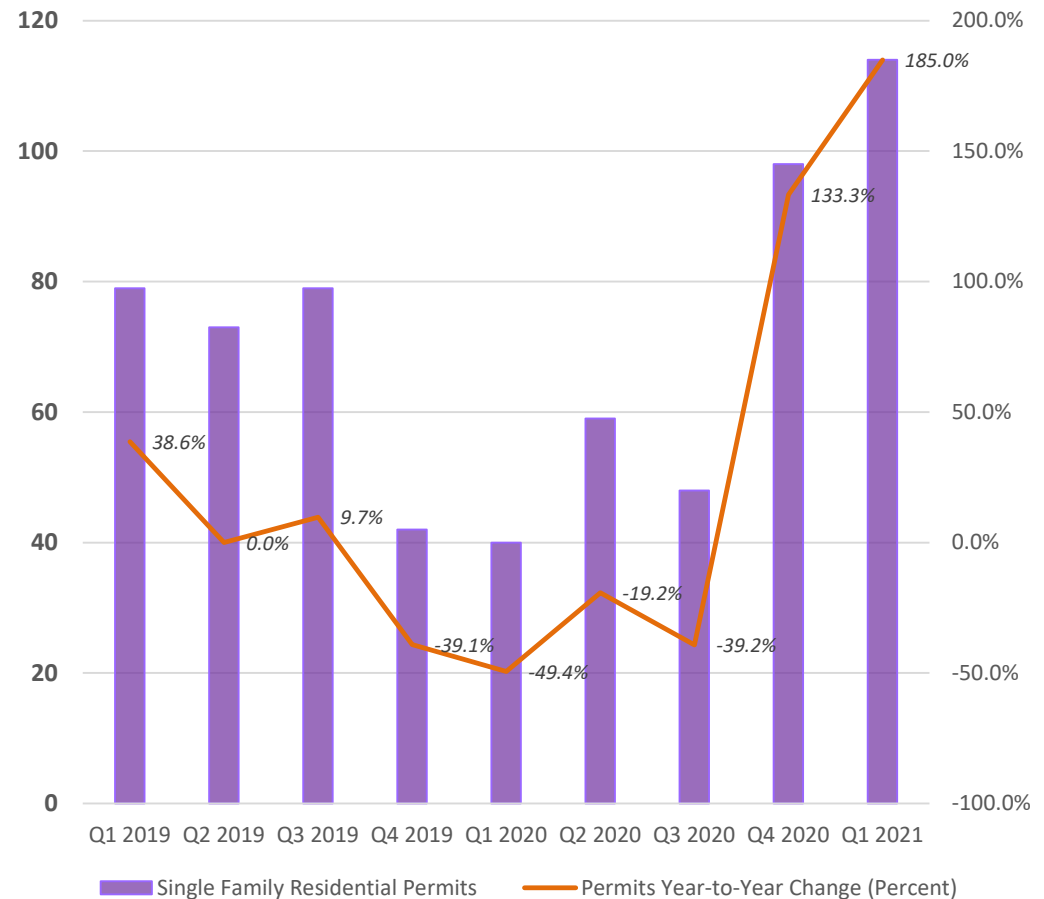
# Summary of labor market measures

- None of the County's "top 5" sectors shows employment exceeding previous peaks by Q4 2020.
  - Yet, healthcare & social assistance, finance & insurance, as well as professional & technical services are very close to previous peaks in employment.
- Spokane's hospitality sector will likely not regain its prior peak before late 2022 and perhaps not until 2023.
- Wage growth has been robust for two sectors
  - Retailing average annual wage increased by 8.6% between 2020 and 2019
  - Finance & insurance AAW increased by 8.2% over the period and remained the highest of the County's largest sectors

# Housing

## Residential building permits, single-family

- First quarter of 2021 continued from fourth quarter 2020's strong growth in residential building permits.
- Last two quarters showed increased permitting making up for pre-Covid slump.
- Current levels of single-family residential building permits are above 2019 levels.

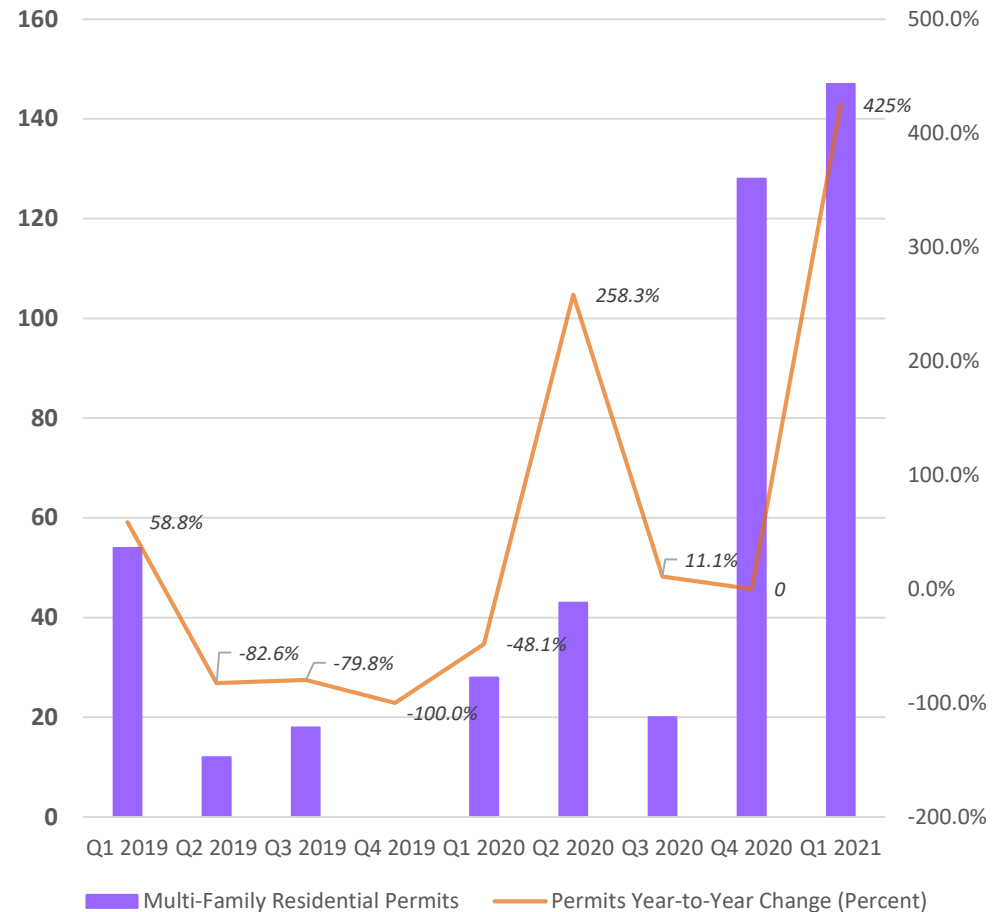


Source: City of Spokane

## Housing

# Multi-family building permits, by units

- Previous two quarters (Q4, 2020 & Q1, 2021) showed strong growth in multi-family building permits, possibly fueled by rising median home prices and suppressed demand during the pandemic.
- Even before the pandemic slowed the economy, multi-family building permits were lower in the last three quarters of 2019 than in the first quarter.



Source: City of Spokane

# Housing

## Average value of permitted single family residence

- Although the value of new single family residential permits has increased since 2018, it has fallen off in the previous two quarters (Q4 2020 & Q1 2021).
- After peaking at \$358,055 (Q3 2020), the average value of permitted single family residences has declined slightly to just over \$300,000.
- The average value of permitted single family residences is up 9.4% over three years (Q1 2018 to Q1 2021).

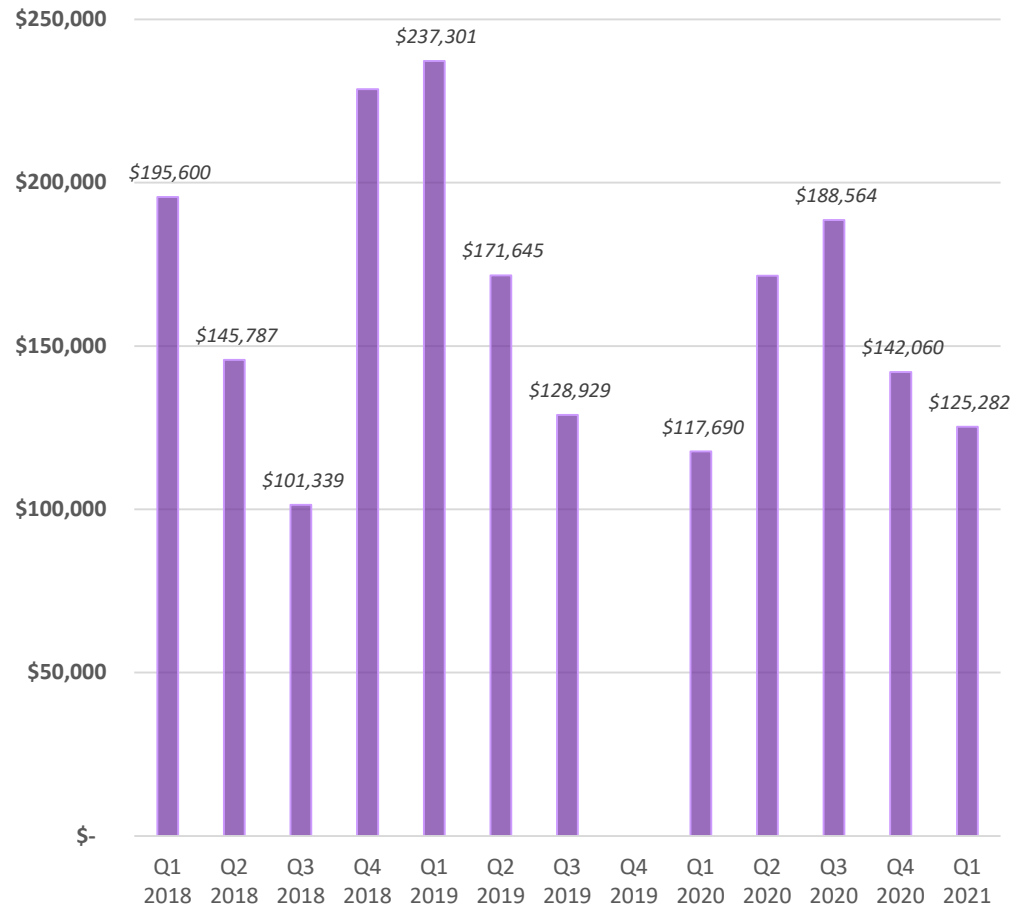


Source: City of Spokane

# Housing

## Average value of permitted multi-family unit

- The average value of new multi-family units varies by project, between \$100K to \$250K.
- Previous two quarters (Q4 2020 & Q1 2021) saw the permitted value of multi-family units settle between \$125 - \$140K per unit.
- First quarter of 2021 had average values of permitted multi-family units that were lower than the same quarter of both 2018 & 2019.

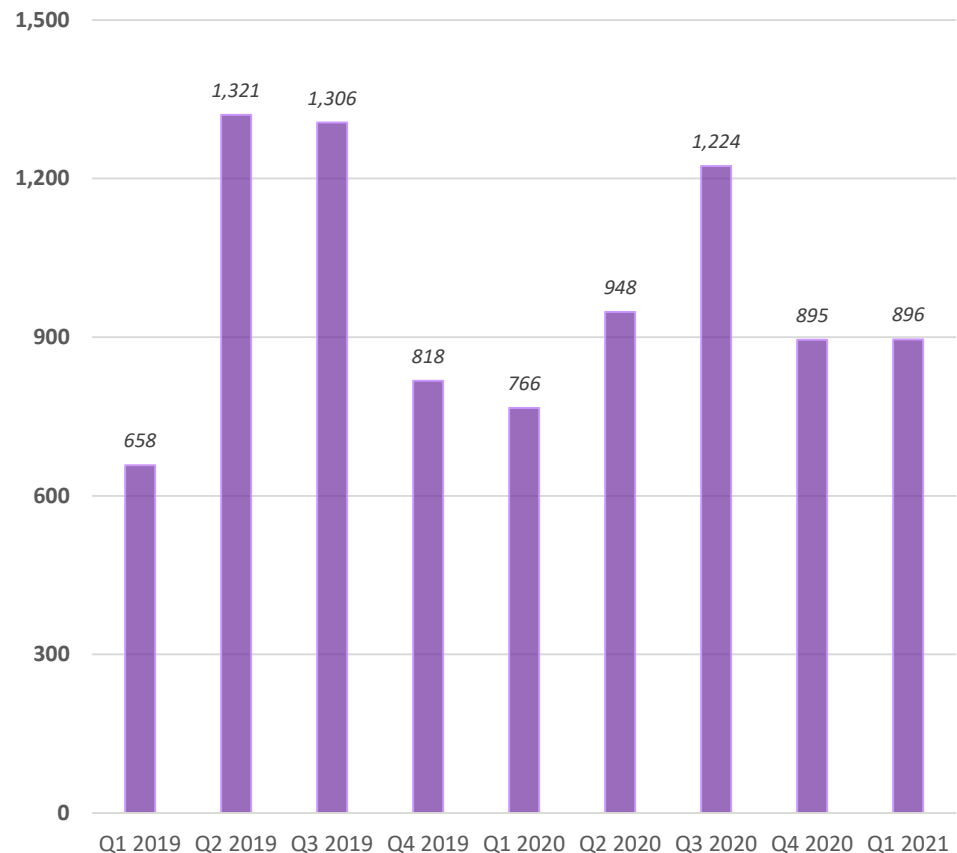


Source: City of Spokane

## Commercial & public development

# Total number of non-residential permits

- Measures all non-residential new construction & remodel permits issued by the City of Spokane.
- Includes commercial, industrial as well as public works (schools, cell towers, hospitals)
- Strong cyclical pattern with less activity in Q4 & Q1 typically, due to weather
- Previous two quarters (Q4 2020 & Q1 2021) showed strong permitting activity above the same quarter previous years.
- First quarter 2021 showed an increase of 36% over the first quarter of 2019.



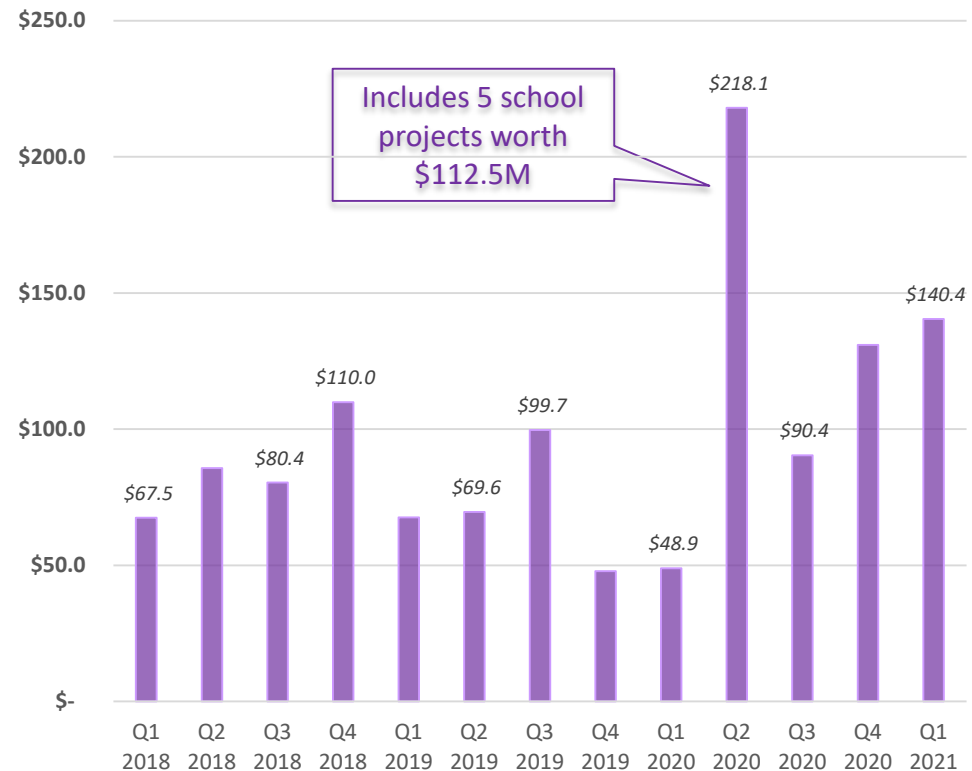
Source: City of Spokane



## Commercial & public development

# Total value of non-residential permits (\$m)

- Total permitted valuation of all non-residential permits issued by the City of Spokane (in \$millions).
- The previous two quarters (Q4 2020 & Q1 2021) showed strong growth in total value of non-residential permits from same quarter previous years.
- The total value of non-residential building permits in first quarter of 2021 was more than double (100% increase) what it was in first quarter of 2019.



Source: City of Spokane

# Summary of building permit measures

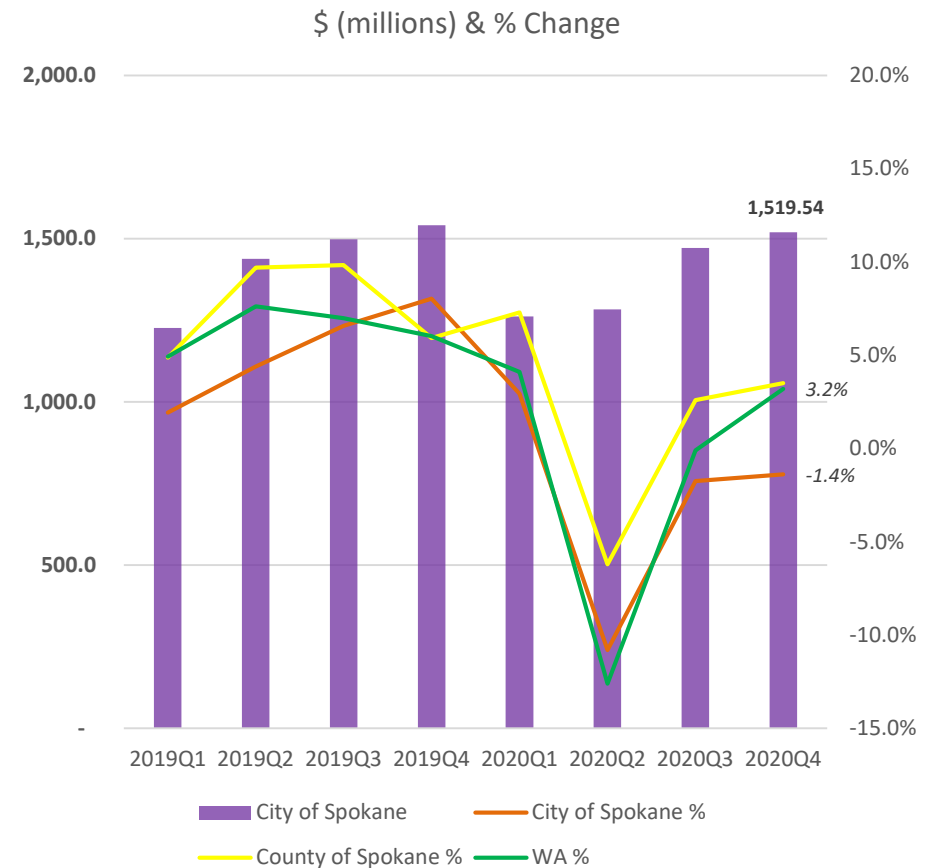
- Both single and multi-family building permits were strong through fourth quarter of 2020, continuing through first quarter of 2021 – higher than same quarter of 2019.
  - Some of this could be a response to the very hot housing market right now in the area.
  - 275 new multi-family units (apartments) were permitted in Q4 2020 & Q4 2021 with construction likely to occur over the summer.
  - Although the quantity of single family permits is up, the value of the permits has leveled off around \$300-350K.
- Both the quantity and total value of non-residential building permits were strong in both Q4 of 2020 & Q1 of 2021 ( quantity up 36% from same quarter 2019).
  - Permitting is cyclical so we would anticipate that this growth would continue for at least both Q2 & Q3 of 2021.

## City sales activity

# Quarterly taxable retail sales in 2019 & 2020

- For the City, last 3 quarters in 2020 showed a decline vs. 2019
- For all of 2020, a decline of -2.9%
  - Vs. County: +1.6%
  - Vs. WA: -1.5%

Source: [Spokane Trends](#) (on data from WA State Department of Revenue)

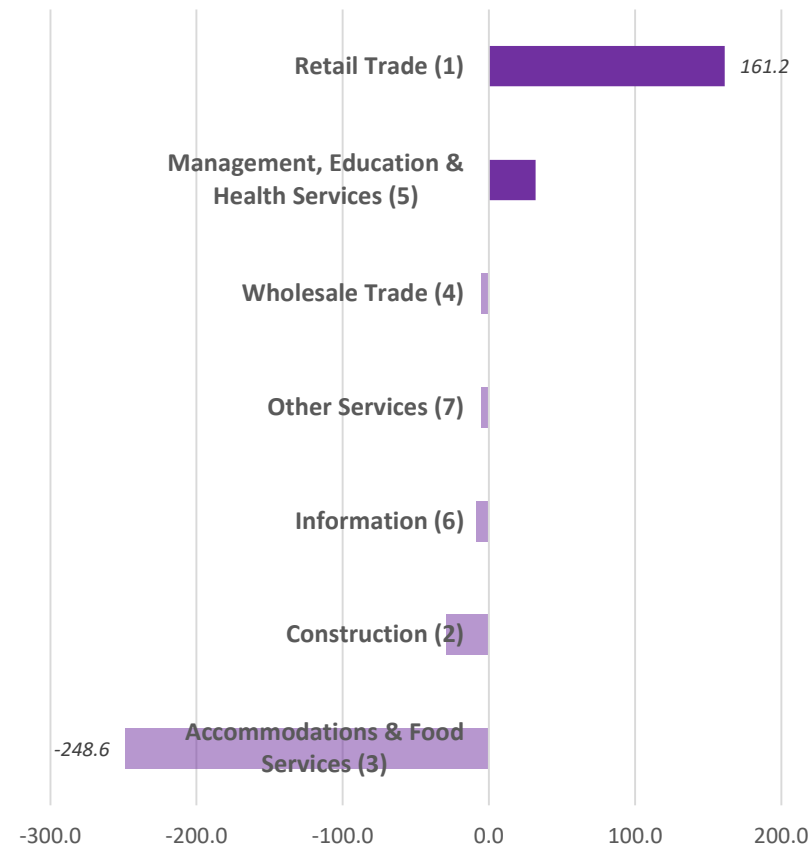


# City sales activity

## Change in 7 largest sectors, '20 vs. '19

- The City's retail trade sector, the largest category of taxable retail sales, held up quite well during 2020
- Those gains were swamped by the huge decline in Hospitality trade
- Other sectors showed small changes
- The net effect was a decline of ~\$168 million for all of 2020

Taxable Retail Sales -- 2020 vs. 2019 (\$m)

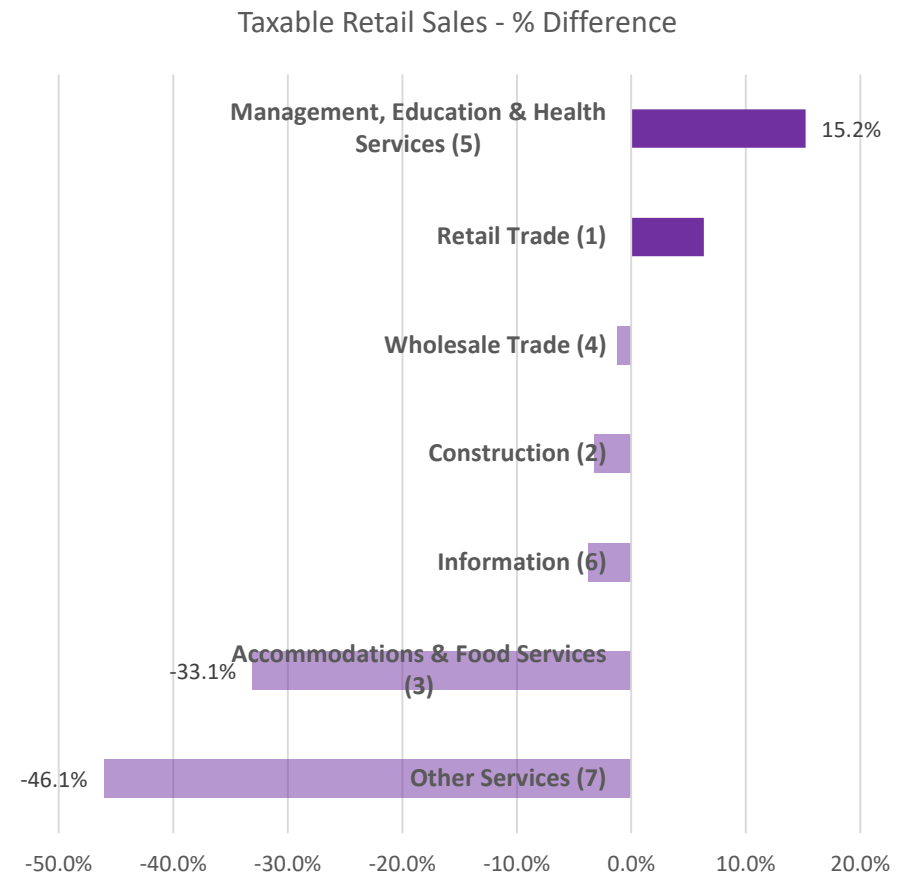


Source: WA Depart. of Revenue (Quarterly Business Reports)

## City sales activity

# % Change in 7 largest sectors, '20 vs. '19

- Ranking by overall size of sector, as defined by taxable sales, given by (x)
- Huge percentage declines for the City's hospitality sector & "other services"
- Sizeable gain by private education & health services

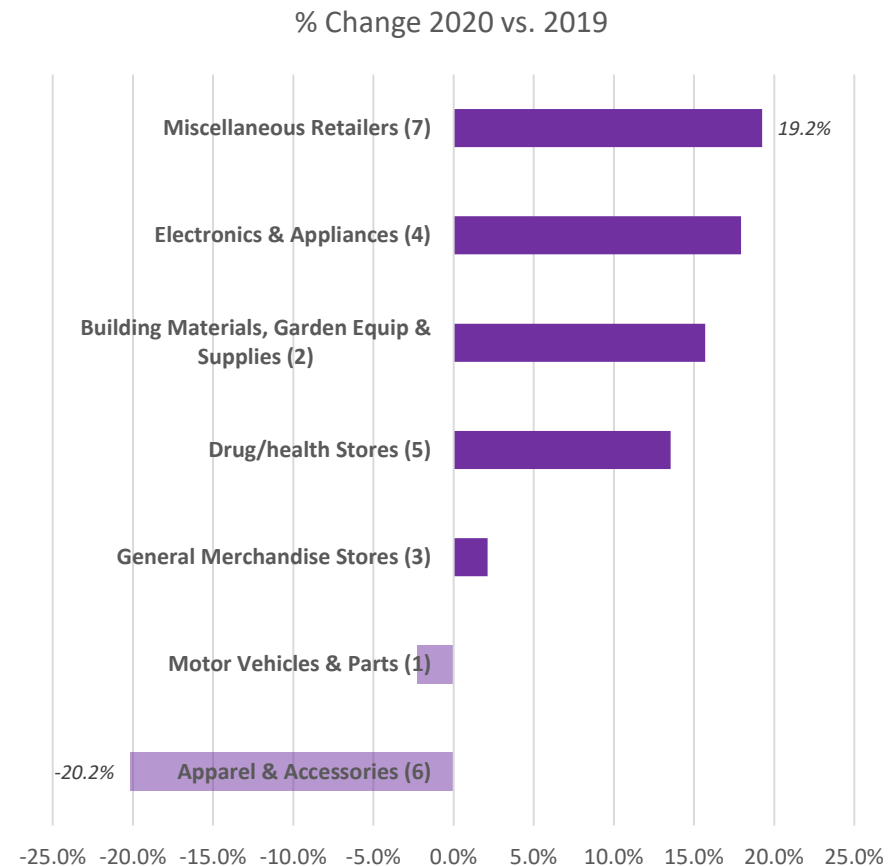


Source: WA Department of Revenue (Quarterly Business Report)

# City sales activity

## % Change in the most important “retail trade” industries, ‘20 vs. ‘19

- Nearly all of the largest retail trade sectors posted gains for 2020
- Strong gains, in particular, from:
  - Consumer electronics stores
  - Building & garden supply stores
- However, the largest, motor vehicles, did not enjoy gains
- Apparel & accessories were especially hard hit

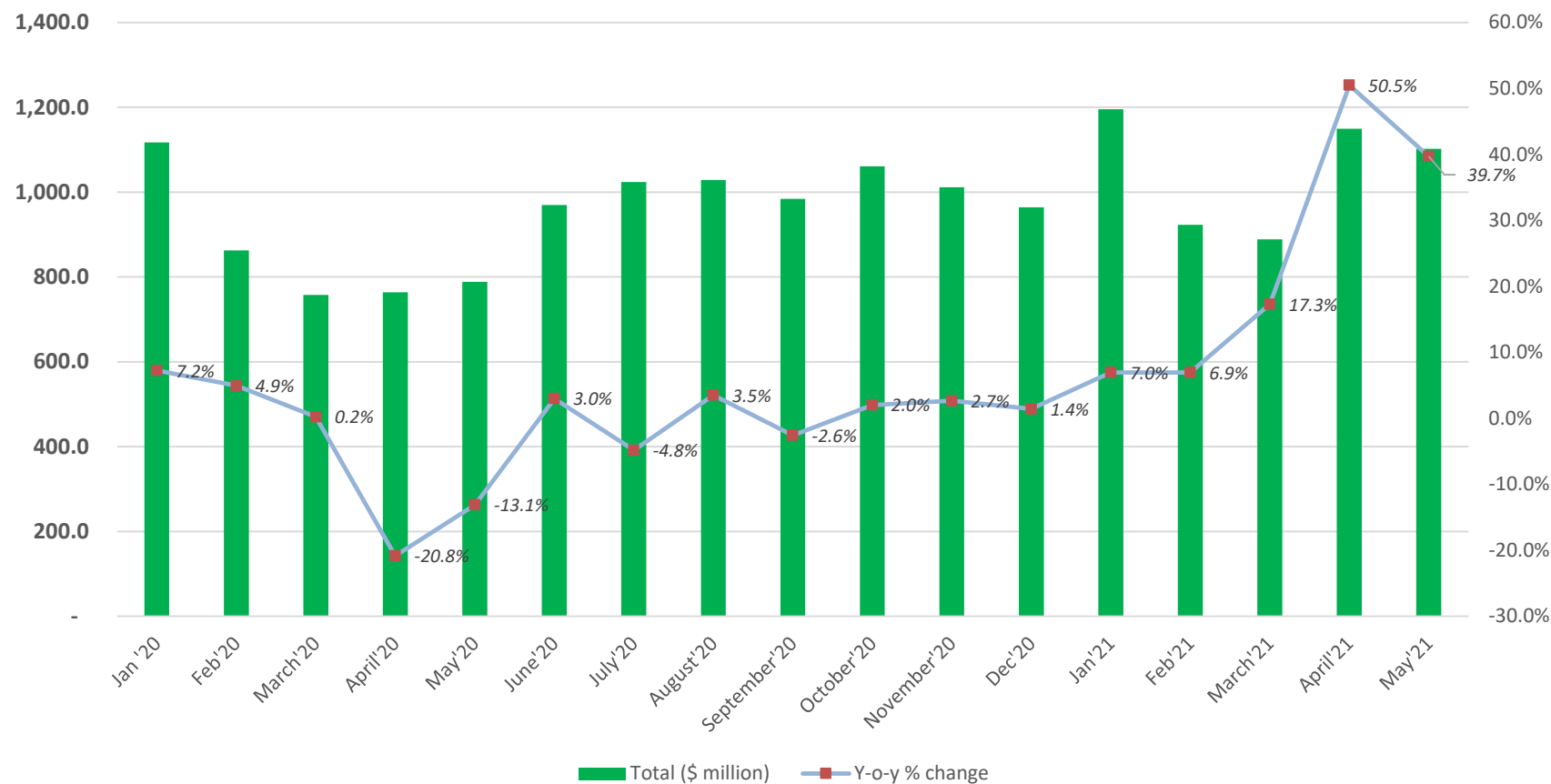


- Source: WA Department of Revenue (Quarterly Business Report)

## Sales activity

# Washington state retail sales tax collected

Source: Washington State Economic & Revenue Forecast Council



# Summary observations

- Jobs in the City rebounded by Q3 2020 but levels were still below 2019's.
- Single-family residential building permits in the first three quarters of 2020 were down(vs. 2019) but multi-family permits were up substantially.
- Non-residential building permit valuation actually higher in 2020 than 2019.
- Taxable retail sales for first three quarters of 2020 were down about 3.5%, led by very large declines in the hospitality sector
- Retail trade sector spending was higher in '20 than '19 over the same period.
- City taxable retail sales are tracking closely those in WA in 2019 and 2020.



# Institute for Public Policy & Economic Analysis

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[Spokane Trends](#)

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GENERAL FUND FINANCIAL SUMMARY - 2021  
June 30, 2021

**BEGINNING BALANCES\* (actual as of 12/31/2020, unaudited)**

		<u>Actual</u>	<u>%</u>
--Assigned Funds for Encumbrance Rollover	4,182,559		
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	3.5%	
--Contingency Reserve Balance (target 10.0% of expenditures)	21,065,706	10.1%	
--Unappropriated Fund Balance	15,467,769		
<b>Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated)</b>	<b>43,896,376</b>		
<i>% of Adopted Revenues</i>		21.1%	

<b>2021 Adopted General Fund Revenues</b>	207,635,413		
Add - 2021 Approved Budget Changes QR1	139,807		
Add - 2021 Approved Budget Changes QR2	14,592		
Reduce - 2021 Budget Balancing Appropriation	(934,484)		
Reduce - Prior Period Adjustment CCC Settlement	(2,684,500)		
<b>Adjusted General Fund Revenue</b>	<b>204,170,828</b>	<b>204,170,828</b>	

<b>2021 Adopted General Fund Expenses</b>	208,569,897		
Add - 2021 Encumbrance Rollovers	4,182,559		
Add - 2021 Approved Budget Changes QR1	355,520		
Add - 2021 Approved Budget Changes QR2	2,180,342		
<b>Adjusted General Fund Expenses</b>	<b>215,288,318</b>	<b>215,288,318</b>	

**PROJECTED ENDING BALANCES**

		<u>Actual</u>	<u>%</u>
--Assigned Funds for Encumbrance Rollover	-		
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	3.5%	
--Contingency Reserve Balance (target 10.0% of expenditures)	20,167,706	9.7%	
--Unappropriated Fund Balance	5,248,279		
<b>Total Available Reserves</b>	<b>32,778,886</b>		
<i>% of Adopted Expenditures</i>		15.7%	

\*Per SMC 07.08.010, any General Fund revenue in excess of expenditures from 2020 will first be deposited into the Revenue Stabilization Reserve until that reserve reaches its targeted funding level

# Finance Committee

## Monthly Reports – June 2021

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FINANCE AND ADMINISTRATION

JULY 19, 2021

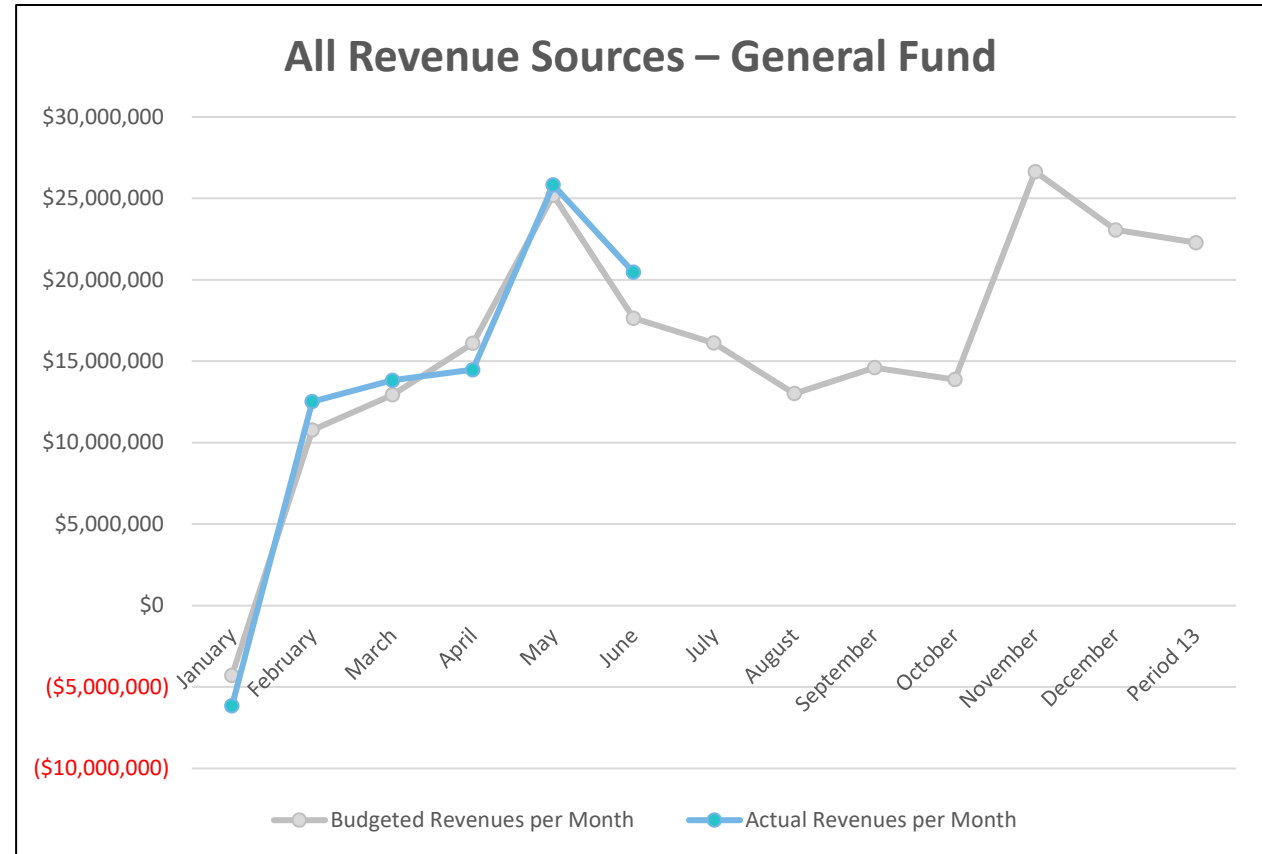
# Monthly General Fund Report

---

- GF Revenues are approximately 3% above budget through June
  - \$80.9 million collected against a \$78.6 million budget
  - Primarily due to strong Sales Taxes and Property Taxes
  - Sales, Property, and Utility taxes remain approximately 6% above budget through June
- GF Expenditures are approximately 5% below budget through June
  - \$98.9 million in expenses against a \$103.8 million budget
  - Salaries and Benefits - \$6.1 million below budget
- *Uniform OT – Through June 2021, Police has spent 7% less and Fire has 133% more than through the same period in 2020*

# Monthly General Fund Report - Revenue

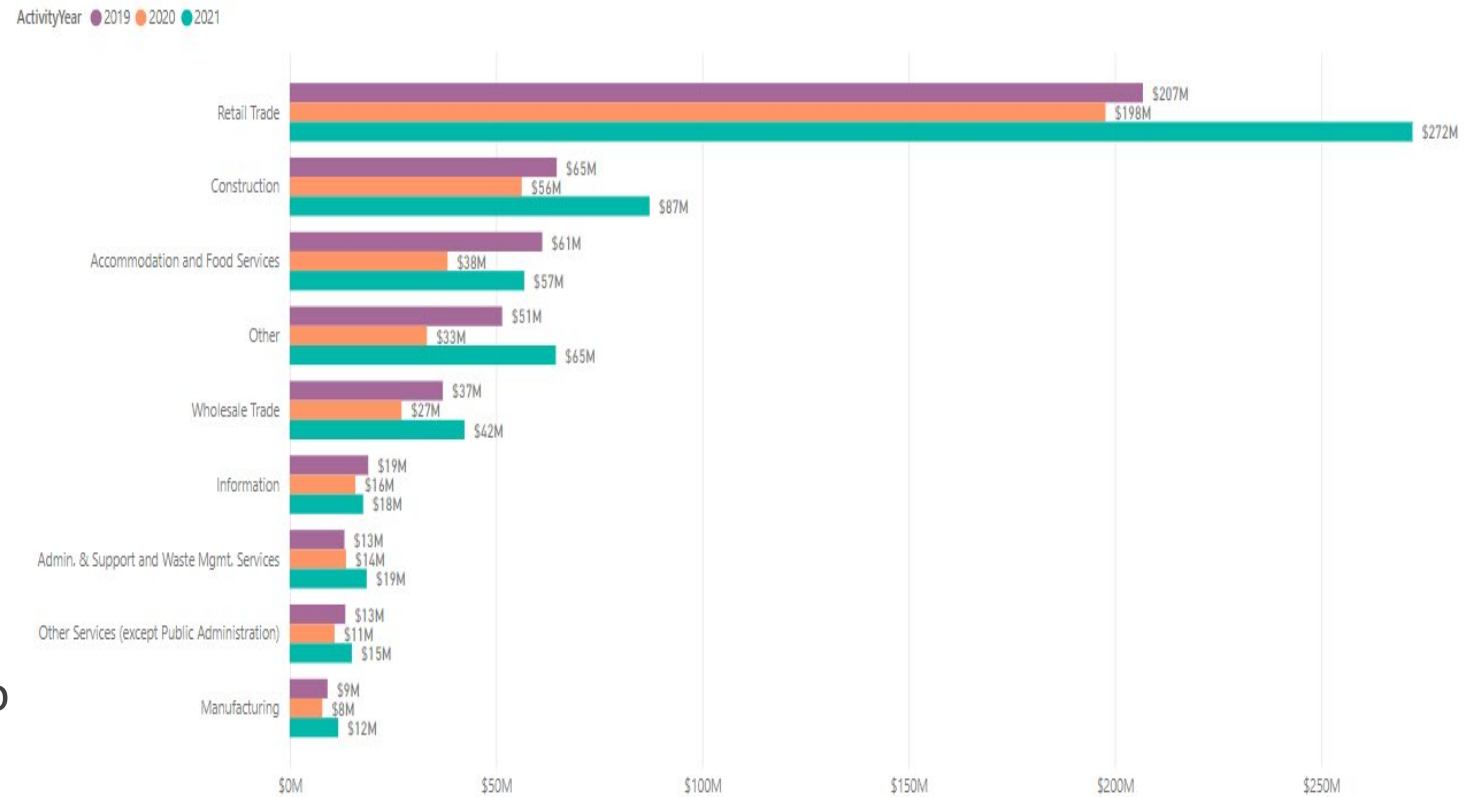
- Through June 2021, total General Fund revenue is approximately \$2.3 million above budget (3%)
- Total General Fund revenue is approximately 6% above FY20 YTD



Revenue Category	2021 Current Budget	YTD Projection	YTD Actuals	YTD Variance	YTD % Variance	Actuals Vs. Prior Year
<b><u>Sales Tax</u></b>	<b>51,063,259</b>	<b>13,719,102</b>	<b>17,849,633</b>	<b>4,130,531</b>	<b>30.1%</b>	<b>4,753,013</b>
<u>Local Retail Sales Tax</u>	46,814,259	12,545,750	16,343,741	3,797,991	30.3%	4,375,212
<b><u>Property Tax</u></b>	<b>47,349,955</b>	<b>21,850,084</b>	<b>22,537,400</b>	<b>687,316</b>	<b>3.1%</b>	<b>1,039,418</b>
<b><u>Interfund Taxes</u></b>	<b>44,250,000</b>	<b>14,822,621</b>	<b>15,338,980</b>	<b>516,359</b>	<b>3.5%</b>	<b>1,493,832</b>
<b><u>Business Taxes</u></b>	<b>24,339,000</b>	<b>10,917,529</b>	<b>10,332,588</b>	<b>(584,940)</b>	<b>-5.4%</b>	<b>(96,860)</b>
<u>Taxes on Private Utilities</u>	24,077,000	10,823,156	10,581,367	(241,789)	-2.2%	204,115
<b><u>Charges for Services</u></b>	<b>19,179,591</b>	<b>8,333,224</b>	<b>7,607,058</b>	<b>(726,166)</b>	<b>-8.7%</b>	<b>556,754</b>
<b><u>Licenses &amp; Permits</u></b>	<b>6,784,900</b>	<b>3,116,019</b>	<b>2,902,615</b>	<b>(213,404)</b>	<b>-6.8%</b>	<b>(42,152)</b>
<u>Business Registrations</u>	4,073,000	1,975,346	1,942,462	(32,884)	-1.7%	103,636
<u>Franchise Fees</u>	2,423,000	1,015,316	794,182	(221,134)	-21.8%	(201,032)
<b><u>Miscellaneous Revenue</u></b>	<b>4,301,982</b>	<b>3,253,888</b>	<b>1,364,550</b>	<b>(1,889,337)</b>	<b>-58.1%</b>	<b>(3,068,457)</b>
<u>Interest Earnings</u>	3,138,600	2,436,121	1,079,350	(1,356,771)	-55.7%	(2,611,871)
<b><u>Intergovernmental Revenues</u></b>	<b>4,064,023</b>	<b>569,318</b>	<b>1,741,050</b>	<b>1,171,732</b>	<b>205.8%</b>	<b>126,272</b>
<u>Marijuana Use Tax</u>	440,000	217,991	227,287	9,296	4.3%	3,122
<b><u>Fines &amp; Forfeits</u></b>	<b>2,098,650</b>	<b>1,460,950</b>	<b>961,515</b>	<b>(499,435)</b>	<b>-34.2%</b>	<b>98,396</b>
<u>Traffic &amp; Parking Violations</u>	1,830,500	1,306,548	829,527	(477,022)	-36.5%	93,937
<b><u>Other Taxes</u></b>	<b>1,395,800</b>	<b>568,570</b>	<b>281,967</b>	<b>(286,603)</b>	<b>-50.4%</b>	<b>(37,494)</b>
<u>Admission Tax</u>	1,050,000	492,092	222,509	(269,583)	-54.8%	(28,331)
<b><u>Operating Transfer-In</u></b>	<b>3,088,700</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Non-Budgeted/Other</b>	<b>40,000</b>	<b>0</b>	<b>42,771</b>	<b>42,771</b>		
<b>TOTAL</b>	<b>207,955,860</b>	<b>78,611,304</b>	<b>80,960,129</b>	<b>2,348,824</b>	<b>3.0%</b>	<b>4,822,722</b>

# Monthly General Fund Report – Taxable Sales

- Taxable Sales for April 2021 were up 46.2% compared to April 2020
- April 2020 to April 2021:
  - Retail Trade +38%
  - Construction +46%
  - Accommodation and Food Services +49%
- Total Taxable Sales for April were approximately \$586 million, an increase of \$185 million over April 2020
- YTD, Taxable Sales are up 29.1% compared to the same time period in 2020

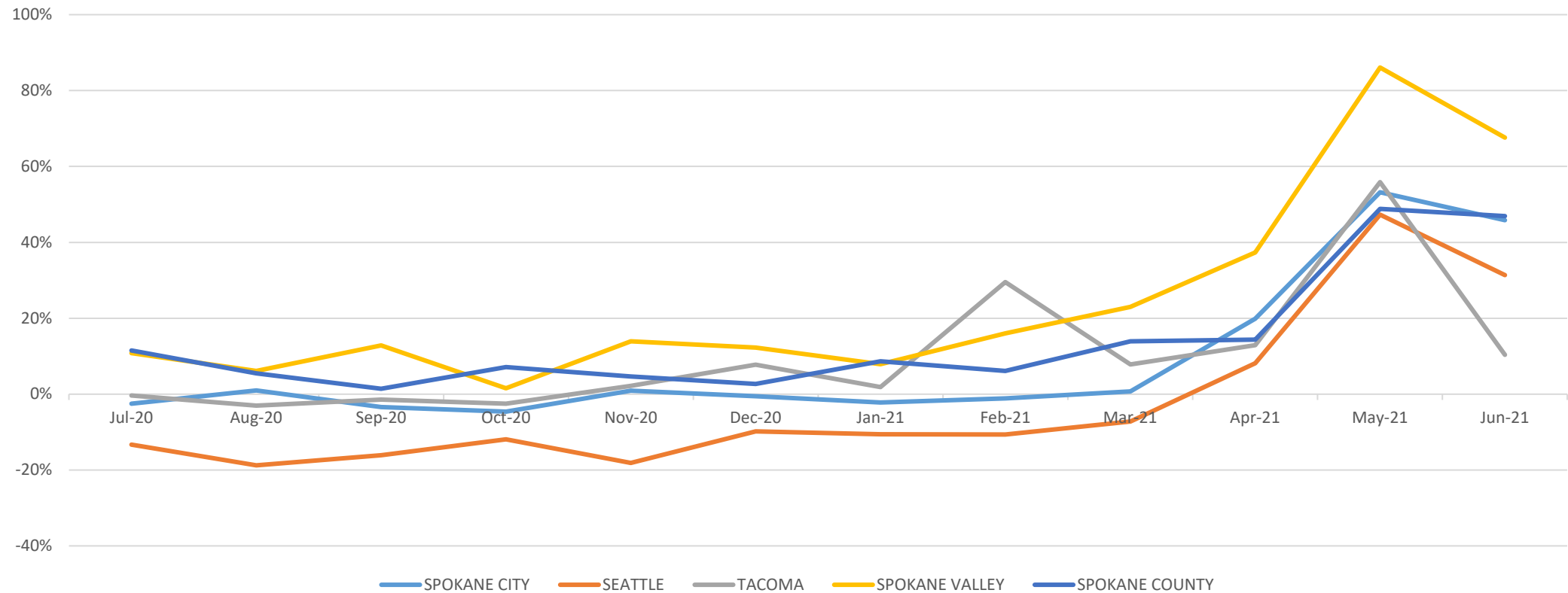


# Monthly General Fund Report – Sales Tax

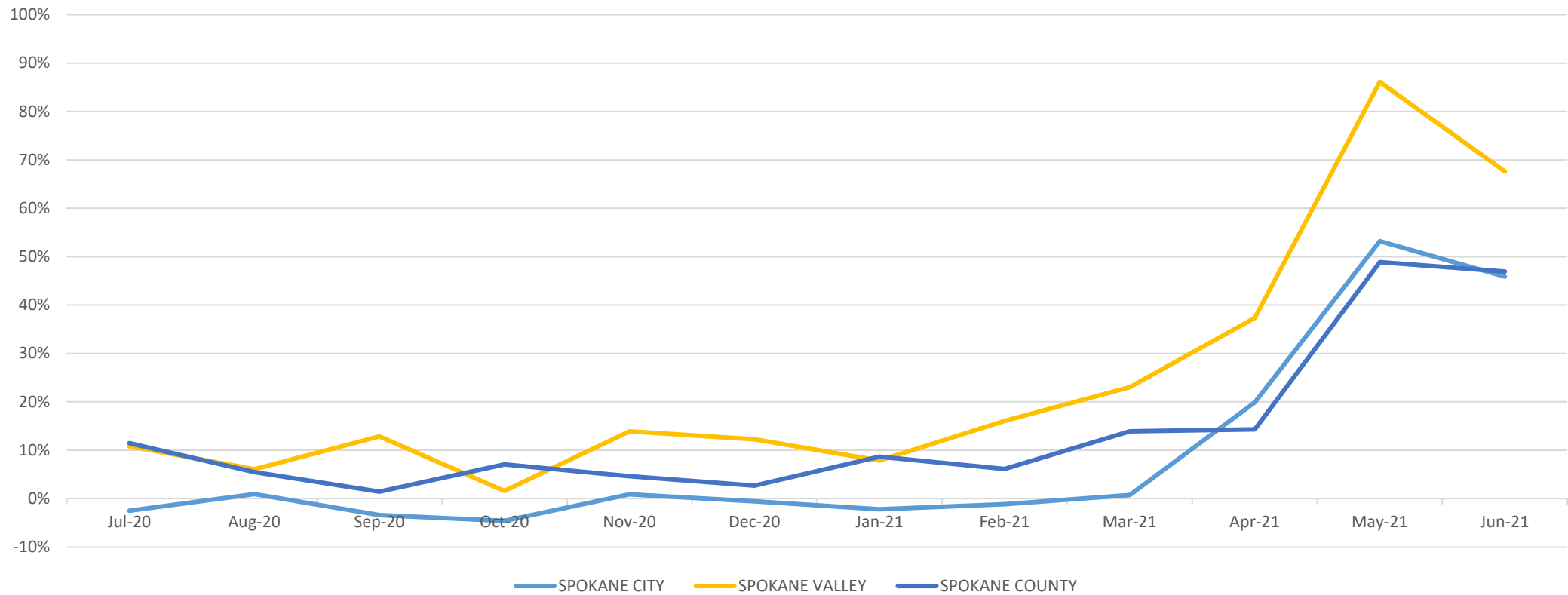
SALES TAX REPORT		2020							2021					
	Approx. Annual (\$ in millions)	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
BENTON COUNTY	\$ 12.3	-13%	-37%	-11%	-1%	-4%	3%	13%	-6%	8%	29%	32%	59%	73%
KENNEWICK	\$ 20.2	-18%	0%	-7%	11%	-5%	6%	9%	5%	8%	11%	9%	57%	54%
CLARK COUNTY	\$ 40.1	-4%	3%	9%	16%	13%	14%	14%	17%	18%	21%	22%	52%	41%
VANCOUVER	\$ 43.4	-12%	5%	1%	8%	3%	8%	11%	12%	8%	13%	17%	55%	51%
KING COUNTY	\$ 132.0	-13%	-3%	-8%	-3%	-2%	-3%	-1%	-1%	1%	-2%	16%	45%	37%
SEATTLE	\$ 237.7	-24%	-13%	-19%	-16%	-12%	-18%	-10%	-11%	-11%	-7%	8%	47%	31%
PIERCE COUNTY	\$ 69.0	-3%	13%	11%	19%	9%	15%	14%	26%	19%	15%	38%	55%	38%
TACOMA	\$ 49.5	-18%	0%	-3%	-1%	-3%	2%	8%	2%	30%	8%	13%	56%	10%
SPOKANE COUNTY	\$ 35.9	-13%	11%	5%	1%	7%	5%	3%	9%	6%	14%	14%	49%	47%
SPOKANE CITY	\$ 49.5	-16%	-3%	1%	-3%	-5%	1%	-1%	-2%	-1%	1%	20%	53%	46%
SPOKANE VALLEY	\$ 25.1	-15%	11%	6%	13%	2%	14%	12%	8%	16%	23%	37%	86%	68%
YAKIMA COUNTY	\$ 13.7	7%	4%	5%	6%	8%	6%	5%	2%	9%	6%	8%	35%	22%
YAKIMA CITY	\$ 18.7	-7%	3%	6%	5%	2%	8%	7%	4%	9%	14%	8%	47%	37%



# Monthly General Fund Report – Sales Tax

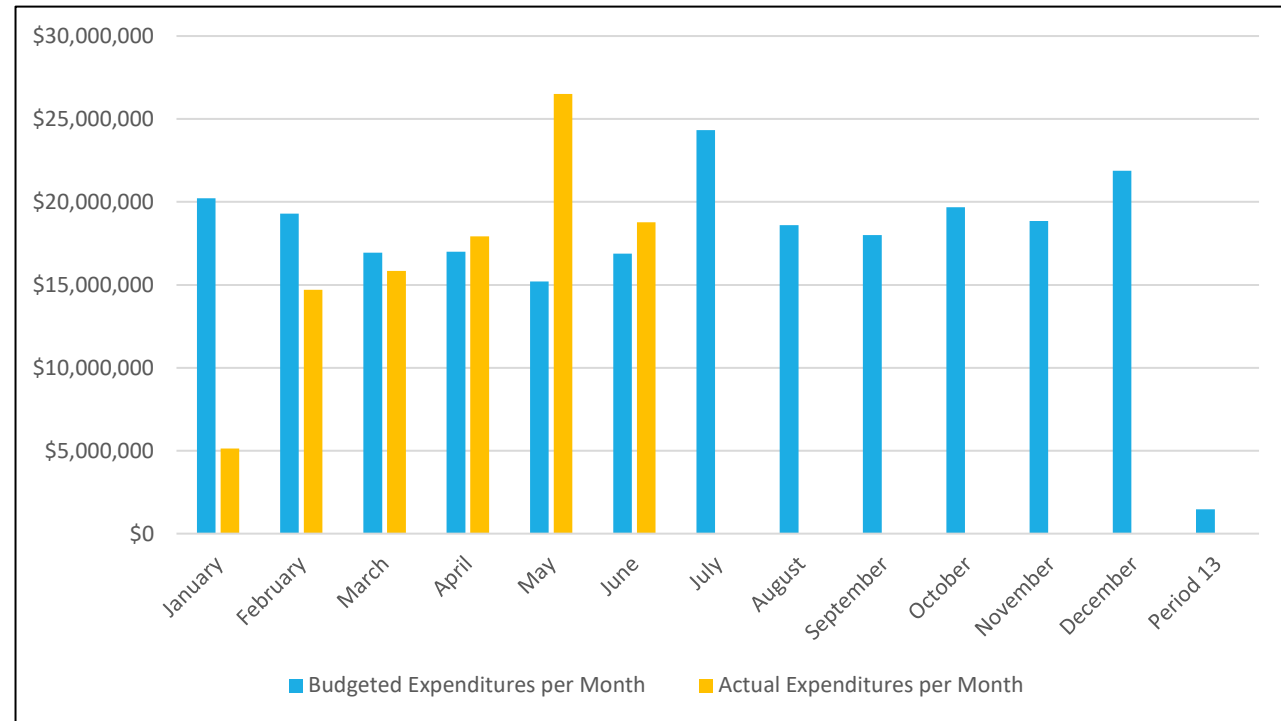


# Monthly General Fund Report – Sales Tax



# Monthly General Fund Report - Expense

- Through June 2021, total General Fund expenses are approximately \$4.8 million below budget (-4.7%)
- By category:
  - Salary & Benefits -17%
  - Services +10%



# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Spokane Airport Board		
<b>Subject:</b>	Airport's Joint Resolution		
<b>Date:</b>	August 16, 2021		
<b>Author (email &amp; phone):</b>	Larry Krauter, CEO, Spokane Airports, <a href="mailto:lkrauter@spokaneairports.net">lkrauter@spokaneairports.net</a> or 455-6419		
<b>City Council Sponsor:</b>	Council President Beggs		
<b>Executive Sponsor:</b>			
<b>Committee(s) Impacted:</b>	Finance and Administration Committee		
<b>Type of Agenda item:</b>	<u>Consent</u>	Discussion	Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property and right of first refusal.		
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
<u>Background/History:</u> Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with AT Acquisitions for property located on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.686 acres and a right of first refusal on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.466 acres of land at Spokane International Airport.			
<u>Executive Summary:</u>			
<u>Budget Impact:</u> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">           Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020)            Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No            If new, specify funding source:            Other budget impacts: (revenue generating, match requirements, etc.)         </div> <div style="width: 35%; text-align: center; vertical-align: middle;">           } N/A         </div> </div>			
<u>Operations Impact:</u> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">           Consistent with current operations/policy?            Requires change in current operations/policy?            Specify changes required:            Known challenges/barriers:         </div> <div style="width: 35%; text-align: center; vertical-align: middle;"> <div style="display: flex; justify-content: space-around; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No         </div> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes <input type="checkbox"/> No         </div>           } N/A         </div> </div>			

**FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "First Amendment") is made to be effective as of March 5, 2021 (the "First Amendment Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and AT ACQUISITIONS, LLC, a Washington limited liability company ("Buyer").

Seller and Buyer entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated January 6, 2021 ("Agreement"), concerning certain real property legally described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments to the Agreement. Seller and Buyer hereby amend the Agreement as follows:

1.1 Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.1 Review Period. As used in this Agreement, the term "Review Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time on June 30, 2021.

1.2 The first sentence of Section 4.6(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"As used in this Agreement, the term "Entitlement Period" means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) October 15, 2021; or (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the "Project")."

1.3 The first sentence of Section 10.1(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Commencing on the Effective Date, Seller shall use commercially reasonable efforts to satisfy the Approval Conditions prior to June 30, 2021 (the "Approval Conditions Deadline"), *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a default of this Agreement.

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the parties. Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. This First Amendment may be executed in several counterparts and delivered via facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)).

*[signature page follows]*

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment effective as of the First Amendment Date.


**SELLER:**

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

By:   
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

**BUYER:**

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By:   
Name: Aaron R. Lake  
Its: Manager

SIGNATURE  
CERTIFICATE**REFERENCE NUMBER**  
B4A8C376-4C77-46D7-890C-BACA72CB85E6

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> B4A8C376-4C77-46D7-890C-BACA72CB85E6	<b>Document Name</b> First Amendment to PSA - McFarlane 2.0
<b>Transaction Type</b> Signature Request	<b>Filename</b> first_am_to_psa_mcfarlane_2_0_-_final_approved_02383322x9f871_.pdf
<b>Sent At</b> 03/05/2021 18:00 EST	<b>Pages</b> 3 pages
<b>Executed At</b> 03/05/2021 18:17 EST	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 76.7 KB
<b>Distribution Method</b> email	<b>Original Checksum</b> 2c0e79c11764e7283b92845b0c0e1dca8d24e70d7ch323453cc774ef46ace505
<b>Signed Checksum</b> 7072414c7ee3a0d2f0f0a3eada0e0e14095db7f873ab03a946b4e19131cb29e	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

## SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Aaron R. Lake	<b>Status</b> signed	<b>Viewed At</b> 03/05/2021 18:17 EST
<b>Email</b> aaron@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 52658c09d3e4f166989f7c0e9ad2a89a24a201e7ad1792f0a794e183d914d601f	<b>Identity Authenticated At</b> 03/05/2021 18:17 EST
<b>Components</b> 1	<b>IP Address</b> 206.63.231.149	<b>Signed At</b> 03/05/2021 18:17 EST
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 181627B1	

## AUDITS

TIMESTAMP	AUDIT
03/05/2021 18:00 EST	Brady Peterson (bpeterson@lukins.com) created document 'first_am_to_psa_mcfarlane_2_0_-_final_approved_02383322x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
03/05/2021 18:00 EST	Aaron R. Lake (aaron@atindustrialco.com) was emailed a link to sign.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) viewed the document on Chrome via Windows from 206.63.231.149.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) authenticated via email on Chrome via Windows from 206.63.231.149.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) signed the document on Chrome via Windows from 206.63.231.149.



**SECOND AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “Second Amendment”) is made to be effective as of June 17, 2021 (the “Second Amendment Date”), by and between the SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (“Seller”), and AT ACQUISITIONS, LLC, a Washington limited liability company (“Buyer”).

Seller and Buyer entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated January 6, 2021, as amended by that certain *First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions*, dated March 5, 2021 (collectively, the “Agreement”), concerning certain real property legally described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments to the Agreement. Seller and Buyer hereby amend the Agreement as follows:

1.1 All references in the Agreement to “Binding Site Plan” or “binding site plan” are hereby deleted and replaced with references to “Short Plat” or “short plat”.

1.2 All references in the Agreement to “BSP” are hereby deleted and replaced with references to “Short Plat”.

1.3 Section 4.7(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(d) Property to Be Acquired at Closing. At Closing, Buyer shall purchase that portion of Real Property identified as Lot 2 on the attached Exhibit A-2, which consists of approximately fourteen 686/1000 (14.686) acres (“Purchase Parcel”).”

1.4 Section 4.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.8 Right of First Refusal. At Closing, Seller shall provide Buyer with a right of first refusal, the form of which is attached hereto as Exhibit D (the “ROFR”), to acquire the other portions of the Real Property consisting of the following: (i) that parcel of land identified as Lot 3 on the attached Exhibit A-2, which consists of approximately four and 196/1000 (4.196) acres and (ii) the portion of land abutting the western boundary of the Purchase Parcel and consisting of approximately ten and 27/100 (10.27) acres, a metes and bounds description of which is to be mutually agreed upon by the Parties prior to Closing, and is generally depicted on the attached Exhibit A-3. In consideration of the grant of the ROFR, at Closing, Buyer shall pay to Seller the sum of

Twenty Thousand Dollars (\$20,000) (the “ROFR Consideration”), which ROFR Consideration shall be credited towards the purchase price at the first closing of the real property subject to the ROFR, should Buyer elect to acquire the same.”

1.5 The third sentence of Section 6.3(a) is hereby deleted in its entirety and replaced with the following:

“Seller shall be solely responsible for all recording fees associated with the Avigation Easement (as defined below) and the Easement Agreement (as defined below).”

1.6 A new Section 6.4(a)(8) shall be added to the end of Section 6.4(a) as follows:

“(8) A counterpart original duly executed and acknowledged pedestrian and vehicular access easement, in the form attached to this Agreement as Exhibit F (“Easement Agreement”), encumbering the western portion of the Purchase Parcel as generally depicted on the attached Exhibit A-4.”

1.7 A new Section 6.4(b)(6) shall be added to the end of Section 6.4(b) as follows:

“(6) A counterpart original duly executed and acknowledged Easement Agreement.”

1.8 Section 6.4(c)(2) is hereby deleted in its entirety and replaced with the following:

“(2) Record the Deed, the Avigation Easement, and the Easement Agreement in that order.”

2. Exhibits. Exhibit A-2 is hereby deleted in its entirety and replaced with the attached Amended Exhibit A-2. Exhibit A-3, Exhibit A-4 and Exhibit F attached to this Second Amendment are hereby incorporated into the Agreement as Exhibit A-3, Exhibit A-4 and Exhibit F.

3. Approved Short Plat Application. By executing and delivering this Second Amendment, the parties acknowledge and agree to have approved the Approved Short Plat Application attached as Amended Exhibit A-2.

3. Miscellaneous. All of the recitals in this Second Amendment are hereby incorporated as agreements of the parties. Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this Second Amendment and the Agreement, this Second Amendment will control. This Second Amendment may be executed in several counterparts and delivered via facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

*[signature page follows]*

**SIGNATURE PAGE  
TO  
SECOND AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the Second Amendment Date.

**SELLER:**

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

By: Lawrence J. Krauter  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

**BUYER:**

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By: Aaron Lake  
Name: Aaron R. Lake  
Its: Manager

AMENDED EXHIBIT A-2  
DEPICTION OF REAL PROPERTY

See attached.

PRELIMINARY SHORT PLAT  
AIRPORT PARCEL 3-9C  
LOCATED WITHIN SEC 36,  
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.,  
SPOKANE COUNTY, WASHINGTON

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_M., IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

AT THE REQUEST OF T-O ENGINEERS.

SPOKANE COUNTY AUDITOR BY DEPUTY

- |  |   |
|--|---|
| <p>Ⓐ CITY OF AIRWAY HEIGHTS WA.<br/>1208 S. LUNDSTROM ST.<br/>AIRWAY HEIGHTS, WA 99001</p> | <p>ⒸⒹⒺ AT QOZB LLC<br/>12709 E. MIRABEAU PKWY STE 10<br/>SPOKANE VALLEY, WA 99216</p> |
| <p>Ⓑ AT ACQUISITIONS LLC<br/>717 W. SPRAGUE AVE. STE 802<br/>SPOKANE, WA 99201</p>         | <p>Ⓕ KUNEY CO. MAX J.<br/>PO BOX 4008 SPOKANE, WA 99202</p>                           |

## NOTES

1. SECTION MONUMENT DESCRIPTIONS AND REFERENCE POINT INFORMATION CAN BE FOUND ON PAGE 2 OF THIS SURVEY.

2. THE NORTH 1/4 CORNER OF SECTION 1 APPEARS TO HAVE BEEN SET ON AN UN-ADJUDICATED LINE BETWEEN THE CLOSING CORNER COMMON TO SECTIONS 1 & 6 AND THE CLOSING CORNER COMMON TO SECTIONS 1 & 2. IT FALLS 2.5 FEET SOUTH OF THE LINE AS MEASURED BETWEEN THE CORNER COMMON TO SECTIONS 35 & 36 AND THE SOUTH 1/4 CORNER COMMON TO SECTION 36. IT BEARS S87°29'47"W, 849.68 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 36.

3. THE CLOSING CORNER COMMON TO SECTION 1 & 6 APPEARS TO NOT HAVE BEEN AMENDED TO THE TRUE RANGE LINE. IT FALLS 0.5 FEET SOUTH OF THE LINE AS MEASURED BETWEEN THE CORNER COMMON TO SECTIONS 31 & 36 AND THE SOUTH 1/4 CORNER COMMON TO SECTION 36. IT BEARS S87°37'09"W, 842.19 FEET FROM THE CORNER COMMON TO SECTIONS 31 & 36.

## EASEMENTS

1. RIGHT OF WAY EASEMENT FOR YELLOWSTONE PIPELINE IN THE S $\frac{1}{2}$  OF THE NW $\frac{1}{4}$  AND S $\frac{1}{2}$  OF SECTION 36. JANUARY 21 1957, INSTRUMENT NUMBER 436400B

2. A 12 FT STRIP TELEPHONE AND TELEGRAPH EASEMENT PARALLEL AND ADJACENT TO THE WESTERLY RIGHT OF WAY OF HAYFORD ROAD IN THE NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 36. JUNE 19, 1961, INSTRUMENT NUMBER 790194B

3. UNDERGROUND COMMUNICATION LINE EASEMENT. THE WEST 15 FEET OF THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 36, EXCEPTING COUNTY ROAD. MARCH 23, 1976, INSTRUMENT NUMBER 7802210195

4. ROAD EASEMENT. THE WEST 30 FEET OF THE S $\frac{1}{2}$  OF THE N $\frac{1}{2}$  OF THE NW $\frac{1}{4}$  OF SECTION 36, RECORDED MARCH 14TH, 1978, INSTRUMENT NUMBER 7803140096

5. PERMANENT SEWER EASEMENT. PLOTTED ON MAP, VOLUME 1341 OF DEEDS AT PAGES 188-203. SEPTEMBER 28, 1992, INSTRUMENT NUMBER 9209280558











6. RIHT OF WAY EASEMENT FOR AVISTA CORPORATION RECORDED JANUARY 18, 2000, INSTRUMENT NUMBER 4448519

7. ORDINANCE NUMBER C-34749, AUGUST 29 2011, INSTRUMENT NUMBER 6023961

8. TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "HIGH RISK DRAINAGE AREA" RECORDED FEB. 15TH 2019, INSTRUMENT NUMBER 6782333

9. AVISTA CORPORATION RIGHT OF WAY RECORDED AS INSTRUMENT NUMBER 6614316

## LEGEND

- 
 SECTION CORNER, SEE MONUMENT TABLE FOR DESCRIPTIONS AND REFERENCE POINT INFORMATION ON PAGE 2.
- 
 1/4 SECTION CORNER, SEE MONUMENT TABLE FOR DESCRIPTIONS AND REFERENCE POINT INFORMATION ON PAGE 2.
- 
 CLOSING CORNER SEE MONUMENT DESCRIPTIONS ON SHEET 2. SEE SURVEYOR'S NOTES FOR ADDITIONAL INFORMATION.
- 
 STANDARD CORNER SEE MONUMENT DESCRIPTIONS ON SHEET 2. SEE SURVEYOR'S NOTES FOR ADDITIONAL INFORMATION.
- 
 FOUND A 5/8" DIAM. REBAR WITH A PLASTIC CAP MARKED TAYLOR AND AN UNREADABLE PLS NUMBER OR AS NOTED.
- 
 FOUND A 1/2" DIAM. REBAR WITH A PLASTIC CAP MARKED BENTHIN PLS 13315 OR AS NOTED.
- 
 FOUND A 5/8" DIAM. REBAR, , WITH A BLUE PLASTIC CAP MARKED PLS 46153.
- 
 FOUND A MAG NAIL AND AN ALUMINUM WASHER MARKED PLS 46153.
- 
 CALCULATED POINT NOTHING FOUND OR SET.
- 
 SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- X ———— X ———— FENCE LINE
- W ———— EXISTING WATERLINE

## REFERENCES

R1) RECORD OF SURVEY BY DUSTY OBERMAYER  
PLS 46153, DATED AUGUST 30TH 2019,  
RECORDED IN BOOK 176 AT PAGE 72-73

R2) RECORD OF SURVEY BY DUSTY OBERMAYER  
PLS 46153, DATED JANUARY 17TH 2017,  
RECORDED IN BOOK 165 AT PAGE 67-69

**T-O ENGINEERS**  
1717 S. Rustle St., Suite 201  
Spokane, WA 99224  
PHONE: (509) 319-2580 FAX: (509) 319-2590  
WWW.TO-ENGINEERS.COM  
**SHEET NO. 1 OF 2**  
J:\SIA Airport Survey\Acadawg\Survey\210029-21-016\_Short Plat Airport Parcel.dwg

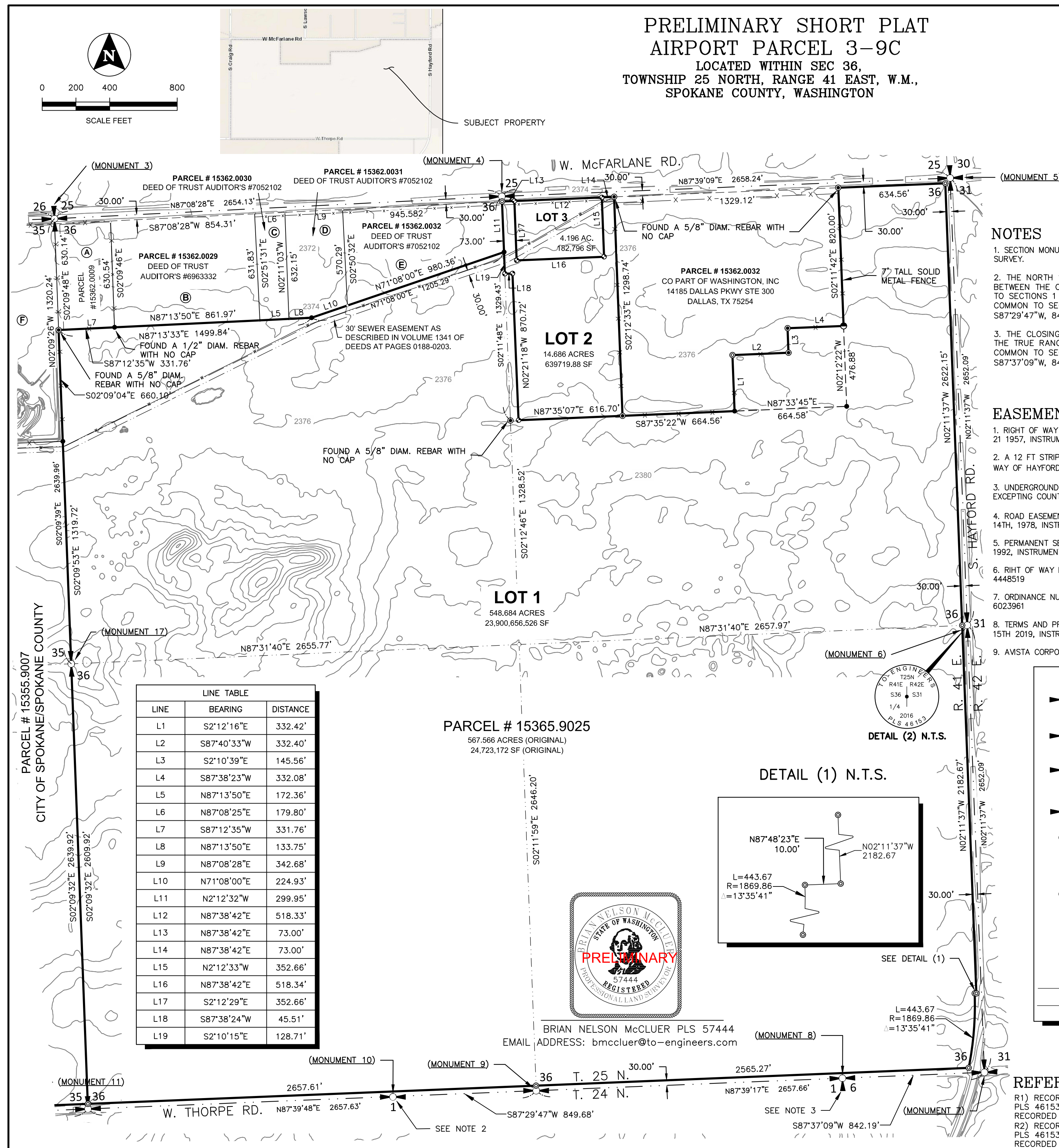
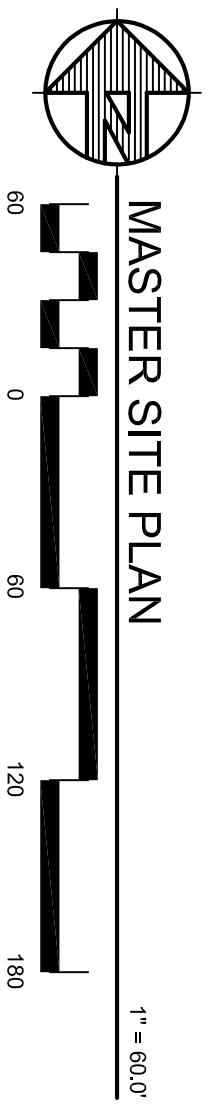
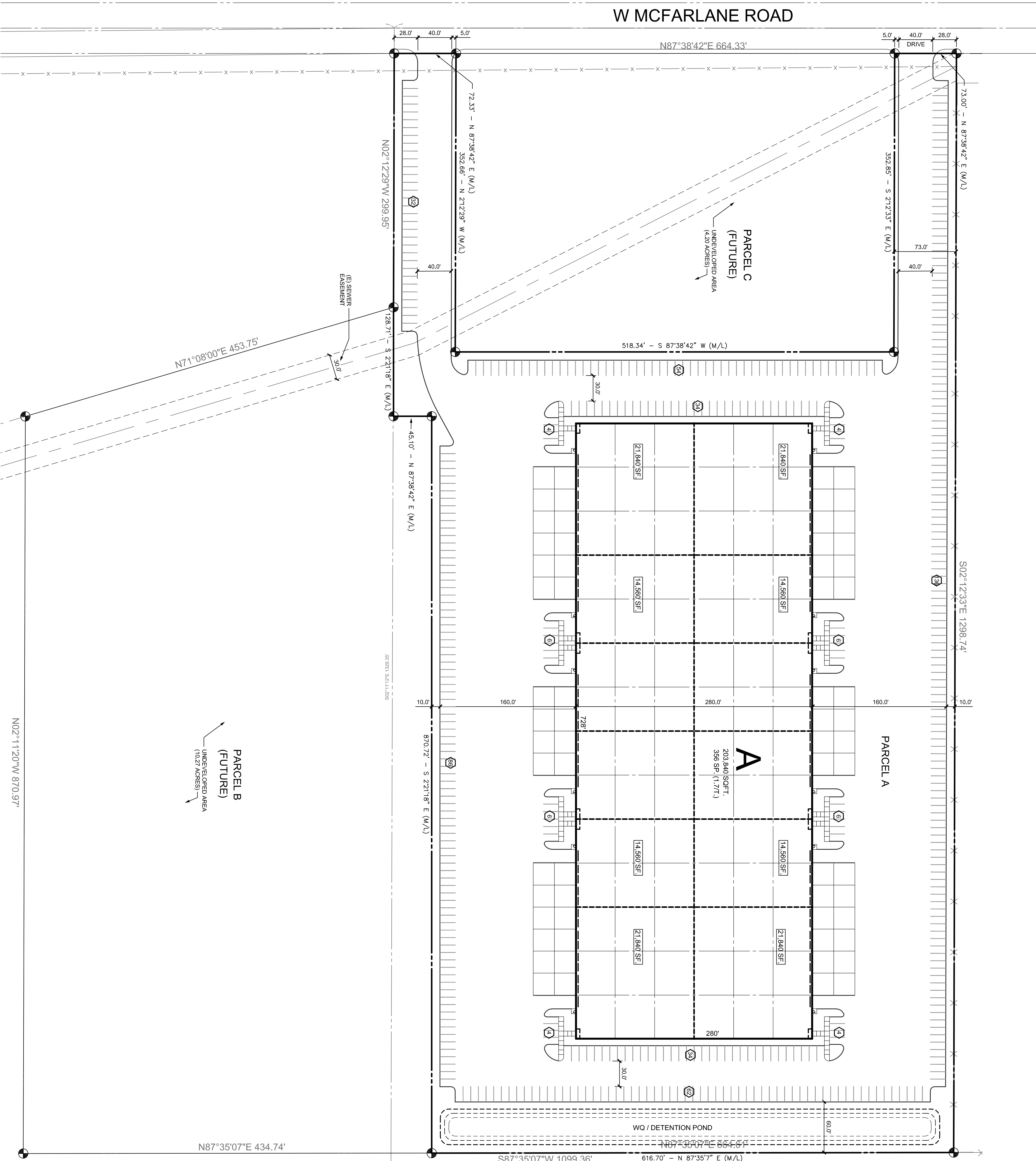






EXHIBIT A-3  
WESTERN PORTION OF LAND SUBJECT TO ROFR

See attached.



GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.

AREA SUMMARY:

PARCEL A SITE AREA:	639,690 SQ. FT.	14.69 ACRES (+/-)
BUILDING A:	203,840 SQ. FT.	32% COVERAGE



EXHIBIT A-4  
DEPICTION OF EASEMENT AREA

See attached.

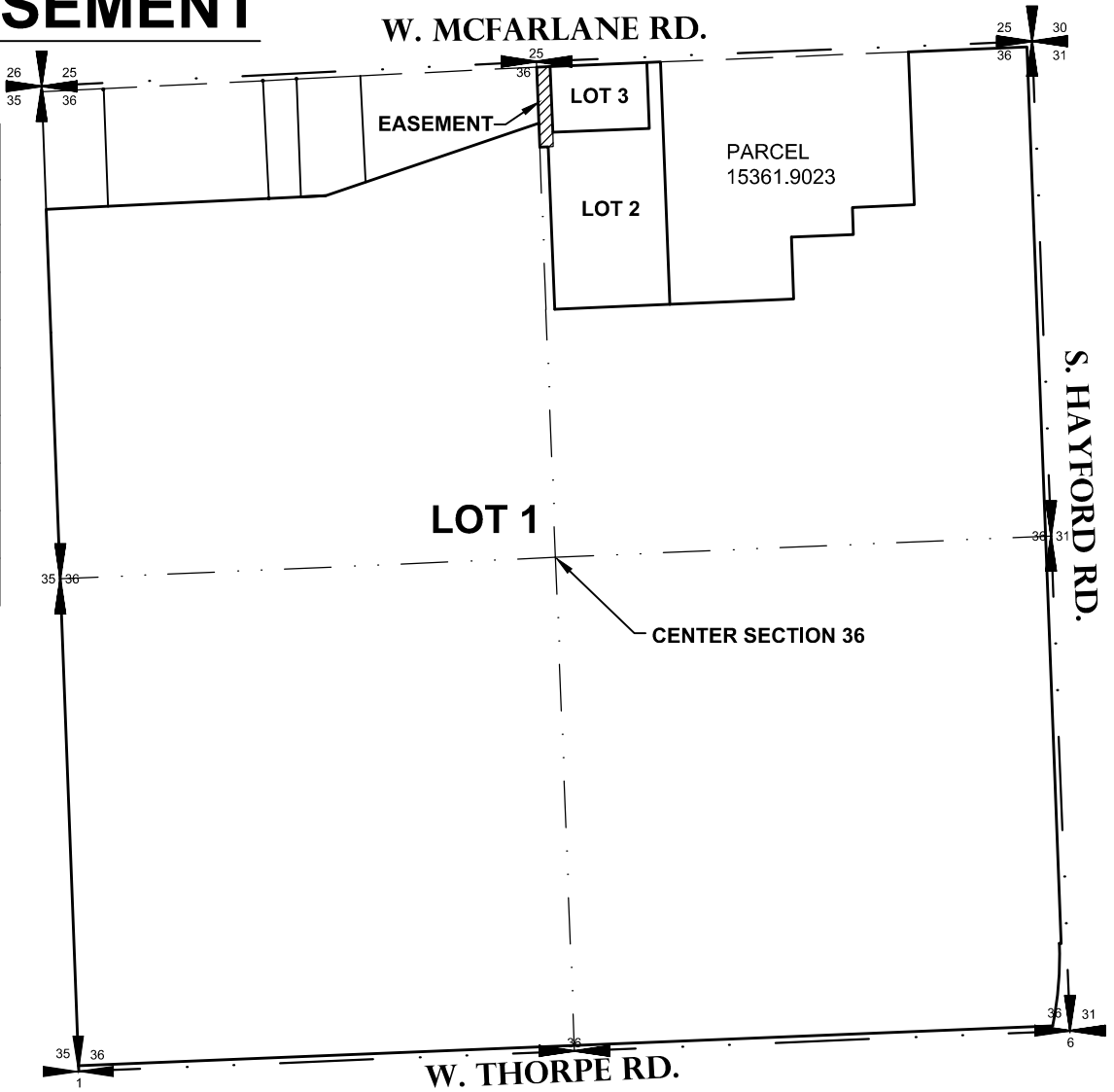
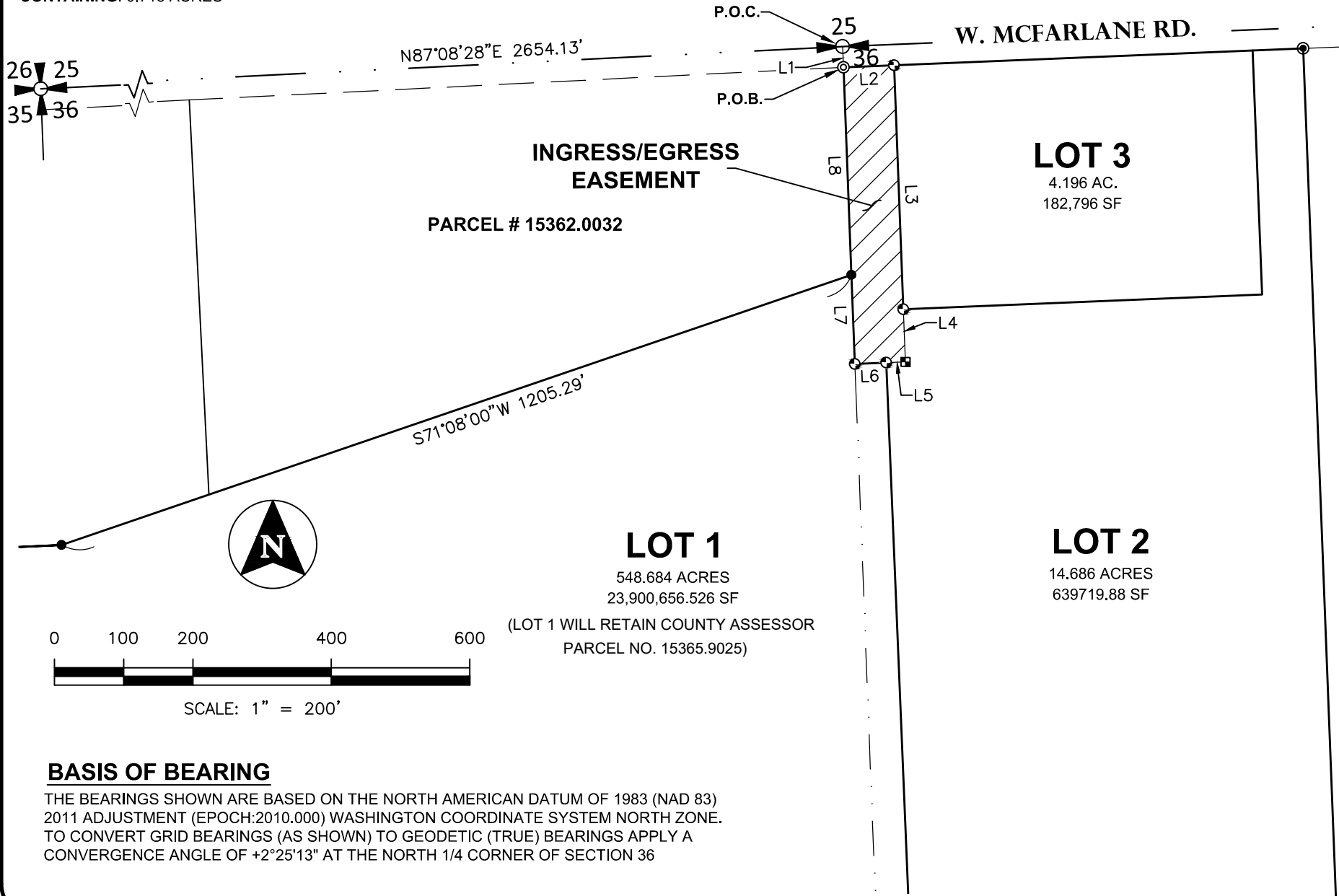
j:\\_SIA Airport Survey\3\_Acaddwg\Survey\2\_Boundary\Survey\210029\_21-031 Parcel 3 AT Acquisitions Easement Exhibit\210029\_21-031 Parcel 3 AT Acquisitions Easement Exhibit.dwg, 6/10/2021 5:39:11 PM, Brian McCluer,

# RETAINED AIRPORT ACCESS EASEMENT

## EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';  
THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;  
THENCE; N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT; THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.  
**CONTAINING:** 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



## LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

## NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



**LEASEHOLDER:**  
**SPOKANE AIRPORT**  
DATE: JUNE 09, 2021  
**SHEET 1 OF 1**

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

## EXHIBIT F

### FORM OF EASEMENT AGREEMENT

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

<b>Grantor:</b>	[*], a [*]
<b>Grantee:</b>	SPOKANE AIRPORT BOARD
<b>Legal Description (abbreviated):</b>	[*]
<b>Assessor's Tax Parcel Number:</b>	Ptn of [*]

---

### ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is granted effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by [\*], a [\*] ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (the "Grantee"). The Grantor and Grantee may hereinafter be individually referred to as a "Party" or collectively as the "Parties".

A. The Grantor is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Grantor Property").

B. The Grantee is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 2 attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires an easement over the Grantor Property for the purpose of vehicular and pedestrian access, ingress and egress.

D. Grantor desires to grant such easements to the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement.

a. Grant of Easement to Grantee. Grantor hereby grants, conveys, warrants and delivers to Grantee, and Grantee's invitees, successors and assigns, a non-exclusive easement upon, over, through and across, that portion of Grantor Property as generally depicted on the attached Schedule 3 and legally described on the attached Schedule 4 ("Easement Area") for:

(i) vehicular ingress and egress, of any kind or nature whatsoever, over, upon and across the Easement Area (collectively, the "Driveways"); and

(ii) pedestrian and bicycle ingress and egress over, upon and across the Easement Area (collectively, the "Walkways");

The Driveways and Walkways, and all uses incidental thereto are hereinafter referred to collectively, "Easements".

b. No-Build Covenant. Neither Grantee nor Grantor shall construct or erect any fences or structure over, upon or across the Easement Area, or otherwise obstruct or prevent access to the Easement Area by the other party, or such party's invitees, or successors and assigns.

2. Covenants Run With the Land. The covenants given and the Easements granted pursuant to this Agreement shall be deemed to be covenants running with the Grantor Property and shall be binding upon and benefit the Grantee Property.

3. Not a Public Dedication. The Easements and covenants established by this Agreement shall be for the benefit of and restricted solely to the use of Grantee, Grantee's heirs and assigns, as the case may be, and their respective invitees, successors and assigns, and shall be used only for the purposes described herein. Grantor shall not grant easement rights to any other person or entity in the Easement Area; *provided, however*, nothing contained in this Agreement shall be construed as excluding Grantor or Grantor's tenants, invitees, successors, and assigns from making use of the Easement Area to the extent such use does not unreasonably interfere with Grantee's use for the purposes described herein. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of the Easements in the general public or for the general public or for any public purposes whatsoever.

4. Maintenance. Grantor, at Grantor's sole cost and expense, shall be solely responsible for the cost of the initial installation of the Easements in the Easement Area, and thereafter the maintenance, repair, replacement, and general upkeep of the Easements and the Easement Area ("Maintenance Cost"). Once the Grantee Property is developed, Grantor, Grantee, its respective successors and assigns, or the then-owner(s) of the Grantor Property and Grantee Property (as the same may be further subdivided), shall be responsible for payment of Maintenance Cost, with each owner being responsible for its pro-rata share of the Maintenance Cost, which will be a fraction, the numerator of which is the number of parcels owned by such owner, and the denominator of which is the number of all parcels encumbered by this Agreement, provided, such total number of parcels is based on the number of parcels developed and actively engaged in the use and enjoyment of the Easements as herein provided.

5. Payment of Maintenance Cost. Grantor shall provide each parcel owner under this Agreement with quarterly itemized statements detailing any Maintenance Cost. If any part of any Maintenance Cost billed to a parcel owner by Grantor is not paid and received by Grantor or its designated agent within thirty (30) days after the parcel owner's receipt of a written request from Grantor for payment of the Maintenance Cost (a "Delinquent Cost"), an automatic late charge equal to five percent (5%) of the charge (but not less than Ten Dollars (\$10.00)) shall be added to and collected with

the charge. Additionally, the total unpaid amounts of any Delinquent Cost (including the late charge) shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid. Any Delinquent Cost that remains unpaid for more than ninety (90) days following Grantor's initial written request shall constitute a lien on Grantee Property (a "Maintenance Cost Lien"), prior and superior to all other liens recorded subsequent to the recordation of the Maintenance Cost Lien, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) labor or materialmen's liens arising under Washington law (timely and duly filed) if the legal effective date is prior to the recording of the Maintenance Cost Lien.

6. Indemnification. Grantee and its successors and assigns shall indemnify and hold harmless Grantor from and against any claim, cost, expense, or liability of any nature, including but not limited to, damage done to the improvements, resulting from the use of the Easement Area by Grantee or its invitees, successors, and assigns. Grantor and its successors and assigns shall indemnify and hold harmless Grantee from and against any claim, cost, expense, or liability of any nature, including but not limited to, damage done to the improvements, resulting from the use of the Easement Area by Grantor or its invitees, successors, and assigns.

7. Consent to Modification. This Agreement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then owners of each of the properties; *provided, however*, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural and the plural shall include the singular. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

10. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions herein set forth.

11. Dispute Resolution. The Parties agree that any dispute or claim arising by, between or among them in respect of any provision of this Agreement, including, but not limited to the Maintenance Cost, the Parties so involved shall meet and confer in good faith to fairly and equitably resolve the dispute. If the Parties cannot resolve the issue or dispute, then the dispute shall be resolved in accordance with Section 12 below.

12. Miscellaneous. The recitals provided at the outset of this Agreement are hereby incorporated by reference in this Agreement as though fully set forth herein. In the event a Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement shall be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in

Superior Court in Spokane County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

*[signature page and acknowledgements follow]*

**SIGNATURE PAGE  
TO  
ACCESS EASEMENT AGREEMENT**

GRANTOR:

[\*],  
a [\*]

GRANTEE:

SPOKANE AIRPORT BOARD, a joint operation  
of the City of Spokane and County of Spokane,  
Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

*[acknowledgements follow]*

STATE OF WASHINGTON               )  
  ) ss.  
County of Spokane                     )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of [\*], the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: \_\_\_\_\_

(Seal or Stamp)



**SCHEDULE 1**

**LEGAL DESCRIPTION TO GRANTOR PROPERTY**

[To be inserted]

APN:

**SCHEDULE 2**

**LEGAL DESCRIPTION TO GRANTEE PROPERTY**

[To be inserted]

APN:

**SCHEDULE 3**

**DEPICTION OF EASEMENT AREA**

[To be inserted]

**SCHEDULE 4**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[To be inserted]


SIGNATURE CERTIFICATE



REFERENCE NUMBER  
30829DA4-17E6-4874-8DA0-2533A2C848EB

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 30829DA4-17E6-4874-8DA0-2533A2C848EB	<b>Document Name</b> Second Amendment to PSA (Mcfarlane 2 0)
<b>Transaction Type</b> Signature Request	<b>Filename</b> second_am_to_psa_mcfarlane_2_0_-_execution_version_02452908x9f871_.pdf
<b>Sent At</b> 06/17/2021 11:42 EDT	<b>Pages</b> 20 pages
<b>Executed At</b> 06/17/2021 11:53 EDT	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 3.62 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 8404080d181ce28da0ade100bdc3a885f6f62d01ec1fd97604fda929a8cea7b7
<b>Signed Checksum</b> 5b3591522178c4c8b80828cb37a6b06963de55f6c9ed482797b4f17b38e7f5d8	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Aaron Lake	<b>Status</b> signed	<b>Viewed At</b> 06/17/2021 11:53 EDT
<b>Email</b> aaron@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 272148657c064405c1ae45ff11de13b02fbed71ead1b29ddd511897f6144751	<b>Identity Authenticated At</b> 06/17/2021 11:53 EDT
<b>Components</b> 1	<b>IP Address</b> 173.225.91.113	<b>Signed At</b> 06/17/2021 11:53 EDT
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 515E15EC	

AUDITS

TIMESTAMP	AUDIT
06/17/2021 11:42 EDT	Tyler Black (tblack@lukins.com) created document 'second_am_to_psa_mcfarlane_2_0_-_execution_version_02452908x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
06/17/2021 11:42 EDT	Aaron Lake (aaron@atindustrialco.com) was emailed a link to sign.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) viewed the document on Chrome via Windows from 173.225.91.113.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) authenticated via email on Chrome via Windows from 173.225.91.113.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) signed the document on Chrome via Windows from 173.225.91.113.

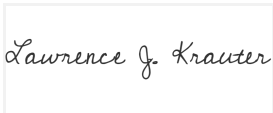
SIGNATURE CERTIFICATE



REFERENCE NUMBER  
85905670-CFD8-4D5D-A5FF-24C158B8270C

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 85905670-CFD8-4D5D-A5FF-24C158B8270C	<b>Document Name</b> Second Amendment to PSA (Mcfarlane 2.0)
<b>Transaction Type</b> Signature Request	<b>Filename</b> second_amendment_to_psa_mcfarlane_2_0_-_buyer-executed_02452986x9f871_.pdf
<b>Sent At</b> 06/17/2021 17:46 EDT	<b>Pages</b> 21 pages
<b>Executed At</b> 06/17/2021 17:49 EDT	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 4.18 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 1fb85b849837f0832017a68374d31ee8bd2cf427d50c5bc9c030ed0ffe882efd
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<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Lawrence J. Krauter	<b>Status</b> signed	<b>Viewed At</b> 06/17/2021 17:48 EDT
<b>Email</b> lkrauter@spokaneairports.net	<b>Multi-factor Digital Fingerprint Checksum</b> 09b2bc717465e1225e6dfe1e63018820503b88fd4def6313e7cac03fdf2381f2	<b>Identity Authenticated At</b> 06/17/2021 17:49 EDT
<b>Components</b> 1	<b>IP Address</b> 66.239.253.194	<b>Signed At</b> 06/17/2021 17:49 EDT
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 8E546575	

AUDITS

TIMESTAMP	AUDIT
06/17/2021 17:46 EDT	Tyler Black (tblack@lukins.com) created document 'second_amendment_to_psa_mcfarlane_2_0_-_buyer-executed_02452986x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
06/17/2021 17:46 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) was emailed a link to sign.
06/17/2021 17:48 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) viewed the document on Chrome via Windows from 66.239.253.194.
06/17/2021 17:49 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) authenticated via email on Chrome via Windows from 66.239.253.194.
06/17/2021 17:49 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) signed the document on Chrome via Windows from 66.239.253.194.

City: OPR \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A	)	
PORTION OF SPOKANE COUNTY	)	
ASSESSOR PARCEL 15362.0025	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of Spokane County Assessor Tax Parcel 15362.0025, comprised of approximately 14.686 acres of land, and grant of a right of first refusal for a portion of Spokane County Assessor Tax Parcel 15362.0025, comprised of approximately 14.466 acres of land, all of which is located generally at the south side of McFarlane Road between South Russell Street and South Hayford Road in the City ("Property"), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, as amended, a full and complete copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property, and grant and execute on the right of first refusal on the Property.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Josh Kerns, Chair

ATTEST:

\_\_\_\_\_  
Mary L. Kuney, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez

\_\_\_\_\_  
Al French, Commissioner



EXHIBIT A

THE PROPERTY

SPOKANE COUNTY ASSESSOR TAX PARCEL NUMBERS

15362.0025

EXHIBIT B

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF JANUARY 6, 2021,  
BY AND BETWEEN SPOKANE AIRPORT AND AT ACQUISITIONS, LLC,  
AS AMENDED BY THE FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS,  
DATED AS OF MARCH 5, 2021,  
AND AS AMENDED BY THE SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE  
AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF JUNE 17, 2021,

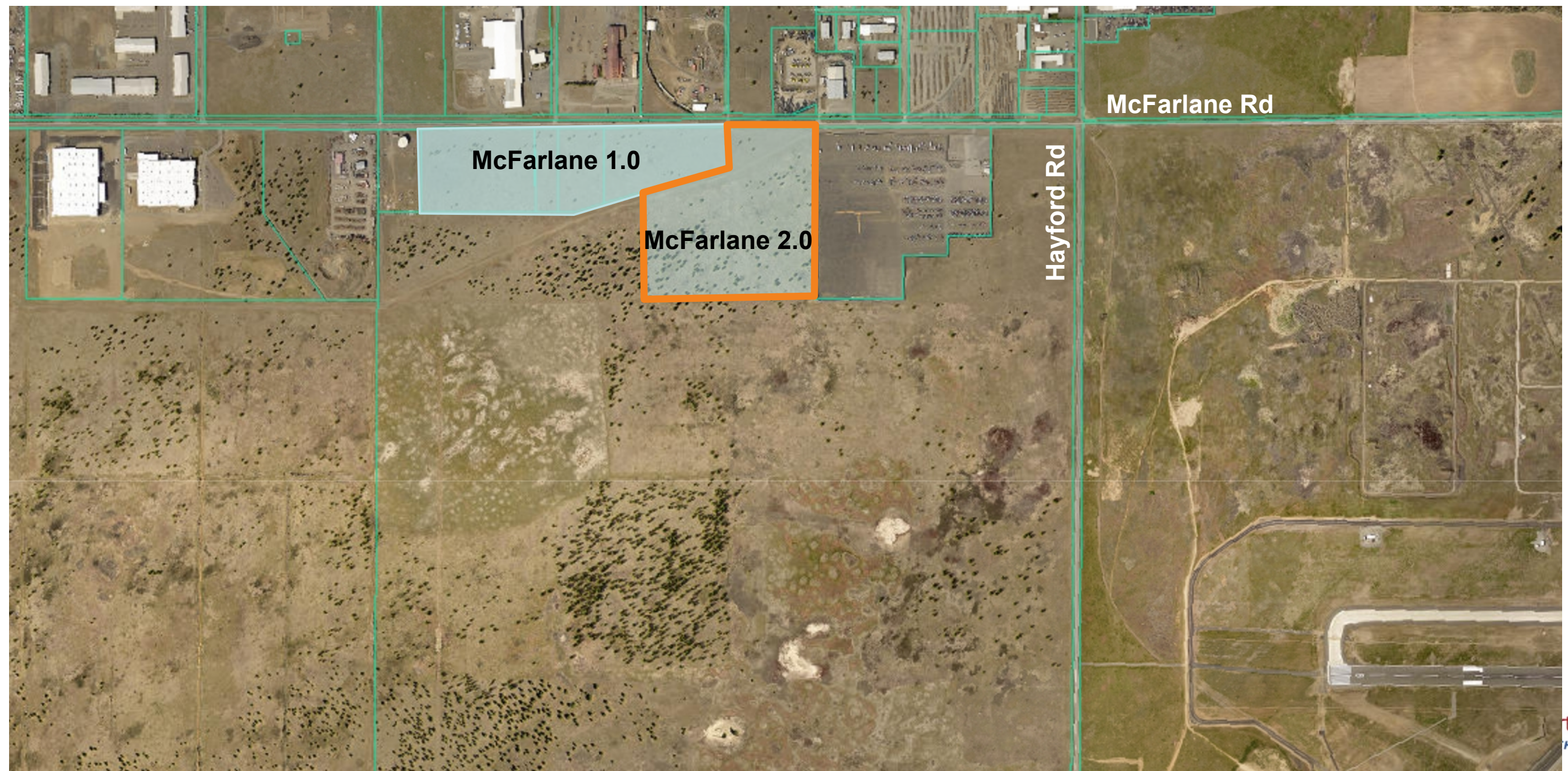




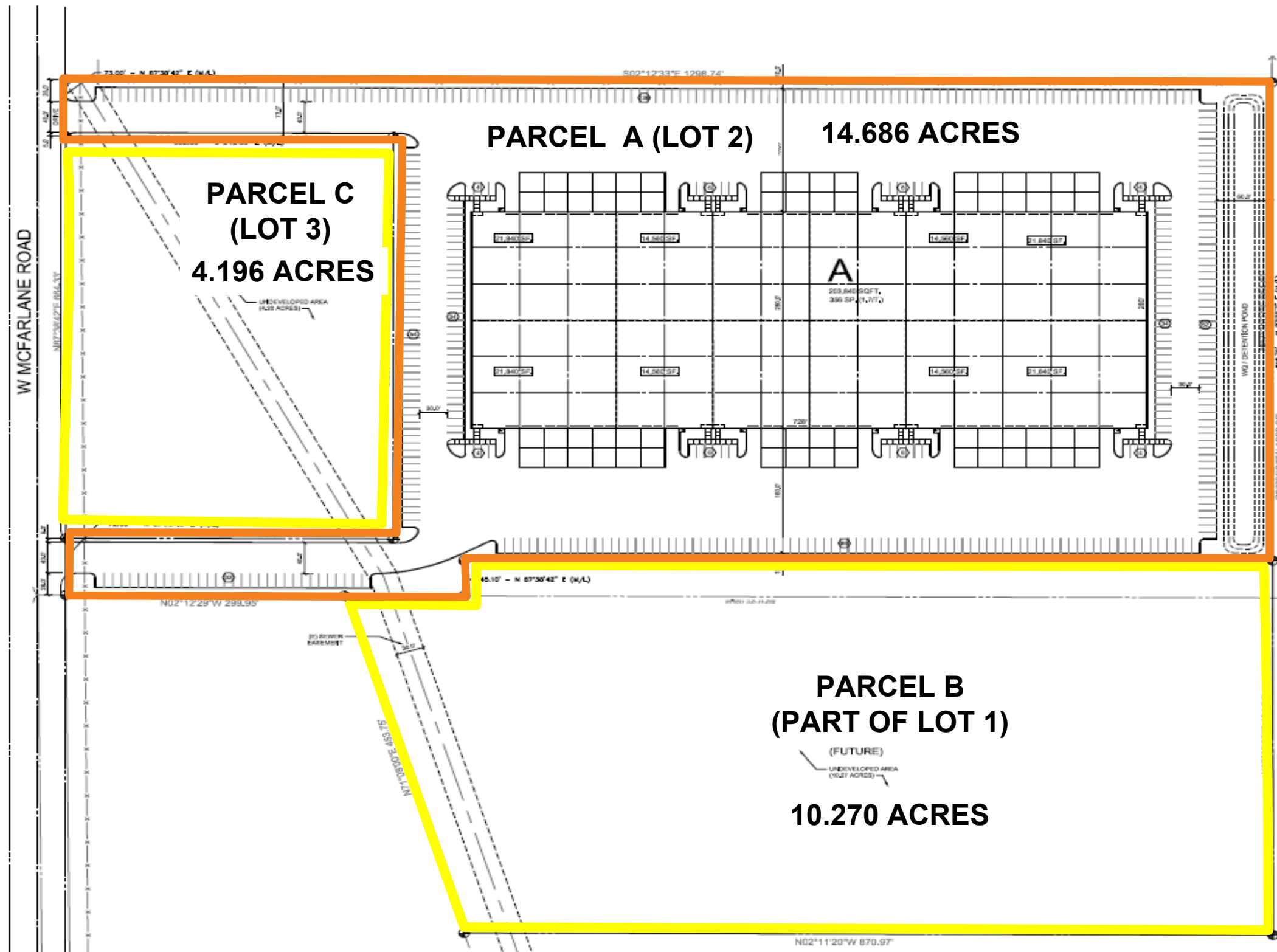
# PSA and PSA Amendment for Sale of Land & Right of First Refusal to AT Acquisitions, LLC at McFarlane Road



# Overview of McFarlane 1.0 and McFarlane 2.0 (subject of PSA and ROFR)







- ACQUISITION**  
- 14.686 acres (Lot 2)
- RIGHT OF FIRST REFUSAL**  
- 4.196 acres (Lot 3)  
- 10.27 acres (Lot 1)



**GENERAL NOTES:**  
1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.

**AREA SUMMARY:**

PARCEL A SITE AREA	838,880 SQFT	14.69 ACRES (14)
BUILDING A	203,840 SQFT	30% COVERAGE

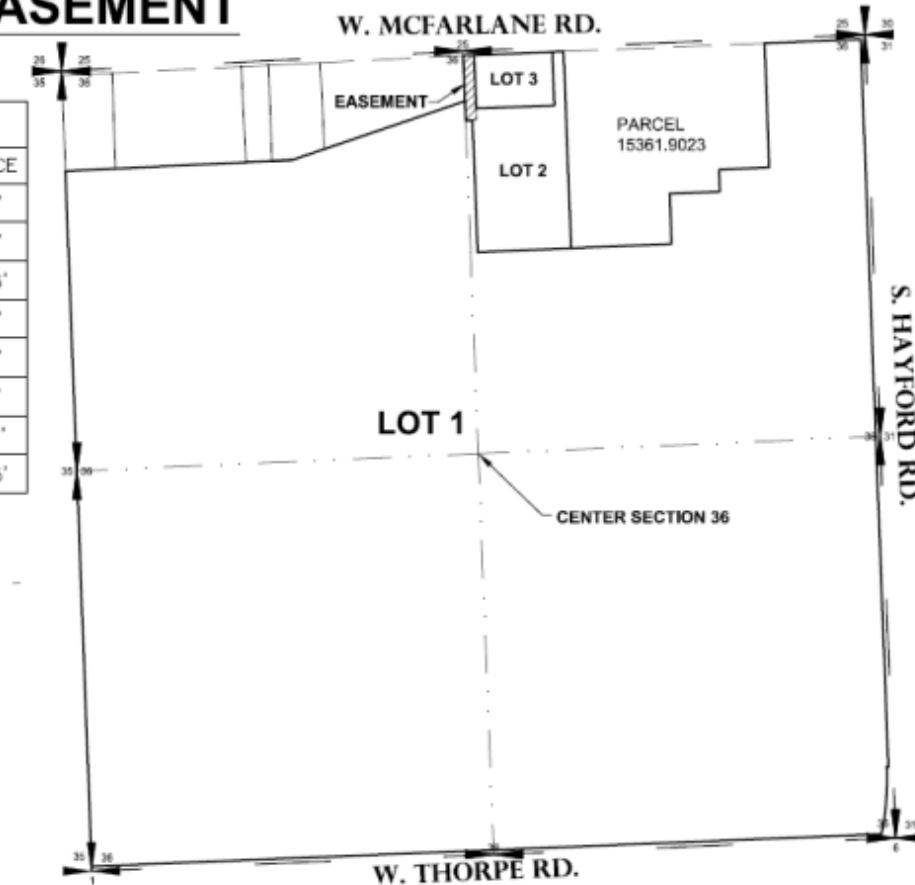
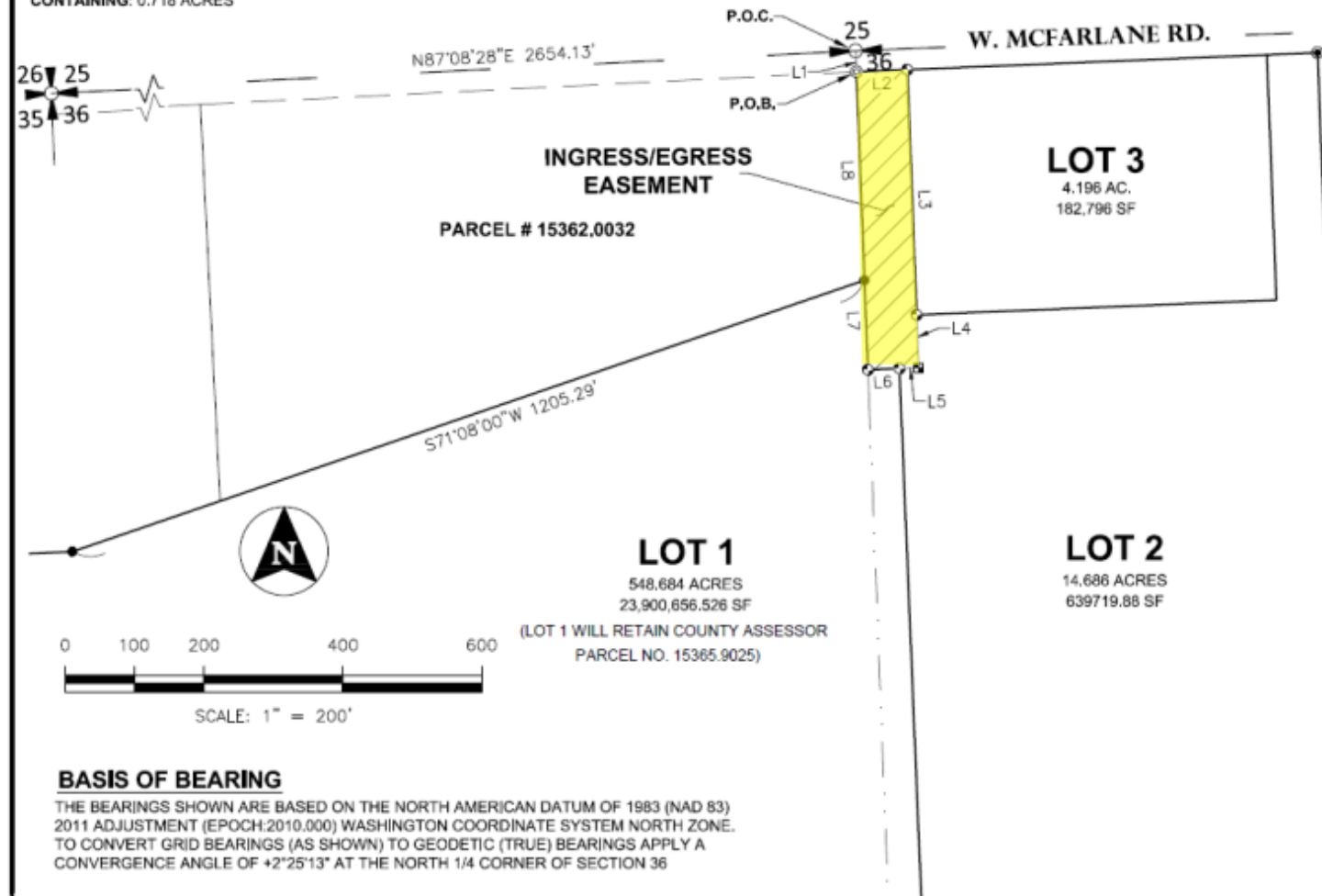
# Access Easement

## RETAINED AIRPORT ACCESS EASEMENT

### EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';  
 THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;  
 THENCE: N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT; THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.  
 CONTAINING: 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



### LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

### NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



LEASEHOLDER:

**SPOKANE AIRPORT**

DATE: JUNE 08, 2021

SHEET 1 OF 1

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224





## PSA and Amendment to PSA with AT Acquisitions, LLC

- PSA executed on January 6, 2021, subject to Board approval once the review period and exact definition of land to be acquired and land to be placed in Right of First Refusal.
- Initial PSA included 30 Acres of property adjacent to the 30-Acres previously acquired by AT Acquisitions, LLC.
- FAA land release complete.
- Earnest money of \$30,000 deposited in escrow.
- PSA requires AT to purchase a minimum of 10 acres of property at closing.
- Right of First Refusal for property not acquired at closing requires payment of \$20,000.
- AT has indicated that they want to close on 14.686 Acres of the 30 acre area.
- Appraised value of land is \$1.25 psf which results in a purchase price of \$799,652.70.
- No broker involved in transaction.
- Avigation easement to be recorded over property.
- Closing scheduled not later than October 15, 2021.

## Requested Action

- Approve Joint Resolution authorizing the Purchase and Sale Agreement and PSA Amendment with AT Acquisitions, LLC for sale of 14.686 Acres of land in the amount of \$799,652.70 and to place 14.466 Acres of land into a Right of First Refusal for a payment of \$20,000.



## REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 6<sup>th</sup> day of January, 2021 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and AT ACQUISITIONS, LLC, a Washington limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

### RECITALS

A. Seller is the owner of fee simple title to approximately 561.92 acres located generally at the south side of West McFarlane Road between South Russell Street and South Hayden Street in Airway Heights ("City"), Spokane County ("County"), Washington ("State") as more particularly bounded and described on Exhibit A-1 attached hereto (the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately 30.00 acres fronting West McFarlane Road, in the City, County, State, as depicted on Exhibit A-2 attached hereto (the "Real Property" and together with those items described in Recitals C through E, collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively "Governmental Authorities"); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with STEWART TITLE AND GUARANTY COMPANY (Attn: Kim Belcher) ("Escrow Agent" or "Title Company") the sum of Thirty Thousand Dollars (\$30,000.00) in Current Funds (as hereinafter defined) as earnest money (the "Earnest Money"), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the

expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement, and one-third (1/3 of the Earnest Money (the “Nonrefundable Portion”) shall be nonrefundable to Buyer in all events absent a Seller Default. Upon receipt, Escrow Agent shall deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money.

2.2 Independent Consideration. Simultaneously with Buyer’s delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to One Hundred Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller’s execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price. The purchase price (the “Purchase Price”) for the Property will be determined by MAI appraisal and technical review appraisal (collectively, the “Appraisal”) to be obtained by Seller prior to February 19, 2021, which Purchase Price will be determined on a “price per acre basis” multiplied by the actual number of acres of the Real Property as shown on the final Approved BSP Application (as defined herein), together with Buyer’s share of closing costs and prorations, as set forth in this Agreement. Upon Seller obtaining the Appraisal, Seller shall promptly provide the same to Buyer, and if Buyer does not deliver written notice to Seller within three (3) Business Days from the date Buyer receives such Appraisal electing to terminate this Agreement, Buyer will be deemed to have approved the price per acre delineated within the Appraisal. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, “Current Funds” means wire transfers, certified funds, or cashier’s checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time, sixty (60) days thereafter, subject to extension under Section 4.4(a) below.

4.2 Review of Title. Within three (3) Business Days after the Effective Date, Buyer shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the “Title Report”).

(a) Objections. Buyer shall review the Title Report and may, within forty-five (45) days after the Effective Date (the “Title Review Period”), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer’s discretion (each such objectionable matter or exception considered a “Disapproved Matter”). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) days following Seller’s receipt of Buyer’s written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be

deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, prior to the expiration of the Review Period, either: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have three (3) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money, together with any documents or instruments that Buyer has deposited

with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Review of Diligence Materials. Seller shall, no later than three (3) Business Days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.4(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.4 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer's sole cost and expense. As part of Buyer's physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "Phase II") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II by giving written notice to Seller. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer's Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer's Agent has any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.4(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and

harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Before entering upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (b) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer's Agents who conduct inspections of the Property, (c) workers' compensation insurance as required Washington statutes, and (d) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. Such insurance coverage shall (i) be issued by an insurance company licensed in Washington having a rating of at least "A VIII" by A.M. Best Company, (ii) be primary and any insurance maintained by Seller shall be excess and noncontributory, (iii) include contractual liability coverage with respect to Buyer's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever), and (iv) not contain any exclusions for "insured versus insured" claims as respects any potential claim by Seller against Buyer. The insurance certificate required herein shall also provide that the coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller. Buyer agrees to repair any and all damages caused to the Property due to Buyer's entry thereon and otherwise to restore the Property to the Property's original condition before such entry. The obligations of Buyer under this Section 4.4 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.

4.5 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.5, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer or upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

#### 4.6 Entitlement Period.

(a) Duration. As used in this Agreement, the term “Entitlement Period” means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) the date that is one hundred eighty (180) days after the expiration of the Review Period; and (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the “Project”). Buyer shall, during the Entitlement Period, use commercially reasonable efforts to obtain Final Approval of the Entitlements, and shall provide prompt written notice to Seller upon obtaining Final Approval of its Entitlements.

(b) Entitlements. As used in this Agreement: the term (i) “Entitlements” means all governmental or other zoning, environmental, archaeological, historical and other land use approvals, licenses, consents, waivers, abandonments or relocations of easements, entitlements and permits as Buyer, in its discretion, deems necessary or advisable in order to develop the Project, and (ii) “Final Approval” means the final, binding approvals of the Project and all Entitlements thereto by all applicable Governmental Authorities, the receipt of any and all Entitlements and the expiration of any appeal periods relating to any such Entitlements and approvals without any outstanding appeal thereto. Seller shall cooperate with Buyer and take all actions reasonably necessary to assist Buyer in Buyer’s efforts to obtain Final Approval of the Project and Entitlements, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the development of the Project that are required to be executed by the owner of the Property; *provided, however*, that no such applications or other documents may encumber the Property until the Closing unless otherwise consented to by Seller. Following the Effective Date, the submission and processing of the Entitlements shall be at Buyer’s sole cost and at the sole control and direction of Buyer.

(c) Right to Terminate Prior to Expiration of Entitlement Period. Notwithstanding anything contained in this Agreement to the contrary, Buyer may in its sole discretion cease its pursuit of the Final Approval of the Entitlements and terminate this Agreement after the expiration of the Review Period and prior to the expiration of the Entitlement Period if Buyer determines, in its sole discretion, that it will not be feasible to obtain Final Approval of all of Buyer’s desired Entitlements for the Project. Buyer may exercise such termination right by delivering written notice of termination to Seller and Escrow Agent prior to the expiration of the Entitlement Period (the “Entitlements Termination Notice”). If Buyer fails to deliver the Entitlement Termination Notice or in the alternative, fails to affirmatively notify Seller in writing on or before the expiration of the Entitlement Period that it intends to proceed with the transactions contemplated hereunder and expressly waives its right of termination under this Section 4.6(c) (the “Entitlements Approval Notice”), this Agreement shall terminate whereupon Escrow Agent shall immediately disburse the Earnest Money to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither party shall have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

#### 4.7 Binding Site Plan; Form 7460-I.

(a) Binding Site Plan Application. During the Review Period, Buyer shall cause a preliminary site plan outlining the proposed boundaries for the parcels to be created within the Real Property to be prepared (the "Site Plan"). The boundaries of the parcels proposed within the Site Plan do not coincide with the boundaries of the Real Property as they exist as of the Effective Date. On or before the expiration of the Review Period, Buyer and Seller shall use commercially reasonable efforts to mutually agree upon the Site Plan ("Approved Site Plan"). Following the Parties mutual approval of the Approved Site Plan and after the expiration of the Review Period, Seller shall, at Seller's sole cost and expense, prepare and submit to Buyer for Buyer's approval a complete application, including certificates of exemption, for a binding site plan to adjust the existing boundaries of the parcels within the Real Property to match those described in the Approved Site Plan (the "BSP Application"). Buyer shall have ten (10) Business Days after receipt of the BSP Application in which to review and give Seller written notice of Buyer's approval of the BSP Application or its requested changes thereto. Seller shall within five (5) Business Days modify the BSP Application as reasonably requested by Buyer, and this approval process shall be repeated until the BSP Application is approved by Buyer. Once approved by Buyer, the BSP Application will constitute the "Approved BSP Application".

(b) Submission of Approved BSP Application; Form 7460-1. Following the Parties mutual approval of the Approved BSP Application, Seller shall (i) take all actions necessary to cause the binding site plan of the existing parcels within the Real Property to coincide with the boundaries set forth in the Approved BSP Application via the processing of certificates of exemption with the Spokane County Department of Building and Planning and the finalization of a binding site plan to be filed or recorded in the official records of the County ("Binding Site Plan"), with no Unanticipated Approval Conditions other than those approved by Buyer in writing (the "BSP Contingency"), and (ii) working in concert with Buyer, submit for FAA approval Form 7460-1, Notice of Proposed Construction or Alteration. Buyer shall reasonably cooperate (at no cost to Buyer) with Seller and take all actions reasonably necessary to assist Seller in Seller's efforts to (y) complete the Binding Site Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Binding Site Plan, and (z) obtain a positive determination from the FAA, including airspace review clearance, with respect to Form 7460-1 and Buyer's Project described therein (the "FAA Project Approval Contingency"). Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved BSP Application, Binding Site Plan and Form 7460-1, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Binding Site Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved BSP Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved BSP Application or this Agreement (each, an "Unanticipated Approval Condition"), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If (a) Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, that (i) the applicable Governmental Authority is unwilling to approve the Binding Site Plan without the Unanticipated Approval Condition and (ii) such Unanticipated Approval Condition will have a material

and adverse impact on Buyer's Project, or (b) the BSP Contingency is not satisfied prior to expiration of the Entitlement Period, Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Binding Site Plan Costs and Fees. Seller shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and administration of the Approved BSP Application and the satisfaction of the conditions to approval of the Binding Site Plan.

(d) Property to Be Acquired at Closing. At Closing, Buyer must purchase a portion of the Real Property equal to or greater than ten (10) acres ("Purchase Parcel"), provided that the Purchase Parcel will be mutually agreed to by the Parties concurrently with the completion of the Approved BSP Application. Immediately following the Parties mutual agreement of the Purchase Parcel, Buyer shall notify Escrow Agent in writing. Buyer shall additionally have the right, but not the obligation, to acquire such other tax parcels of the Real Property shown on and created pursuant to the Approved BSP Application in addition to the Purchase Parcel at Closing by delivery of written notice to Seller not later than ten (10) Business Days prior to Closing. Upon delivery of such written notice, any additional parcels of the Real Property identified by Buyer shall become part of the Property to be acquired at Closing, and all terms and conditions of this Agreement applicable to the acquisition of the Property shall apply thereto, including, without limitation, the Purchase Price set forth in Section 3 hereof.

4.8 Right of First Refusal. At Closing, Seller shall provide Buyer with a right of first refusal to acquire any portion of the Real Property that Buyer does not elect to acquire at Closing, the form of which is attached hereto as Exhibit D (the "ROFR"). In consideration of the grant of the ROFR, at Closing, Buyer shall pay to Seller the sum of Twenty Thousand Dollars (\$20,000) (the "ROFR Consideration"), which ROFR Consideration shall be credited towards the purchase price at the first closing of the real property subject to the ROFR, should Buyer elect to acquire the same.

## 5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The BSP Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7; and



(e) Seller shall have satisfied the Approval Conditions (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller); *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The BSP Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7;

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively; and

(e) Seller's receipt of written approval from the Federal Aviation Administration ("FAA") for release and/or disposal of the Real Property by Seller that formally authorizes the release and/or disposal and removal of the Real Property as airport dedicated real property pursuant to Section 163 of the FAA Reauthorization Act of 2018 ("FAA Disposal Approval").

If any of the conditions delineated in Sections 5.2(a), 5.2(b) or 5.2(c) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 5.2(d) and 5.2(e) (the "Approval Conditions") to be satisfied on or before Closing. Upon satisfaction of any of the Approval Conditions, Seller shall provide prompt written notice to Buyer of the same.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) October 15, 2021, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date designated by Buyer by not less than ten (10) Business Days prior written notice to Seller. Notwithstanding anything herein to the contrary, if Closing has not occurred by October 15, 2021 due to the failure of the Approval Conditions then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller).

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement, if applicable to Seller. Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below). Buyer shall be responsible for all recording fees associated with recording the Deed (as defined below). Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs such taxes shall be paid by Buyer at the time of Closing.

(d) Utility Readings. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is

unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings.

(e) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(f) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(g) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(h) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

#### 6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A counterpart original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.

(4) A duly executed and acknowledged ROFR, if applicable.

(5) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the "Code").

(6) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(7) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A duly executed and completed REETA.

(3) A counterpart original duly executed and acknowledged Avigation Easement, if required by Seller.

(4) A duly executed and acknowledged ROFR, if applicable.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed and the Avigation Easement in that order.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase "to Seller's knowledge" as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any

affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Sections 5.2(d) and 5.2(e), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Buyer is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a "foreign person" as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller's knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller's ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls;

(D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.7 Due Diligence Documents. To Seller's knowledge, all of the Current Diligence Materials delivered or made available by Seller to Buyer in connection with the Property are complete copies of such items in Seller's possession or control.

7.8 No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any provisions of Seller's organizational documents, or any bond, note, or other evidence of indebtedness that will not be discharged at Closing or any judicial order or agreement to which Seller is a party or to which Seller is subject. Seller has not entered into any agreement to sell or otherwise transfer its interest in the Property except for this Agreement.

7.9 No Contracts. Seller has not entered into and is not a party to any contracts or commitments relating to the Property that extend beyond the Closing Date.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this Agreement, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, ruling, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the

foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

9. "AS IS" Sale; Release & Waiver.

9.1 "AS IS" Purchase.

(A) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES

OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINAFTER DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: LJK Buyer's Initials: TW

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit E. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate



Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

(c) Approval Conditions. Commencing on the Effective Date, Seller shall use commercially reasonable efforts to satisfy the Approval Conditions prior to January 29, 2021 (the "Approval Conditions Deadline"), *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a default of this Agreement. Buyer and Seller shall reasonably cooperate with each other and Buyer shall take all actions reasonably necessary to assist Seller in Seller's efforts to satisfy the Approval Conditions, including, without limitation, submitting such materials and executing such applications and any other documents that may be requested by the FAA. Seller shall provide prompt written notice to Buyer of the satisfaction of the Approval Conditions when received. If Seller fails to provide written evidence of satisfaction of the Approval Conditions prior to the Approval Conditions Deadline, Buyer shall have the right to extend the Approval Conditions Deadline until the Closing Date by delivering written notice of such election to Seller not later than five (5) Business Days following the Approval Conditions Deadline. If Seller is unable to satisfy the Approval Conditions at

any time prior to the Approval Conditions Deadline (as the same may have been extended), Buyer may terminate this Agreement by written notice to Seller, in which event the Earnest Money and all interest thereon (less the Nonrefundable Portion, which shall be remitted to Seller) shall be returned to Buyer, and thereafter all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

10.2 Post-Closing Construction Covenant of Buyer. Buyer acknowledges and agrees that as a condition to obtaining the FAA Disposal Approval, Buyer must adhere and comply with the FAA's approval of Buyer's Project previously obtained in connection with the satisfaction of the FAA Project Approval Contingency while constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: LJK

Buyer's Initials: TW

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual and reasonable out of pocket documented expenses incurred exclusively with respect to this transaction in an amount not to exceed three and 36/100 percent (3.36%) of the Purchase Price or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing Party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Spokane International Airport  
c/o Airport Board  
Attn: Lawrence J. Krauter  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Email: lkrauter@spokaneairports.net  
Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.  
Email: tblack@lukins.com  
Fax: (509) 363-2487

If to Buyer: AT Acquisitions, LLC  
c/o Leavitt Capital Companies  
12709 E. Mirabeau Parkway, Suite 10  
Spokane Valley, Washington 99216  
Attn: Aaron Lake and Timothy Wolff  
Email: aaron@leavittcap.com  
twolff@awolff.com  
Fax: (509) 357-1761

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Brady M. Peterson, Esq.  
Email: bpeterson@lukins.com  
Fax: (509) 363-5215

If to Escrow Agent: Stewart Title and Guaranty Company  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
Attn: Kim Belcher  
Email: kim.belcher@stewart.com  
Fax: (509) 343-2793

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a

period of nine (9) months (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless the Buyer notifies the Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed twenty-five percent (25%) of the Purchase Price. Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms “includes,” “including,” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation,” “including, without limitation” and “include without limitation.”

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion; *provided, however,* that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller's consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however,* the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer

acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

*[signatures to appear on the following page]*

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.


SELLER:

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

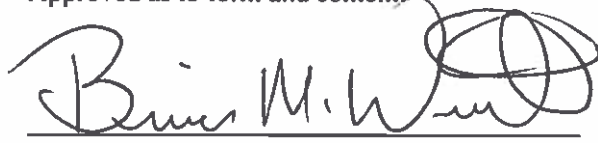
By:   
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

BUYER:

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By:   
Name: Timothy M. Wolff  
Its: Manager

Approved as to form and content:

  
Brian Werst, General Counsel



This Real Property Purchase and Sale Agreement with Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the \_\_\_\_ day of January, 2021. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

STEWART TITLE AND GUARANTY  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A-1  
LEGAL DESCRIPTION OF SELLER PROPERTY\*

The following real property identified by the Spokane County Assessor as tax parcel number:

15365.9025

*\*Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as a new Exhibit A-1 to this Agreement.*

EXHIBIT A-2  
DEPICTION OF REAL PROPERTY\*



\*Real Property outlined in substantial form by red lines. A final legal description of the Property shall be determined by the Binding Site Plan, once completed, and the Parties acknowledge and agree such legal description will be incorporated herein as new Exhibit A-2.

**EXHIBIT B**  
**FORM OF BARGAIN AND SALE DEED**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Brady M. Peterson, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**BARGAIN AND SALE DEED**

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to \_\_\_\_\_, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page and acknowledgment follows]*

SIGNATURE PAGE  
TO  
BARGAIN AND SALE DEED

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane  
and County of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

STATE OF WASHINGTON     )  
  : ss  
County of Spokane         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

(Seal or Stamp)

**Schedule 1  
to  
Bargain and Sale Deed  
Legal Description**

[To be inserted.]

**EXHIBIT C**  
**FORM OF AVIGATION EASEMENT**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[*]
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**AVIGATION EASEMENT**

THIS AVIGATION EASEMENT ("Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by [\*], a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

**RECITALS**

A. Grantor is the owner of fee simple title to real property consisting of approximately 30 acres located generally at the south side of West McFarlane Road between South Russell Street and South Hayden Street in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule I (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.



6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

*[signature page and acknowledgements follow]*

*[remainder of page left intentionally blank]*

[Insert SPE signature block]

My commission expires: \_\_\_\_\_

Schedule 1  
to  
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

**EXHIBIT D**  
**FORM OF RIGHT OF FIRST REFUSAL**

Filed for Record at Request of and  
copy returned to:

LUKINS & ANNIS, P.S.  
1600 Washington Trust Financial Center  
717 W Sprague Ave.  
Spokane, WA 99201-0466  
Attention: Brady M. Peterson

DOCUMENT TITLE:	RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY
REFERENCE NOS.:	N/A
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**RIGHT OF FIRST REFUSAL AGREEMENT  
TO PURCHASE REAL PROPERTY**

THIS RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between each of the SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor") and \_\_\_\_\_ ("Grantee").

WHEREAS, Grantor and \_\_\_\_\_ ("Buyer") entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated effective [\*] ("Purchase Agreement") for the sale of real property generally located in the City of Airway Heights, County of Spokane, State of Washington. As of the Effective Date hereof, Buyer has assigned all rights and interests in and to the Purchase Agreement to \_\_\_\_\_ ("Assignee"), [and Grantee is the sole manager of Assignee.]

WHEREAS, Grantor is the owner of fee simple interest in the real property consisting of approximately [\*] acres generally located at the south side of West McFarlane Road between South Russell Street and South Hayden Street in the City of Airway Heights, Spokane County, Washington, and are legally described on the attached Exhibit A to this Agreement (collectively, "Property").

WHEREAS, Grantor and Grantee (referred to collectively hereinafter as the "Parties" or, individually, as a "Party") desire that Grantee have a right of first refusal to purchase all or any portion of the Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and of the mutual promises, covenants and provisions set forth in this Agreement, and other good and valuable consideration, the

receipt, adequacy and sufficiency of which is hereby acknowledged by each of Grantor and Grantee, the Parties hereby acknowledge and agree as follows:

1. **Right of First Refusal.** Beginning on the Effective Date and continuing until the date that is five (5) years thereafter (the “ROFR Term”), Grantor hereby grants to Grantee the right of first refusal to purchase all or any portion of the Property if Grantor receives a Bona Fide Offer, as defined below in Section 2, to purchase or transfer all or any portion of the Property (the “Right of First Refusal”) on the terms and conditions set forth herein.

a. **Bona Fide Offer Notice.** Grantor shall promptly send to Grantee written notice following receipt of a Bona Fide Offer and the terms and conditions of the Bona Fide Offer (“Bona Fide Offer Notice”) consistent with the requirements of the “notice” provision set forth in Section 5 below. Grantee acknowledges and agrees that it shall not directly or indirectly communicate with the party making the Bona Fide Offer, or its brokers or representatives with respect to the Property, without first obtaining the permission of Grantor.

b. **Right of First Refusal Notice.** Within ten (10) business days following Grantee’s receipt of the Bona Fide Offer Notice, Grantee may send a notice to Grantor that Grantee exercises its Right of First Refusal (the “Right of First Refusal Notice”) to purchase the portion of the Property designated in the Bona Fide Offer. In such event, Grantor shall open an escrow at a title company selected by Grantor.

c. **Terms of Purchase After Exercising Right of First Refusal.** Grantor shall promptly present Grantee with a proposed purchase and sale agreement consistent with the terms of the Bona Fide Offer, and Grantor and Grantee shall each use their good faith efforts to promptly negotiate and execute a mutually acceptable purchase and sale agreement for the Property. The close of escrow shall take place no later than the close of escrow set forth in the Bona Fide Offer, unless otherwise agreed in writing between Grantor and Grantee.

2. **Bona Fide Offer.** A “Bona Fide Offer” to purchase is a duly signed and executed letter of intent, purchase and sale agreement or other similar letter or agreement to purchase all or any portion of the Property by a person or entity who has the present apparent ability to purchase on the terms and conditions of the offer and which was not obtained or solicited by the Grantor or its successors-in-interest for the sole or primary purpose of thwarting, impairing or diminishing Grantee’s rights arising under and by virtue of this Agreement.

a. **Offers Not Constituting a Bona Fide Offer.** In no event will any of the following constitute a Bona Fide Offer: (i) a bid made pursuant to a judgment or decree issued by a court of proper jurisdiction for a sale of the Property pursuant to a judicial foreclosure action or other similar court action, (ii) a bid made pursuant to a sale executed by a trustee or other similar person or entity having authority to foreclose on the Property, or (iii) a bid made or extended by any party having authority to transfer and convey the Property pursuant to a deed-in-lieu of foreclosure or any substantially similar legal mechanism. In addition, a person or entity making a Bona Fide Offer must not be an instrumentality of local, state or federal government having the power of condemnation or eminent domain. The Right of First Refusal set forth in this Agreement shall not apply in the contexts set forth in this Section, but the Right of First Refusal shall apply to subsequent transfers by parties acquiring the Property or the Property pursuant to a transfer contemplated in this Section.

b. **Bona Fide Offer for a Portion of an Interest.** A Bona Fide Offer includes an offer to purchase all or any portion of the Property in a single transaction or a series of related transactions.

3. **Waiver of Right of First Refusal.** Except as set forth below, the Right of First Refusal shall be deemed waived, as to any portion of the Property that is the subject of a Bona Fide Offer and Grantor shall be free to sell the portion of the Property that is the subject of the Bona Fide Offer to the bona fide offeror who had delivered the Bona Fide Offer, if (i) Grantee does not send a Right of First Refusal Notice after a Bona Fide Offer Notice within the time period set forth above, or (ii) Grantee fails to comply with the terms of the purchase and sale agreement after exercising its Right of First Refusal with respect to the Bona Fide Offer and the purchase and sale agreement terminates as a result of such failure. In the event of such waiver, Grantee agrees to execute any documentation deemed reasonably required by Grantor or the bona fide offeror to release or terminate the Right of First Refusal. However, if a waiver of the Right of First Refusal occurs pursuant to the foregoing terms, and the terms of the Bona Fide Offer as it was presented to Grantee are modified to be materially less favorable to Grantor prior to the close of escrow contemplated by the Bona Fide Offer, then the Right of First Refusal shall be reinstated and the Parties shall comply with the terms of Section 1 with respect to the modified terms of the Bona Fide Offer. The term "materially less favorable" as used in this Section shall mean a reduction in the purchase price presented in the Bona Fide Offer by more than two and one half percent (2.5%), providing economic concessions to the party making the Bona Fide Offer in an amount equal to or greater than two and one half percent (2.5%) of the purchase price in the Bona Fide Offer, or an extension of the closing date by more than thirty (30) days. If the Property, or portion thereof, is not sold in accordance with the terms of the Bona Fide Offer, then this Agreement and Grantee's Right of First Refusal shall reinstate if necessary and continue in full force and effect until the end of the ROFR Term, unless sooner waived as set forth above.

4. **Authority.** Grantor represents, warrants and covenants to Grantee that Grantor has full power and authority to execute and to deliver this Agreement and complete the transactions contemplated in this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Grantor.

5. **Notices.** Any notices required or permitted to be given under this Agreement, including the Bona Fide Offer Notice and Right of First Refusal Notice, shall be in writing and shall be delivered: (i) by hand or via a national overnight courier; (ii) via facsimile with a confirmed receipt, or (iii) via email transmission, provided that a copy of any notice delivered via email is also promptly thereafter deposited in any post office or mail depository regularly maintained by the U.S. Postal Service, addressed as follows:

If to Grantor:	Spokane International Airport
	c/o Airport Board
	9000 West Airport Drive, Suite 204
	Spokane, WA 99224
	Attn: Lawrence J. Krauter
	Email: lkrauter@spokaneairports.net
	Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.  
Email: tblack@lukins.com  
Fax: (509) 363-2487

If to Grantee: [\*]  
c/o Leavitt Capital Companies  
717 W. Sprague Ave., Suite 802  
Spokane, WA 99201  
Attn: Aaron Lake and Timothy Wolff  
Email: aaron@leavittcap.com  
twolff@awolff.com  
Fax: (509) 357-1761

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Brady M. Peterson, Esq.  
Email: bpeterson@lukins.com  
Fax: (509) 363-5215

Notwithstanding anything to the contrary contained herein, notice is deemed to have been given on the date on which notice is delivered, if notice is given before 5:00 p.m. in Spokane, Washington by personal delivery, facsimile, or email. The above addresses shall be deemed in all cases to be the correct addresses unless a notice party provides notice in writing to all other notice parties of either a new address or a successor or assign having a different address.

6. **Miscellaneous Provisions.**

a. **Incorporation by Reference.** All exhibits to this Agreement and the above recitals are hereby incorporated by this reference.

b. **Only Agreement.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

c. **Governing Law and Venue.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the state of Washington. The venue for any suit or action brought in connection with this Agreement shall be in Spokane County, Washington.

d. **Assignments and Successors.** Grantee may not assign or transfer all or any portion of its rights and obligations obtained by or through this Agreement. Because the rights and obligations of Grantor under this Agreement encumber and "run with" the Property, Grantor may not assign or transfer rights obtained by or through this Agreement independent of a transfer of the Property. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns, if any, and all transferees of the Property during the ROFR Term.

e. **Time of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

f. **Severability.** In the event any provision hereof or any portion of any provision hereof shall be deemed invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter any remaining portion of any provision or any other provisions hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

g. **No Waiver.** The waiver by any Party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

h. **"Day" Defined.** The terms "day" or "days" as used herein shall mean calendar day or days. As used herein, the term "business day" shall mean a day other than a Saturday, Sunday or day on which banking institutions in the City of Spokane, Washington are authorized or required by law or executive order to be closed. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day.

i. **"Includes" Defined.** The terms "includes", "including" or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

j. **No Other Parties.** No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

k. **Counterparts Permitted.** This Agreement may be executed and delivered in several counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same Agreement.

l. **Attorney Fees.** Should either Grantor or Grantee bring any action against the other in any way related to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorney fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

*[signature page and acknowledgments follow]*



**SIGNATURE PAGE  
TO  
RIGHT OF FIRST REFUSAL AGREEMENT  
TO PURCHASE REAL PROPERTY**

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

**GRANTOR:**

SPOKANE AIRPORT BOARD, a joint operation  
of the City of Spokane and County of Spokane,  
Washington

**GRANTEE:**

[SPE signature block to be inserted]

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

*[acknowledgment pages follow]*

)

County of Spokane

)

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written

(Signatu

(Print Nan

My commission expires: \_\_\_\_\_

)

County of Spokane

)

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

(Signa

(Print N

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**TO RIGHT OF FIRST REFUSAL**  
**LEGAL DESCRIPTION**

[To be inserted.]

EXHIBIT E  
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**NOTICE TO THE BUYER: AT ACQUISITIONS, LLC**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY FIVE HUNDRED SIXTY ONE AND 92/1000 (561.92) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST MCFARLANE ROAD BETWEEN SOUTH RUSSELL STREET AND SOUTH HAYDEN STREET IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

**SELLER'S DISCLOSURES - ENVIRONMENTAL**

YES      NO      DON'T  
KNOW

If the answer is "Yes" to a question with an (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- \*A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property?
- \*B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?
- \*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- \*E. Is there any soil or groundwater contamination?
- \*F. Has the Property been used as a legal or illegal dumping site?
- \*G. Has the Property been used as an illegal drug manufacturing site?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**\*\* SEE ATTACHED FOR ADDITIONAL INFORMATION.**

**ADDITIONAL NOTICES TO BUYER:** INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**VERIFICATION**

The foregoing answers and attached explanations (if any) are complete and correct to Seller's knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Buyer has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington

By: Lawrence J. Krauter  
Lawrence J. Krauter, its Chief Executive Officer

Date: 1/6/21

**BUYER'S ACKNOWLEDGEMENT**

Buyer hereby acknowledges that:

1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: AT ACQUISITIONS, LLC, a Washington limited liability company

By: Tim Wolff  
Name: Timothy M. Wolff  
Its: Manager

Date: 01/06/2021

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXPLANATIONS FOR \*YES\* ANSWERS (IF ANY):**



**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXHIBIT A  
SELLER PROPERTY LEGAL DESCRIPTION**

The following real property identified by the Spokane County Assessor as tax parcel number:

153653.9025


SIGNATURE  
CERTIFICATE



REFERENCE NUMBER  
0988A353-F1C3-49B0-8E90-867181C1401C

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 0988A353-F1C3-49B0-8E90-867181C1401C	<b>Document Name</b> PSA for 30A at McFarlane
<b>Transaction Type</b> Signature Request	<b>Filename</b> psa30amcfarlane1620_02344648x9f871_.pdf
<b>Sent At</b> 01/06/2021 16:13 EST	<b>Pages</b> 49 pages
<b>Executed At</b> 01/06/2021 16:15 EST	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 1.39 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 0518aeb926fde38702b12d93e6ec5a2ef9b7f14757ceb1ffc04d0408fc81a825
<b>Signed Checksum</b> 70f49d97c491786427346bba53a87db0e6c1fb530ca4fa22c08ca03285090ba3	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Timothy M. Wolff	<b>Status</b> signed	<b>Viewed At</b> 01/06/2021 16:14 EST
<b>Email</b> tim@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 21ec115ec098b660b9f56b5ca4ab475a225a42dbe8e86e71c203de552f95887a	<b>Identity Authenticated At</b> 01/06/2021 16:15 EST
<b>Components</b> 5	<b>IP Address</b> 66.210.44.135	<b>Signed At</b> 01/06/2021 16:15 EST
	<b>Device</b> Firefox via Mac	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 755BBD35	

AUDITS

TIMESTAMP	AUDIT
01/06/2021 16:13 EST	Brady Peterson (bpeterson@lukins.com) created document 'psa30amcfarlane1620_02344648x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
01/06/2021 16:13 EST	Timothy M. Wolff (tim@atindustrialco.com) was emailed a link to sign.
01/06/2021 16:14 EST	Timothy M. Wolff (tim@atindustrialco.com) viewed the document on Firefox via Mac from 66.210.44.135.
01/06/2021 16:15 EST	Timothy M. Wolff (tim@atindustrialco.com) authenticated via email on Firefox via Mac from 66.210.44.135.
01/06/2021 16:15 EST	Timothy M. Wolff (tim@atindustrialco.com) signed the document on Firefox via Mac from 66.210.44.135.

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	AssetWorks M5 Annual Support and Upgrades
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – AssetWorks Fleet Asset Management System (M5) Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 30, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<u>Background/History:</u>	
AssetWorks supports the City's Fleet Asset Management System (M5), which is utilized by Fleet, Fire and Asset Management Departments. AssetWorks is the only supplier of M5 licensing. The 2020 contracted amount was \$90,885.61. The price difference is the contracted annual increase.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>Contract with AssetWorks for Annual Software Maintenance and Support of the City's Fleet Asset Management System.</li> <li>Requesting \$95,692.17 including tax for the renewal of this contract.</li> <li>Term is October 1, 2021 – September 30, 2022</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	Council Confirmation of Mayoral Appointees (3)
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Meghann Steinolfson <a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a> 625-6903
<b>City Council Sponsor:</b>	CM Cathcart and CM Wilkerson
<b>Executive Sponsor:</b>	Nadine Woodward, Mayor
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.195 Department Head Approval Process SMC 03.01A.255 Engineering Services SMC 03.01A.367 Community and Economic Development Services SMC 03.01A.470 Solid Waste Disposal
<b>Strategic Initiative:</b>	21 <sup>st</sup> Century Workforce
<b>Deadline:</b>	August 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Confirm the Appointment of Kyle Twohig to Engineering Services Director, Steven MacDonald to Community and Economic Development Director, and Chris Averyt to Solid Waste Director.
<b>Narrative:</b> All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03 01A.195.	
<b>Executive Summary:</b>  <u>Appointment of Kyle Twohig to Engineering Services Director (SMC 3.01A.255)</u> <ul style="list-style-type: none"> <li>Mr. Twohig was previously confirmed by City Council to Engineering Operations Manager in 2013.</li> <li>Over the last eight years Mr. Twohig's duties have grown and expanded to include tasks and duties not reflected in the current classification. In 2021 Human Resources reviewed the work performed by Mr. Twohig and determined a classification update was necessary.</li> <li>It is the determination of HR that Mr. Twohig is predominantly performing the work of the Director of Engineering Services and his classification should be updated to reflect the change.</li> <li>Due to the change to job title and expanded duties, Mr. Twohig is presented to Council for confirmation to the Director of Engineering Services.</li> </ul> <u>Appointment of Steven MacDonald to Community and Economic Development Director (SMC 3.01A.367)</u> <ul style="list-style-type: none"> <li>The Community and Economic Development Director recruitment opened on April 19<sup>th</sup> and closed on June 4<sup>th</sup>.</li> <li>16 applications were received; 13 met the minimum qualifications.</li> <li>2 applicants were selected for and participated in interviews.</li> <li>Steven Alexander was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Community and Economic Development.</li> </ul> <u>Appointment of Chris Averyt to Solid Waste Disposal Director (SMC 3.01A.470)</u> <ul style="list-style-type: none"> <li>Chris Averyt has worked for the City of Spokane since 2016 as the Waste to Energy Assistant Plant Manager, and most recently as the Acting Waste to Energy Plant Manager.</li> </ul>	

- Chris Averyt was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Solid Waste Disposal.

Budget Impact:

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

Annual/Reoccurring expenditure? ☒Yes ☐No ☐N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☐Yes ☐No ☒N/A

Specify changes required:

Known challenges/barriers:

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	City Clerk
<b>Subject:</b>	Ordinance allowing amendments to SMC regarding department titles
<b>Date:</b>	8/16/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:tpfister@spokanecity.org">tpfister@spokanecity.org</a> ; 625-6354
<b>City Council Sponsor:</b>	Council Member Wilkerson
<b>Executive Sponsor:</b>	Chief Financial Officer Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<u>Consent</u> Discussion      Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Policy
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Allows the City Clerk the authority to amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A SMC.
<b>Background/History:</b> <p>Ordinances relating to the executive and administrative organization of the City under chapter 3.01A SMC have been passed amending and changing the titles of city departments. However, the “old” titles still appear throughout code and have not been amended to match the titles under Chapter 3.01A. For example, Ordinance C35992 amending sections of Chapter 03.01A SMC updated the title of Asset Management Group to the Facilities Management Department. However, the title of Asset Management still appears throughout the code. This is one example. There are various other titles that need updating throughout the SMC to match the executive and administrative organizational changes under 3.01A SMC that have been adopted by the City Council. Under section 1.01.040 of the SMC, the City Clerk does have the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including relettering) provisions as necessary. This proposed amendment to the code would explicitly allow the City Clerk to amend the titles of City departments any time amendments to the Executive and Administrative Organization under Chapter 3.01A SMC are made.</p>	
<b>Executive Summary:</b> This ordinance allows the City Clerk the authority to amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A.SMC.	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes    <input type="checkbox"/> No (for 2020) N/A          Annual/Reoccurring expenditure? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If new, specify funding source:          Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No          Specify changes required: Amendment to SMC as described above          Known challenges/barriers: None</p>	



## **ORDINANCE C- \_\_\_\_\_**

An ordinance relating to the executive and administrative organization of the City; amending section 1.01.040 of the Spokane Municipal Code.

Now, therefore, the City of Spokane does ordain:

Section 1. That Section 1.01.040 of the Spokane Municipal Code is amended to read as follows:

### **1.01.040 Amendment of Code**

- A. The City Council interprets the last sentence of Charter section 21 as prescribing a method of amendment and not as prescribing a minimum unit of text which may be amended. Charter section 21 provides that this code may not be amended by that parliamentary method known as insert and/or strikeout; rather, amendment is by setting forth the entire text of the provision as amended. For example, the addition of two words to SMC 1.01.030(B) may not be accomplished in the form: "That SMC 1.01.030(B) be amended by inserting the words 'may be' before the word 'cited.'" Rather, that addition is to be in the form: "That SMC 1.01.030(B) be amended to read as follows: B. The Spokane Municipal Code may be abbreviated and may be cited as 'SMC.'"
- B. Any logical unit of text may be amended, whether it be designated a section, subsection, paragraph, or other subdivision.
- C. As may be provided by council rules of procedure, this section does not prevent the council from adopting a motion that an existing or proposed ordinance be amended by inserting and/or striking out words or paragraphs, but such amendment is not effective until embodied in a filed ordinance setting forth in final form the provision as amended.
- D. As a matter of policy when clarity will be aided, the City follows the amendatory format of the Washington State Code Reviser, whereby:
  - 1. Language (including punctuation) to be deleted is set forth in full and enclosed in double parentheses or brackets (and may be lined out by hyphens or italicized);
  - 2. New matter to be added is underlined, unless an entire new section, subsection, or other unit is being added; and
  - 3. Deletions precede additions.



- E. The City Clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including relettering) provisions, in this code as necessary.
- F. The City Clerk has the authority and shall amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A.SMC.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Rubicon Global, LLC Annual Software renewal and additional vehicle Tablet/Pods purchases.
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Rubicon Global, LLC Annual Software Maintenance, Support and purchase of vehicle tablets and pods.  Utilizing Budget Account # 4500-44200-37148-54201 - \$86,011.36 Utilizing Budget Account # 4500-45100-37148-54201 - \$90,131.55 Utilizing Budget Account # 4500-45100-34148-53502 - \$2,616.00 Utilizing Budget Account # 1100-21800-42660-54303 - \$1,177.20
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support and additional purchases for vehicle tablets and pods.
<b>Background/History:</b> The City selected Rubicon Global, LLC through RFP #4430-18 (OPR 2018-0598) to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2020 cost was \$179,771.03.89 (plus applicable tax). This year's cost is \$179,936.11 including tax. The difference in cost is the increase in sale tax by .01%.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Rubicon Global, LLC for Annual Software Maintenance and Support of the City's OnBase document imaging system.</li> <li>Purchase of additional vehicle tablets</li> <li>Purchase of additional vehicle pods</li> <li>Requesting \$179,936.11 including tax for the renewal of this contract.</li> <li>Term is October 1, 2021 – September 30, 2022</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket for Battery Systems Expenditure Increase
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet services would like to increase the Battery Systems VB 301-085-001 by \$15,000. This VB will renew on September 19, 2021. Fleet would like to increase the yearly expenditure of VB 301085 renewals to a yearly \$75,000 expenditure.	
<b>Executive Summary:</b> <u>Impact</u> <ul style="list-style-type: none"> <li>This VB provides Fleet with the ability to purchase batteries as needed, per RFQ 55156-19.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the increase in expenditure for VB 301085 and its renewals.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this VB is included in the Fleets Services budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward

Johnnie Perkins, CAO

**From:** Micaela Martinez

**Date:** August 16, 2021

**Re:** Value Blanket for Battery Systems Expenditure Increase

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**Request:**

Fleet Services is requesting approval to increase the Battery Systems value blanket amount.

- VB 301-085-001 will renew on September 19, 2021.
- Request to increase annual amount by \$15,000, to a total annual expenditure of \$75,000.
- Funding for this value blanket is included in the Fleets Services budget.

**Background:**

This value blanket provides Fleet Services with the ability to purchase batteries as needed, per RFQ 55156-19.

**Conclusions & Recommendations:**

We recommend approval for the increase in expenditure for VB 301-085-001 and its renewals.

## Briefing Paper

### Finance and Administration

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	SBO for Police Reform State Funding
<b>Date:</b>	08/16/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Receive and Appropriate Legislation Implementation Funds
<b>Background/History:</b> The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.	
<b>Executive Summary:</b> The City of Spokane received approximately \$890,000 from the state to assist with those one-time costs. Beginning September 1, 2021, the Spokane police department will report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Reclassify current expenses Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Capital 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 of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

- (1) Increase revenue by \$108,000.
  - (A) \$108,000 of the revenue increase is from work previously completed and interfund billed to the Intermodal Fund and Water Fund.
- (2) Increase appropriation by \$108,000.
  - (A) \$108,000 of the appropriation is for additional facilities maintenance expenses.

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 provide additional budget authority for facilities maintenance needs, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council		
<b>Subject:</b>	Asset Capital Police & Fire		
<b>Date:</b>	8-10-2021		
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a> 509-625-6320		
<b>City Council Sponsor:</b>	CM Wilkerson		
<b>Executive Sponsor:</b>	Tonya Wallace		
<b>Committee(s) Impacted:</b>	Finance and Administration		
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>			
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO to utilize existing reserves in the Asset Management Fund to partially fund 2021 Police and Fire Capital purchases.		
<u>Background/History:</u> See memo.			
<u>Executive Summary:</u> This SBO would allow Police and Fire Capital funds to use unappropriated reserves that have accumulated in the Asset Management Capital fund for the purpose of funding their capital equipment needs.			
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:			

# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Tonya Wallace, CFO  
**Date:** August 16, 2021  
**Re:** Public Safety SIP/Capital Reserves Request

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**Request:** Staff requests appropriation of the remaining \$3,481,873 of fund balance in the Facilities Capital Fund reserved for the Public Safety Capital Equipment program to cash fund a portion of the capital equipment needs of Police and Fire.

**Background:** In 2013, the City intended to create a steady funding mechanism for Police and Fire equipment replacement. The initial annual funding amount in 2014 from the General Fund was calculated based on a modified 1% property tax increase calculation plus an equal matched amount. Thereafter, the annual funding from the General Fund increased by an amount equal to the same calculation basis for seven (7) years or until 2020. At that point, the final annual funding amount was \$5.82 million. At no time did this calculation align with the capital plan and funding need.

It was further understood that the initial funding in 2014, of \$750,000, would not be sufficient to meet the equipment needs and would require internal borrowing. The City planned SIP loans in 5-year increments beginning with 2014-2018 as Phase 1. Phase 2 was based on the last resolution adopted (Resolution 2019-0034) authorizing SIP Loans totaling \$18,189,593 for years 2019-2023. To date, the City has issued \$8,408,110 of that amount in SIP Loans. However, in August 2020, the City Council expressed a desire to discontinue the SIP loan program and move to a cash-based model.

Without SIP loan for 2021, an available alternative is to utilize the amount of prior years' unspent funding of \$3,481,873. The allocation of this funding between Police and Fire is based on their proportionate share of total capital equipment and calculates to be \$1,779,139 for Police and \$1,702,734 for Fire. The unfunded portion of their respective plans will be deferred, updated, and added to future equipment replacement plans for funding considerations.



Police Equipment		2021
<b>Technology Equipment</b>		
Additional Server Storage for Records		25,000
Desktops and Monitors		67,400
Tablets		0
Laptops		35,396
Body Camera Licenses		0
Rugged Laptops - Patrol		100,100
Rugged Tablet - Traffic		0
VIRTRA Software acquisition (net cost)		0
Diagnostic Imaging Equipment X-ray Imaging systems - XR150 X-Ray Generator - IE		0
Diagnostic Imaging Equipment X-ray Imaging systems Nexray MMX - IED Diagnosti		0
New World Hardware Refresh (by contract 30% cost share)		160,000
Cellebrite Station w/ replacement dollars		25,000
Graykey w/ replacement dollars		25,000
<b>Tactical &amp; Officer Equipment</b>		
Bunker shields		10,000
Ballistic/tactical Shields		4,000
Shields		0
Aim point Scopes		5,500
Axon Taser 7/Officer Safety Plan package		578,684
Ballistic helmets - 5 year expiration on armor		0
Helmets		0
Blunt impact munition/gas launchers		3,600
Body armor/plates/carriers/pouches		0
Green Plate Carriers for woodland tactical movement		0
Hard armor plate replacement - 5 year expiration on armor		0
Replace expired body armor - Tactical vest replacement. 5 year expiration date		25,872
Hearing/radio communication headsets		5,769
Colt AR-15 for issue to officers		0
FRED machine (will own 2)		20,000
Glocks		21,600
Rifle optics, sling, lights, etc		0
Rifles (trading in 20 old rifles)		0
Tac Rifles		0
Sights for Patrol(Handguns)		56,000
Tasers and Batteries		0
Trijicon Red Dot Sights for issued handguns		4,000
<b>Vehicles</b>		
Motorcycles		147,222
Patrol and other Vehicles - Not EDU,SWAT, Motorcycles		3,092,600
New larger equipment truck - Current equip. vehicle is running out of room. Will i		0
Passenger Van		0
Polaris RZR ATV - 4 seats / bed area		0
Replacement Negotiations Operations Center (Motorhome)		0
<b>Other</b>		
K-9 Replacement w/ travel		0
Kennel Pad & Refurbishment		5,000
Portable Mass Spectrometer		0
Replace aging gas masks		0
Replace aging Pole Cameras		20,000
Replace suppressors		0
<b>Annual Total</b>		4,417,743
<b>Available SIP Program Funding</b>		1,779,139
Unfunded Amount		2,638,604
% Unfunded		60%

Fire Equipment	2021
<b>Heavy Apparatus</b>	
Quint (Balance due in 2021)	633,096
Engines (2 per year)	
<b>Staff/Response</b>	
Light Response Unit/Command	
Light Response Unit/Command	
Light Response Unit/Command	75,000
Light Response Unit/Command	
Light Response Unit/Command	
Battalion Chief 1	
Battalion Chief 2	
Moderate Response Unit/Support	75,000
Moderate Response Unit/Support	75,000
Moderate Response Unit/Investigation	
Moderate Response Unit/Investigation	88,000
Moderate Response Unit/Investigation	
Light Response Unit/EMS	85,000
Light Response Unit/EMS	85,000
Light Response Unit/EMS	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Light Response Unit/Behav Health	
<b>Staff No Code</b>	
Staff/CRRM	25,000
Staff/CARES	
Staff/IMS	
Staff/PREV 1	25,000
Staff/PREV 2	
Staff/PREV 3	
Staff/PREV 4	
Staff/PREV 5	
Staff/PREV 6	
<b>Other Equipment</b>	
Equipment for Facilities	100,000
Equipment for Response	464,000
PPE - replace expired	450,000
<b>ANNUAL TOTAL</b>	<b>2,180,096</b>

<b>Available Funding</b>	<b>1,702,734</b>
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Unfunded	477,362
Percent Unfunded	22%

Notes: All costs are in current dollars.

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Capital 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 of Spokane does ordain:

Section 1. That in the budget of the Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

- (1) Increase appropriation by \$ 3,481,873.
- (A) \$ 1,702,734 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Fire Capital Fund.
- (B) \$1,779,139 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

Section 2. That in the budget of the Asset Management Fire Capital Fund, and the budget annexed thereto with reference to the Asset Management Fire Capital Fund, the following changes be made:

- (1) Increase appropriation by \$ 1,702,734.
- (A) Of the increased appropriation \$ 1,702,734 is provided solely for capital expenditures related to Fire.

Section 3. That in the budget of the Asset Management Police Capital Fund, and the budget annexed thereto with reference to the Asset Management Police Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 1,779,139.
- (A) Of the increased revenue appropriation \$ 1,779,139 is provided solely for capital expenditures related to Police.

Section 4. 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 for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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Effective Date

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	SBO and Amendment for PMO Consulting Services
<b>Date:</b>	8/16/2021
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson, PMO – Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	This agenda item directly support the PMO workload
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for <i>Project Management</i> and <i>Continuous Improvement</i> skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services</li> <li>Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload</li> </ul>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward  
Johnnie Perkins, CAO

**From:** Dusty Fredrickson

**Date:** August 16, 2021

**Re:** PMO Consulting Services

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## **Request:**

Approval for the following:

- SBO to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services.
  - \$79,000 budget from vacant Senior Project Manager
  - \$46,000 budget from vacant Business System Analyst II
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst to help support PMO workload.
  - Amendment to OPR 2017-0876 adding \$125,000 for 2021

## **Background:**

PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for *Project Management* and *Continuous Improvement* skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

## **Conclusions & Recommendations:**

### **Project Manager (\$79,000)**

This capacity will be utilized to take on the management of the smaller project initiatives, which frees up the PMO Manager to:

- Support teams in delivering major projects (i.e. Utility Information System, eSeries Phase 2 & 3)
- Develop resource/capacity plans for 2022 project priorities
- Fill vacant PMO positions
- Deliver City-wide professional development training

Not having the ability to address these activities puts significant City project investments at risk and impacts the PMO's overall effectiveness.

**Continuous Improvement Analyst (\$46,000)**

This capacity will be used to augment the PMO's current CI staff as we take on a comprehensive current state analysis of the City's payment systems, processes, channels, methods, and options enterprise-wide.

This assessment has been identified as a priority as it will identify opportunities to:

- Move toward a more customer-centric payment experience
- Save payment transaction costs (ACH vs Card Payments)
- Mitigate payment "risks"
- Enhance/streamline/standardize City-wide payment solution architecture
- Support the move to new US Bank payment gateway (ePayment to eBill)
- Enhance payment solution support
- Modernize City payment processing-related policies and procedures

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Office of Performance Management 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 of Spokane does ordain:

Section 1. That in the budget of the Office of Performance Management Fund, and the budget annexed thereto with reference to the Office of Performance Management Fund, the following changes be made:

- (1) Decrease the appropriation level for the Senior Project Manager position by \$79,000 and decrease the appropriation level for the Continuous Improvement Analysts by \$46,000.
- (2) Increase the appropriation for contractual services by \$125,000.
- (3) There is no change to the total appropriation level in the Office of Performance Management Fund.

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 increase contractual services to bring in a vendor provided Project Manager and Business Analyst to help support the PMO workload, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	SBO and Amendment for PMO Consulting Services
<b>Date:</b>	8/16/2021
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson, PMO – Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	This agenda item directly support the PMO workload
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for <i>Project Management</i> and <i>Continuous Improvement</i> skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services</li> <li>Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload</li> </ul>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward  
Johnnie Perkins, CAO

**From:** Dusty Fredrickson

**Date:** August 16, 2021

**Re:** PMO Consulting Services

---

## **Request:**

Approval for the following:

- SBO to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services.
  - \$79,000 budget from vacant Senior Project Manager
  - \$46,000 budget from vacant Business System Analyst II
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst to help support PMO workload.
  - Amendment to OPR 2017-0876 adding \$125,000 for 2021

## **Background:**

PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for *Project Management* and *Continuous Improvement* skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

## **Conclusions & Recommendations:**

### **Project Manager (\$79,000)**

This capacity will be utilized to take on the management of the smaller project initiatives, which frees up the PMO Manager to:

- Support teams in delivering major projects (i.e. Utility Information System, eSeries Phase 2 & 3)
- Develop resource/capacity plans for 2022 project priorities
- Fill vacant PMO positions
- Deliver City-wide professional development training

Not having the ability to address these activities puts significant City project investments at risk and impacts the PMO's overall effectiveness.

**Continuous Improvement Analyst (\$46,000)**

This capacity will be used to augment the PMO's current CI staff as we take on a comprehensive current state analysis of the City's payment systems, processes, channels, methods, and options enterprise-wide.

This assessment has been identified as a priority as it will identify opportunities to:

- Move toward a more customer-centric payment experience
- Save payment transaction costs (ACH vs Card Payments)
- Mitigate payment "risks"
- Enhance/streamline/standardize City-wide payment solution architecture
- Support the move to new US Bank payment gateway (ePayment to eBill)
- Enhance payment solution support
- Modernize City payment processing-related policies and procedures



**City of Spokane**

**CONTRACT AMENDMENT**

Title: Project Management Contractor

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and VOLT WORKFORCE SOLUTIONS, whose address is 1420 North Mullan Road, Suite 110 Spokane Valley, Washington, 99206, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to PROVIDE A PROJECT MANAGEMENT CONTRACTOR TO ASSIST THE PROJECT MANAGEMENT OFFICE WITH SUPPORTING AND MANAGING PRIORITY PROJECTS FOR THE CITY; and

WHEREAS, additional resources are needed;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 15, 2017, 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 September 1, 2021.

3. **AMENDMENT.** Section Payment/Compensation of the contract documents is amended to read as follows:

~~The City shall pay Consultant a maximum amount not to exceed TWO HUNDRED FORTY THOUSAND DOLLARS AND NO/100-~~ The City shall pay Consultant a maximum amount not to exceed THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO/100.

4. **COMPENSATION.** The City shall pay Consultant a maximum amount not to exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS, (\$125,000) for everything furnished and done under this Contract Amendment.

VOLT WORKFORCE SOLUTIONS	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:

## Briefing Paper

### FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for Facilities Administration Request
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Jeff Teal, <a href="mailto:jteal@spokanecity.org">jteal@spokanecity.org</a> , x6533
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Provide Vital Administrative Support for the Facilities Management Department
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<p>The Facilities Management Department, previously known as the Asset Management Department, has been operating without dedicated administrative support for many years. Support has been borrowed from other departments, such as Engineering and Grants, Contracts, and Purchasing. Many clerical duties have also fallen upon employees within the department reducing their capacity to focus on their primary duties. Due to the amount of administrative work required to support the maintenance of City facilities, a dedicated administrative position is needed.</p>	
<u>Executive Summary:</u>	
<p>Request the approval for a new Administrative Specialist position to provide administrative support for the Facilities Management Department. Due to the nature of the support, including but not limited to, public works, real estate, and building maintenance, an Administrative Specialist position allows for the specialized skillset necessary to provide this support.</p>	
<u>Budget Impact:</u>	
TOTAL COST:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	

# Memorandum



**To:** Members of the City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Jeff Teal, Facilities Management Director  
**Date:** August 16, 2021  
**Re:** Facilities Management Administrative Support

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**Request:** Approval to add an Administrative Specialist Position to support the Facilities Department.

**Background:** Currently, the Facilities Department does not have any administrative support. Many clerical duties have also fallen upon employees within the department, reducing their capacity to focus on their primary duties. Due to the amount of administrative work required to support the maintenance of City facilities, a dedicated administrative position is needed. Facilities does not have a CMMS (computer maintenance management system), this position will be critical to build this system for the City of Spokane.

**Options:** None

**Conclusions & Recommendations:** Salary savings from the 2021 budget cycle will support this position for the remainder of the 2021 year.

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Development Services Center 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 of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

- (1) Decrease the appropriation level for the Facilities Director position by \$26,200.
- (2) Add one Administrative Specialist position in the Facilities Department. This action increases the number of Administrative Specialists from zero to one.
- (A) Increase the appropriation for the Administrative Specialist position by \$26,200. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.
- (3) There is no change to the appropriation level in the Asset Management Fund.

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 create an Administrative Specialist position to provide administrative support for the Facilities Department, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance – Facilities Management
<b>Subject:</b>	SBO for Facilities Maintenance Program
<b>Date:</b>	08/16/2021
<b>Contact (email &amp; phone):</b>	Jeff Teal ( <a href="mailto:jteal@spokanecity.org">jteal@spokanecity.org</a> & 509-625-6533)
<b>City Council Sponsor:</b>	Council Member Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to Increase Facilities Maintenance Program
<b>Background/History:</b> <p>The 2021 adopted budget includes approximately \$273,000 for citywide facility maintenance projects. Through July, approximately 94% of the initial funding was either spent or encumbered for projects. In addition to the planned projects there were several one-time projects that weren't anticipated in the 2021 budget including an HVAC upgrade project at the Intermodal Center (approximately \$53,000) and multiple projects at the city's North Foothills location (approximately \$55,000).</p> <p>These expenses are direct-billed to the benefitting departments and the revenue received offsets the expenses however Facilities would not have the budget authority to take on more facility maintenance projects through the rest of the year.</p>	
<b>Executive Summary:</b> <p>Additional budget authority is needed to fund the Facilities maintenance program in the Asset Management fund. This request is due to several upgrade projects that were specific to the Intermodal Facility and Water Dept Facility. Additional expenses will be offset by additional revenues billed to the benefitting departments, therefore, the net impact to the budget is zero.</p>	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Capital 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 of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

- (1) Increase revenue by \$108,000.
  - (A) \$108,000 of the revenue increase is from work previously completed and interfund billed to the Intermodal Fund and Water Fund.
- (2) Increase appropriation by \$108,000.
  - (A) \$108,000 of the appropriation is for additional facilities maintenance expenses.

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 provide additional budget authority for facilities maintenance needs, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO for Cooling, Warming and Hazard Events
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Jacob Miller ( <a href="mailto:jmiller@spokanecity.org">jmiller@spokanecity.org</a> & 509-625-6421)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee, Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Ordinance No. C36077, SMC Chapter 18.05
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to provide funding for warming, cooling, and safe air centers
<b>Background/History:</b> In the City Council Legislative Meeting on Monday, July 12, 2021 the Council approved Emergency Ordinance C36077 by a vote of 6-1. The approved ordinance contained adjustments to the activation criteria detailed in SMC Chapter 18.05 for warming, cooling, and safe air centers. The activation of cooling centers will occur when forecasts show 2 consecutive days of 95°F or greater, replacing the former activation criteria of 3 consecutive days of 100°F or greater. The activation of safe air centers still occurs when the air quality index is 250 or higher, but the approved ordinance stipulates that the safe air center must remain open for the entire day when this condition is met. The changes to the activation criteria of cooling and safe air centers will result in more frequent activations for greater lengths of time which will require additional funding to uphold.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>- Additional funding for warming, cooling, and safe air centers is being requested in order to comply with recent changes to Chapter 18.05 of the SMC.</li> <li>- Requesting \$150,000 of additional appropriation from the General Fund Unappropriated Reserves.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: General Fund Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: Staffing	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General 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 of Spokane does ordain:

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

- (1) Increase appropriation by \$150,000.
- (A) \$150,000 of the appropriation is provided to the Non-Departmental department for the purpose of funding warming centers, cooling centers, and safe air centers in accordance with Spokane Municipal Code changes enacted July 2021.

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 appropriate funds to support warming centers, cooling centers, and safe air centers, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO and Contract Extension for Emergency Shelter (Truth Ministries)
<b>Date:</b>	August 5, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> 509-867-8539)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The start date for this amendment is September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>  Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. <u>CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.</u>	
<b>Executive Summary:</b>  CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Community Development Block Grant – Coronavirus funds Other budget impacts: None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Margaret Hinson  
**Date:** August 16, 2021  
**Re:** Emergency Shelter (Truth Ministries)

---

## **Request:**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

## **Background:**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.

Eligible activities include:

- Public service activities
- Housing-related activities
- Public improvements and facilities
- Activities to acquire real property
- Economic development activities
- General administrative and planning activities

Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act by supporting activities that mitigate the impacts of COVID-19.

## **Conclusions & Recommendations:**

The intention of this agreement is to fund 40 low barrier men's beds to the City shelter system through June 30, 2022, in order align with the other shelter contracts. The amendment total of \$486,970 is funded with \$264,400 in CDBG-CV funds and \$188,877 in City funds. The SBO has been submitted concurrently to appropriate \$188,877 from General Fund unappropriated reserves to the CHHS General Fund budget to cover the extension.

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General 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 of Spokane does ordain:

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

(1) Increase appropriation by \$188,877.

(A) \$188,877 of the increased appropriation is provided to the Community, Housing, and Human Services department in the General Fund solely for a men's emergency shelter program.

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 provide an emergency shelter program, 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO and Contract Extension for Emergency Shelter (Truth Ministries)
<b>Date:</b>	August 5, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> 509-867-8539)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The start date for this amendment is September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>  Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. <u>CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.</u>	
<u>Executive Summary:</u>  CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Community Development Block Grant – Coronavirus funds Other budget impacts: None.	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	



# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Margaret Hinson  
**Date:** August 16, 2021  
**Re:** Emergency Shelter (Truth Ministries)

---

## **Request:**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

## **Background:**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.

Eligible activities include:

- Public service activities
- Housing-related activities
- Public improvements and facilities
- Activities to acquire real property
- Economic development activities
- General administrative and planning activities

Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act by supporting activities that mitigate the impacts of COVID-19.

## **Conclusions & Recommendations:**

The intention of this agreement is to fund 40 low barrier men's beds to the City shelter system through June 30, 2022, in order align with the other shelter contracts. The amendment total of \$486,970 is funded with \$264,400 in CDBG-CV funds and \$188,877 in City funds. The SBO has been submitted concurrently to appropriate \$188,877 from General Fund unappropriated reserves to the CHHS General Fund budget to cover the extension.



**City of Spokane**  
**AGREEMENT AMENDMENT A**  
Title: MEN'S EMERGENCY SHELTER  
PROGRAM

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Truth Ministries of Spokane**, whose address is 1910 East Sprague Avenue, Spokane, Washington 99202 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Men's Emergency Shelter Program; and*

*WHEREAS, a change or revision of the work has been requested, thus the original Agreement needs to be formally Amended by this written document and*

*WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and*

*WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and*

*WHEREAS, additional funding has been made available under Community Development Block Grant-Coronavirus funds, Grantor Award # B-20-MW-53-0006, Total Federal Award \$3,488,214.00, and issued on January 28, 2021; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated April 5, 2021, 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 September 1, 2021.

**3. EXTENSION.**

The Agreement documents are hereby extended and shall run through June 30, 2022.

**4. AMENDMENT.**

**SECTION NO. 4 – SCOPE OF SERVICE.**

**A. ACTIVITIES.**

The GRANTEE will be responsible for administering a Men's Emergency Shelter Program ("Program") in a manner satisfactory to the CITY, and in accordance with the GRANTEE's COVID-19 Emergency Housing Project Application for Funding, the Public Services Programs Project Monitoring Guide for Sub-Recipients (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such Program will include the following activities eligible under the Community Development Block Grant – Coronavirus Program:

1) Program Delivery.

Activity #1 Provide seventy-five (~~75~~ 40) low barrier night by night shelter beds for adult men (individuals/households without children) available seven (7) days a week, including breakfast and dinner daily.

Activity Location(s): 1910 E. Sprague Ave, Spokane, WA

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG-CV activities, including general management, oversight, and coordination and training on CDBG-CV requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

Emergency Shelter	
Activity #1: # of unduplicated persons served	<del>75</del> <u>40</u>

D. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Public Services 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. **AMENDMENT.**

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FOUR HUNDRED EIGHTY SIX THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$453,277.00)** for everything

furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **SEVEN HUNDRED ONE THOUSAND SIX HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$701,635.00)** 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 original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Operations	\$581,363
Facility Support	\$70,079
Administration	\$16,500
<b>TOTAL</b>	<b>\$667,942</b>

## **6. AMENDMENT.**

**SECTION NO. 8 (B) 3 – PAYMENT PROCEDURES.** The original Agreement is amended as follows:

The CITY shall pay the GRANTEE only for actual costs upon presentation of accurate and complete forms as provided by the CITY in ~~Attachment B~~ Attachment 2, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for payment by GRANTEE shall be submitted no more than twice per month (unless prior written approval by CITY is obtained by GRANTEE) on or before the 10<sup>th</sup> of each month and the 24<sup>th</sup> of each month for the appropriate pay period costs, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the payment request shall be submitted on or before the 8<sup>th</sup> of January and for expenses incurred during the month of June, the payment request shall be submitted on or before the 8<sup>th</sup> of July. In conjunction with each payment 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 funding source. **GRANTEE shall submit payment requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokaneCITY.org](mailto:chhsreports@spokaneCITY.org).**

GRANTEE shall submit the billing form and a payroll summary report to the CITY's Contract Representative on the 10<sup>th</sup> of the month and on the 24<sup>th</sup> of the month for the appropriate pay period. The GRANTEE shall expend all payments received from the CITY for services provided under this Agreement on the regularly scheduled pay date of the 5<sup>th</sup> of the month or the 20<sup>th</sup> of the month, whichever is appropriate. Proof of expenditure, including a copy of the general ledger report and time and effort tracking, shall be submitted to and accepted by the CITY's Contract Representative before a subsequent payment can be requested by the GRANTEE. Requests for payment shall not exceed the amount as outlined in Section 3 of this Agreement.

Payment will be made via check or direct deposit/ACH in a timely manner to ensure that the GRANTEE can issue payment to employees on the regular scheduled pay date. 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.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY 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.

- a. 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;
- b. 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; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

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

**TRUTH MINISTRIES OF SPOKANE**

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:**

Attachment 1 – Suspension and Debarment & FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	A resolution approving sole source contract to Pomegranate Associates for facilitation training and workshop design services.
<b>Date:</b>	August 5th, 2021
<b>Author (email &amp; phone):</b>	Shauna Harshman ( <a href="mailto:sharshman@spokanecity.org">sharshman@spokanecity.org</a> ) 828-0185
<b>City Council Sponsor:</b>	Breann Beggs
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	PIES – Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Traffic Calming Program is well aligned with Shaping Spokane, the City's Comprehensive Plan, and Chapter 4 – Transportation. Specifically the key themes of making Spokane a City of transportation choices, Health and Safety, livable streets, and is specifically called out in Figure TR1 as an element of a balanced approach to transportation planning that improves the quality of travel.
<b>Strategic Initiative:</b>	PIES
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Will seek resolution and contract approval from City Council in August 2021. Staff training and workshop development to begin in early fall 2021.
<b>Background/History:</b>  <p>Traffic calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve the conditions for non-motorized street users.</p> <p>The Traffic Calming Program began in 2010, with funding coming from Photo Red Light Camera tickets. The funds generated from School Speed Radar and Photo Red Light tickets fund the traffic calming program.</p> <p>The Traffic Calming program has been fundamentally redesigned in 2020 and 2021 to increase community engagement, improve internal review and analysis, and recognize efficiencies of a longer term project list. These changes are predicated upon skilled staff facilitation of community workshops with all of the city's neighborhoods.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The traffic calming program has been redesigned to achieve more equitable participation from every neighborhood in the City.</li> <li>The traffic calming program will hold issue identification and prioritization workshops to create at a minimum, a four-year traffic calming project list beginning later this year.</li> <li>The Pomegranate Method of both facilitation and workshop design has been identified as essential to ensuring the public has a collaborative and consensus based voice in traffic calming issue identification and prioritization.</li> <li>The safety of our residents depends on a well-designed traffic calming program where the community needs originate from the neighborhoods.</li> </ul>	

**Budget Impact:**

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: There is no expense associated with the ordinance. The funding will come from one of two potential sources, either the Traffic Calming fund or potential ARP funding.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: This Sole Source Resolution will not require changes to current operations or policies.

Known challenges/barriers: None identified.



CITY OF  
SPOKANE  
808 W Spokane  
Falls Blvd  
Spokane WA  
99201

## SOLE SOURCE JUSTIFICATION

Description of Product/Service: Staff and citizen leader training in the Pomegranate Method of community engagement

Requisition Number: \_\_\_\_\_

Estimated amount of this purchase: \$ 115,000

Contract Period July 2021-December 2022

Department: Council Office Contact Person: Shauna Harshman Phone: 509.828.0185

Due Date: \_\_\_\_\_ Work must be completed by: December 2022

Date Material/Equipment/Supplies must be delivered by: N/A

Location: Training will take place in City of Spokane, additional services to be provided virtually.

Date Service must begin by: August 1, 2021

*Please provide the following information in order to document justification of a sole source purchase.*

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Much research and direct observation has gone into selecting the facilitation and engagement methods taught by Pomegranate Associates. Pomegranate Associates also offers both of the services we are seeking; facilitation training and charrette design guidance. The pomegranate method is both a philosophy of community collaboration and an approach for achieving it. While other facilitation trainers may have similar ground rules, there are seemingly infinite ways to implement them and the collaborative, consensus based approach is unique to Pomegranate. Facilitators trained in the Pomegranate Method are fiercely protective of the process, alert to signs of trouble, and highly skilled in intervening gently but firmly to keep the process moving forward. They know how to set limits on distractive or outright destructive behavior without turning people off. More specific to their method in particular they know how to challenge people's beliefs without making them feel defensive. They know and teach how to be trusted confidants and stewards of others' ideas. Their method teaches facilitators how to transform fear of change into positive collaborative energy. The Pomegranate method teaches not only how to achieve results, but the process of creating those results as a community. The Pomegranate method is a teachable, step-by-step structure for any kind of collaborative process.

In addition to the specific collaborative methodology unique to the Pomegranate Center, their work focuses specifically on placemaking and community building which is the specific work being undertaken by the Traffic Calming Program.



2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

A review of 32 private consulting firms specializing in facilitation and community engagement revealed that only five offered facilitation training. None of those firms had a focus relevant to placemaking, traffic calming, or community connectivity and none of the 32 firms offered charrette design assistance. List of firms providing consultant services with their focus areas attached.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

This contract will not obligate us to a particular vendor for future training or consultant services.

4. Explain why the price for this product or service is considered to be fair and reasonable.

The cost is fair and reasonable as the cost is consistent with industry standard fees for similar services.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Ongoing negotiations have resulted in a reduction in project cost from \$200,000 to \$115,000.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

This facilitation training and the assistance in designing the traffic calming charrettes for all 29 neighborhoods is essential to the effective roll-out of the City's new Traffic Calming Program. The Traffic Calming Program programs approximately \$5 million dollars annually and the program is expected to grow as new speed radar units are installed in school zones to help keep the children in our community safe.

The purpose of the Traffic Calming Program is to improve safety, especially for pedestrians and bicyclists, and to improve the environment or livability of streets for residents and visitors. By decreasing volume and/or reducing speed the number and severity of accidents can be greatly diminished. This training and charrette design assistance is vital to ensuring the public has a collaborative and consensus based voice in traffic calming issue identification and prioritization. The safety of our residents depends on a well designed traffic calming program where the community needs originate from the neighborhoods. The safety of our residents depends on well designed traffic calming solutions.

The very real financial impact is the potential mis-allocation of approximately \$5 million dollars of traffic calming funding annually.

Requested Vendor: Pomegranate Associates  
Vendor's Address: 16611 SE 45th St, Bellevue, WA 98006-8924  
Vendor Contact: Milenko Matanovic Phone: 760-765-3427

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**Shauna C Harshman**  
Digitally signed by Shauna C Harshman  
Date: 2021.07.01 17:06:45 -07'00'

Signature of Requestor  
(must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management  
(Required for grant funded purchases)

Date

## **Facilitation Training in Washington State**

### **Washington State Department of Enterprise Services:**

No clearly defined methodology, focused on meeting facilitation no identified charrette facilitation noted. Does not offer charrette design assistance.

**Holding the Hope** – offers facilitation training focusing on recovery and mental health groups, no facilitation training or charrette design assistance.

**Leadership for Change** – offers facilitation skills workshops that include consensus decision making, but lacks the collaboration and placemaking focus, and does not offer charrette development assistance.

**Business training works** – business centric curriculum and approach, train the trainer offerings do not include collaborative placemaking, or a community based facilitation process. Does not offer charrette design assistance.

**Seattle constellations institute** – facilitation training directed at therapists. No charrette design assistance.

### ***Association of WA Cities list of professional facilitation services:***

**Allenbaugh Associates, Inc** – focus on organization and executive development for corporate boards and government executives. No facilitation training or charrette design assistance.

**Aperture EQ** – facilitation services, not training. Focused on helping managers and employees improve individual and team performance, no charrette design assistance.

**Archway Consulting Group International LLC** – Facilitation services, not training. Focuses on workplace facilitation around implicit bias. Does not offer a specific method, or charrette design assistance.

**BERK Consulting, Inc.** – Facilitation services, not training. No charrette design assistance offered.

**Cascadia Consulting Group** – focuses on facilitation services, not training and communications planning. Facilitation services based on IAPP. Does not offer training or charrette design services.

**Community Mediation Services** – Facilitation services, not training. No charrette design assistance offered.

**Craemer Consulting** - focuses on leadership coaching and organizational development facilitation services, not training. No charrette design assistance offered.

**Culture Connecting, LLC** – Diversity and equity training, no facilitation services or training offerings. No charrette design assistance offered.

**Doug Mah & Associates, LLC** – offers facilitation services not training. No charrette design assistance offered.

**ECO Resource Group** – Facilitation services and process design, focuses on environmental sustainability and community resilience. No charrette design assistance offered.

**Integrus Performance Advisors** – facilitation services, not training focus on Lean & Six Sigma. No charrette design assistance offered.

**JLA Public Involvement** – Facilitation services and public event planning, stakeholder interviews and public meetings. Does not offer charrette facilitation training or design assistance.

**Jurassic Parliament** – offers training in conducting meetings and parliamentary procedure.

**Karen Reed Consulting LLC** – offers facilitation services not training. No charrette design assistance offered.

**Kenbrio** – Facilitation services, not training – focusing on council retreats, strategic planning and orientations. No training or charrette design assistance.

**Laura Todd Consulting** – facilitation services, leadership training – not facilitation training or charrette design services.

**Miller Management & Consulting Group** – facilitation services, not training or charrette design services.

**MMBC Consulting** – facilitation services, not training, training in community outreach, no specific methodology. No charrette design services.

**Northwest Leadership Strategies** – Facilitation services, not training. Offers training to council and staff in strategic planning and meeting facilitation/ team building. No charrette design experience or services.

**Parfait Bassale** – Focuses on DEI and conflict resolution – facilitation services, not training. No charrette design assistance offered.

**PDSA consulting** – Training in leadership, process improvement, systems thinking. Facilitation services, not facilitation training or charrette design assistance. Their methodology is Plan-Do-Plan-Act geared to strategic planning.

**Profound Results Consulting** – Focused on Strategic Planning and leadership development. No facilitation training or charrette design assistance.

**Sapna Strategies, LLC** – General retreat facilitation, not facilitation training or charrette design assistance.

**Mejorando Group** – General retreat facilitation and community engagement services. No facilitation training or charrette design services.

**The People's Institute for Survival and Beyond** - General retreat facilitation and community engagement services. No facilitation training or charrette design services. Focus on anti-racism training.

**Triangle Associates** – Neutral third party facilitation services – not training services or charrette design assistance. Focus on organizational development and conflict resolution.

**Vanessa Bronsema** – offers facilitation and mediation services, not training or charrette design assistance.

## RESOLUTION 2021- \_\_\_\_\_

A resolution declaring Pomegranate Associates the sole source provider for staff and resident facilitation and engagement training for the new Traffic Calming Program and approving a contract with Pomegranate Associates reflecting those services.

**WHEREAS**, building trust in government begins with well-designed programs where the community has a voice and is actively engaged; and

**WHEREAS**, the Traffic Calming Program is being fundamentally restructured to include increased public engagement and a greater voice for all of Spokane's 29 recognized neighborhoods; and

**WHEREAS**, that public engagement will include issue identification and prioritization workshops with each of the 29 neighborhoods requiring specialized facilitation training in collaboration and consensus methods; and

**WHEREAS**, Pomegranate Associates offers unique methods of facilitation training and workshop design focusing on placemaking, community building, collaborative process design, and engagement that our neighborhoods need.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby declares Pomegranate Associates as the sole source provider for staff and resident facilitation and engagement training for all of Spokane's recognized neighborhoods within the new Traffic Calming Program and waives public bidding requirements for these services.

**BE IT FURTHER RESOLVED** that the City Council hereby approves the contract with Pomegranate Associates for these services for \$115,000.00 plus applicable tax for a contractual period of July 1, 2021 through December 31, 2022.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Briefing Paper (Finance & Administration)

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	2014-2019 ADA/Section 504 Transition Plan
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	<a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a> , 625-6903
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Johnnie Perkins, City Administrator
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City Policy 0620-13-64 Americans with Disability Act / Section 504 of the Rehabilitation Act of 1973
<b>Strategic Initiative:</b>	Finance & Administration
<b>Deadline:</b>	September 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve 2014-2019 ADA/Section 504 Transition Plan for the City of Spokane

### Background/History:

The ADA/Section 504 Transition Plan is a federal requirement outlined in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and recent amendments.

The administrative requirements contained in Title II that apply to the City of Spokane are:

- Designation of an ADA Coordinator for Overseeing Title II compliance. COMPLETE
- Development of an ADA grievance/complaint procedure. COMPLETE
- Completion of a self-evaluation of facilities, programs and services. COMPLETE, REQUIRES 5-YEAR UPDATE
- Development of a transition plan if the self-evaluation identifies any accessibility deficiencies. COMPLETE, BUT NOT APPROVED AND FINALIZED

The City previously went through an exhaustive effort to create an ADA Transition plan, which included significant citizen and stakeholder involvement. That work began in 2012 and was completed December 31, 2015. At completion, the City of Spokane ADA Transition Plan should have been presented to and approved by City Council in order to be executed as final in 2016. Due to a series of staff changes during that time period, it is presumed that the failure to take the plan to Council was an oversight. Current staff were unaware the plan was not finalized until a citizen brought this to our attention through the ADA Complaint process.

It is critical that this plan be retroactively approved so that the City can become compliant with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and to initiate the required five-year update which should have occurred in 2020. The City's ADA Transition plan provides the baseline for the update. Failure to retroactively approve this ADA Transition plan would mean the City is out of compliance, and subject to imposed violations by the Department of Justice.

Next steps:

If Council approves the ADA Transition plan retroactively, the subsequent five-year update will start in 2022. The intent and desire is to hire a consultant that specializes in ADA Transition plans to lead the updates to the self-evaluation of City facilities, programs, services and activities and to produce a 2022 Transition Plan Update report. Most public organizations of our size outsource this work, and there are a number of consulting resources available. An RFP will be prepared in Q4 of 2021 to engage a consultant.

For further reference, below is a timeline of events that to the best of our knowledge demonstrates what has transpired between 2012 and today with respect to the City of Spokane ADA Transition plan.

#### **TIMELINE**

2012	City initiated ADA Transition Plan development.
Fall of 2013	City conducted self-evaluation survey of all its programs.
August 14, 2014	Gita George-Hatcher, HR Analyst delivers DRAFT ADA/Section 504 Transition Plan to Heather Lowe, HR Director. The DRAFT is to be posted through December 2015 for public comment. Following December 2015, it was to be submitted to the City Administrator, the Mayor and then presented to City Department Heads and City Council and posted as FINAL.
August 25, 2014	Gita George-Hatcher transitions out of HR Analyst role and into the role of Chief Examiner in Civil Service.
December 31, 2015	Public comment period closes.
May 16, 2016	DRAFT ADA Transition Plan is updated with public comments.
June 13, 2016	Briefing paper is drafted to present the ADA Transition plan to City Council, requesting Council adopt the plan as written.
July 23, 2016	HR Director resigns from the City. ADA Transition plan council briefing is <u>not</u> executed.
June 11, 2021	Citizen provides notice to the City's current ADA Coordinator that they have filed an ADA complaint with the Department of Justice regarding the City's noncompliance in completing a required ADA Transition Plan. The first step in the complaint process is for the complainant to work with the City to amicably solve the problem.

#### Executive Summary:

Failure to approve the 2014-2019 ADA Transition plan will create liability for the City through potential citations from the Department of Justice for violating Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and recent amendments.

#### Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

#### Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

**DRAFT - CITY OF SPOKANE TRANSITION PLAN  
UNDER THE AMERICANS WITH DISABILITIES ACT  
AND  
SECTION 504 OF THE REHABILITATION ACT OF 1973  
2014 -2019**

**HEATHER LOWE, HUMAN RESOURCES DIRECTOR  
Gita S. George-Hatcher, HR Analyst, ADA/Section 504  
Designee – 2012-2014**

**Committee Members Between 2012 and 2014:**

Kay Bisaro, Clerk II, Business and Developer Services  
Lloyd Brewer, Environmental Programs Manager  
Captain Judi Carl, Spokane Police Department  
Brian Coddington, Director of Communications  
Dan Daling, Human Resources Analyst  
John Delay, Director, Channel 5  
Jennifer De Ruwe, Senior Police Officer  
Jan Doherty, Public Fire Education Officer  
Joan Hamilton, Computer Operations Manager  
Erin Jacobson, Chief Labor Assistant City Attorney  
Lisa Jones, Fire Marshal  
Louis Meuler, Principal Planner  
Katherine Miller, Principal Engineer  
Art Nichols, Fire Facilities and Logistics Officer  
Gerald Okihara, Senior Traffic Engineer  
Lieutenant Rex Olson, Spokane Police Department  
Richard Proszek, Associate Engineer  
Darren Stageberg, Safety Coordinator  
Kyle Twohig, Engineering Operations Manager  
Albert Vorderbrueggen, Director, Recreation  
Michael Werner, Director Asset Management



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## INTRODUCTION AND BACKGROUND

The Americans with Disabilities Act Self Evaluation Update and Transition Plan Update establishes the City of Spokane's ongoing commitment to provision of equal access to all of its public programs, services and activities for citizens with disabilities. In order to develop this plan, the City of Spokane completed a comprehensive evaluation of its facilities and programs to determine what barriers might exist for individuals with disabilities. Ms. Meghann Steinolfson is the City's ADA/Section 504 Coordinator. **The Streets portion of the Plan was completed under the leadership of Mr. Kyle Twohig, Engineering Operations Manager and the input of Planning and Engineering staff**

This Update will be used to help guide future planning and implementation of necessary accessibility improvements. The City will update the plan every five years and public comments will be accepted on this Update through December 2015.

## FEDERAL REQUIREMENTS

This document is being developed in accordance with federal requirements outlined in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and recent amendments.

### Section 504 of the Rehabilitation Act of 1973

Often referred to as the civil rights act for people with disabilities, the Rehabilitation Act requires that all organizations receiving federal funding make their programs accessible and available to all people. It states: ***No otherwise qualified (disabled) individuals in the United States shall, solely by reason of (disability), be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.***

City departments or divisions that receive federal funding must identify a Section 504 Coordinator on its staff who will ensure that the program, service or activity receiving the funding meets the requirements of the law, and respond to any complaints from citizens or requests for information from a funding agency.

### Americans with Disabilities Act (ADA) – Titles I and II

The U.S. Congress signed the ADA in 1990, and it went into effect in 1992. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in access

to jobs, public accommodations, government services and programs, public transportation and telecommunications.

**Title I of the ADA** prohibits private employers, state and local governments, employment agencies and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training and other terms, conditions, and privileges of employment. The City of Spokane is an Equal Opportunity Employer (EEO) and adheres to the requirements of Title I. For more information on the City's policies against Discrimination and on Reasonable Accommodation, please visit the City's website at [www.spokanecity.org](http://www.spokanecity.org) The City's policies are located under the Services tab, under Documents and Forms and then under Policies and Procedures.

**Title II of the ADA** adopts the general prohibitions against discrimination contained in Section 504 of the Rehabilitation Act of 1973, but applies to all state and local governments whether or not they receive federal funding. It prohibits the City from denying persons with disabilities the equal opportunity to participate in its services, programs or activities, either directly or indirectly through contractual agreements.

The administrative requirements contained in Title II that apply to the City of Spokane are:

- Designation of an ADA Coordinator for overseeing Title II compliance.
- Development of an ADA grievance/complaint procedure.
- Completion of a self evaluation of facilities, programs and services; and
- Development of a transition plan if the self evaluation identifies any accessibility deficiencies.

## **ADA COORDINATOR**

The Office of the Mayor has designated the Human Resources Director or designee as the ADA/Section 504 Coordinator. The Coordinator is:

**Meghann Steinolfson**

**City of Spokane**

**808 W. Spokane Falls Boulevard**

**Spokane, WA. 99201**

**Email: [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org)**

**Phone: (509) 625-6903, or 7-1-1 (WA Relay); FAX: (509) 625-6379**

## REQUESTING ACCOMMODATIONS IN ALTERNATE FORMATS

Instructions about how to request accommodations (e.g. interpreters, barrier removal, etc.) or documents/materials in alternate formats may be included in a letter, email, newsletter, public announcement, or website used to announce, invite or promote the City's program, service or activity. **If the information is not provided in the avenues listed above, please contact the City's ADA Coordinator to make your request (see contact information provided above).**

Request for **accommodation** at a City meeting or event must be provided no later than 48 hours before the scheduled event and should include:

- The requestor's name, address, email and telephone numbers (if any)
- A description of the program, service or activity
- The location of the program, service or activity
- Reason for the accommodation

Requests for materials in **alternate formats** should include:

- The requestor's name, address, email and telephone numbers (if any)
- The name or description of the City document or materials to be reformatted
- What type of format is desired (e.g. Braille, audio recording, computer disk, etc.)
- Reason for the need for alternative formatting

The City's ADA Coordinator and/or the responsible City department will attempt to respond to the request in advance of a scheduled meeting or event. If no response is received or the response does not satisfactorily resolve the issue, the requestor may file a formal complaint with the City. All requests for accommodations and alternate formats will be kept on file for at least three years.

The City of Spokane has a formal complaint procedure which is outlined in the City's policy titled – Americans with Disabilities Act/Section 504 of the Rehabilitation Act of 1973 (ADMIN 0620-13-64). The policy is posted on the City of Spokane's website under Services and then under Documents and Forms.

## **ADA SELF EVALUATION AND TRANSITION PLAN PROCESS**

The Self Evaluation is the City's internal assessment of the accessibility of its facilities, programs, services and activities. It included site assessment surveys of all City of Spokane public facilities and parks in which programs, services and activities are provided to the public, as well as roads owned by the City of Spokane. The assessment included a written survey of all City departments about the accessibility of their programs, services and activities.

According to the requirements of the ADA, a Transition Plan must include a list of necessary improvements to be made based on the results of the Self Evaluation, including estimated time frames.

The City should attempt to update the Transition Plan once every **five** years to reflect completed accessibility projects or other changes.

## **PUBLIC OUTREACH**

Key stakeholder groups and the general public are in the process of being invited to review and provide input on it through December 31, 2015. Comments may be directed to the ADA Coordinator (contact information on page 5).

## **ADA PROGRAM WEB PAGE**

**[www.spokanecity.org/accessibility](http://www.spokanecity.org/accessibility)**

## **IDENTIFIED STAKEHOLDER GROUPS**

- Acces4All
- General Public
- City and County citizen advisory boards/commissions/committees
- Coalition of Responsible Disabled
- Disabled American Veterans
- Hearing Loss Association
- Lilac Services for the Blind
- Nexus (Hearing Loss Center)
- State of Washington Service for the Blind
- The ARC of Spokane
- The Lighthouse for the Blind

## **STATE AND LOCAL REQUIREMENTS**

The State of Washington officially adopted the International Building Code (IBC) as its building code in 2004 (RCW19.27 and 70.92). The IBC includes provisions ensuring that public facilities are accessible to and usable by persons with disabilities.

The City utilizes the ADAAG (Americans with Disabilities Act Accessibility Guidelines) to ensure compliance with accessibility requirements for persons with disabilities for building projects. The City consistently elects to utilize PROWAG (Public Right of Way Accessibility Guidelines) which exceed the standards of the ADAAG, for Street projects.

## **RELATIONSHIP TO OTHER PLANS**

This Transition Plan pertains only to City owned or administered facilities, programs, services and activities. Spokane County and other cities and towns are responsible for developing and implementing their own self evaluation and transition plans. The City of Spokane's Transition Plan is available on the website at: [www.spokanecity.org/accessibility](http://www.spokanecity.org/accessibility)

## **FUNDING SOURCES**

At this time, when a remodel or new construction is undertaken, and accessibility related work improvements are scheduled, the primary sources of funding for accessibility-related improvement projects on City buildings/facilities are bonds, levies and/or the General Fund. Utility funds and taxes may also be used. The City continues to remove barriers when new construction or remodeling takes place as well as at other times when possible and economically feasible.

## **UNDUE BURDEN**

According to the ADA, the City does not have to take any action that it can demonstrate would result in a fundamental alteration in the nature of a program or activity, would create a hazardous condition for other people, would be considered technically infeasible or would represent an undue financial and administrative burden. This determination can only be made by the ADA Coordinator in consultation with the department head or designee and must be accompanied by a statement citing the reasons for reaching that conclusion.

The determination that an undue financial and/or administrative burden would result must be based on an evaluation of all resources available for use in a program. For

example, if a barrier removal action is judged unduly burdensome, the City must consider other options for providing access that would ensure that individuals with disabilities receive the benefits and services of the program or activity.

## **PROGRAMS, SERVICES AND ACTIVITIES**

### **SELF EVALUATION:**

In the fall of 2013, the City of Spokane conducted a self evaluation survey of all its programs in order to ensure that people with disabilities have equal access to programs, services and activities. The following is a summary of the citywide improvements that are recommended in the transition plan.

### **PUBLIC MEETINGS/HEARINGS AND EVENTS**

The City of Spokane continues to take steps to ensure that its public meetings, hearings and events are accessible to the public. The City has provided training in 2013 to all personnel responsible for setting public meetings/hearings to ensure that they are aware of the requirements of Section 504 and the ADA. In 2013, the City created a statement that is inserted in all public meeting notices, news releases, advertisements or mailed invitations sent out about a City sponsored meeting or event to ensure that contact information and directions are provided to individuals who wish to request accommodations for a public meeting/hearing.

The statement is as follows:

#### **FOR MEETINGS TAKING PLACE IN CITY HALL**

***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 Council Chambers and the Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., are both wheelchair accessible. The Council Briefing Center is equipped with an audio loop system for persons with hearing loss. The Council Chambers currently has an infrared system and headsets may be checked out by contacting the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Meghann Steinolfson at (509) 625-6903, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Steinolfson at (509) 625-6903 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.***



## **OUTSIDE CITY HALL**

***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 contact Meghann Steinolfson 48 hours before the meeting date at (509) 625-6903, 808 W. Spokane Falls Blvd., Spokane WA, 99201, or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Steinolfson at (509) 625-6233 through the Washington Relay Service at 7-1-1.***

In 2013, the City of Spokane updated the audio loop system as part of a remodel in the Council Briefing Room and will be undertaking a remodel of the City Council Chambers in 2014 at which time a new audio loop system will be installed in that location as well.

## **PRINTED MATERIALS**

The City produces a variety of informational and promotional materials for public use, including maps, brochures, forms, newsletters, fact sheets, reports, plans, etc. Recommendations of this Transition Plan are:

- All departments must be able to provide documents and other printed material in alternate formats when such accommodation is requested. This includes Braille, audio recordings, enlarged print and computer disks at no charge to the individual making the request. Instructions about how to provide these alternate formats should be provided to all City employees.

## **WEBSITE ([www.spokanecity.org](http://www.spokanecity.org))**

In 2013 the City began a comprehensive re-design of its website and it is currently still in the construction phase. The new design will include a variety of accessibility related improvements including text size and color, providing alternate text on photos and other graphics consistently and providing accessible PDF documents. Recommendations of this Transition Plan are:

- Ensure that the City has a web page for ADA/ Section 504 Accessibility.
- Post the City's ADA policy, notice and complaint procedure on the web page.
- Post the City's draft Transition Plan on the website.

- Ensure that complaint forms are available on the web page.
- Ensure ability for all citizens to provide feedback to the ADA Coordinator on the Transition Plan draft directly from the website.
- Ensure that all fillable electronic forms anywhere on the City's website are accessible by computer screen reading software for those with sight limitations.

## **CITY CABLE 5**

City Cable 5 provides programming regarding City business including City Council Meetings and City projects of interest to the citizens. Real time captioning utilizes audio feed of meeting sent via phone line to captioners at a remote location. As a result there is an approximately 2-3 second delay by the time viewers see it at home.

Most captioning companies require a minimum of 2 hours. Lengthy meetings would pose some problems and could create some additional costs. Decoder equipment must also be installed on site in order to insert signal into line 21 of the TV video signal. This would require a one-time equipment purchase of approximately \$5,000, plus the ongoing annual costs of approximately \$36,050, additional costs of \$800 per year for 2 analog phone lines and captioning costs of \$175 – 350 per ½ hour for produced programs. This is too cost prohibitive to complete at this time.

The City posts its meetings and videos that are on City Cable 5 to You Tube and/or Vimeo and well as on [www.spokanecity.org](http://www.spokanecity.org) . The recommendations of this Transition Plan are:

- Continue posting meetings and videos on You Tube, Vimeo and on the City's website.
- Continue to research opportunities for captioning.
- Test automated captioning processes and implement where possible.

## **CONTRACTING/PURCHASING**

The City of Spokane does not discriminate on the basis of disability when selecting contractors, consultants or vendors for City projects or services. Federal regulations require that any outside contractors receiving City funding, or receiving federal funding through the City, comply with the requirements and regulations of Title II of the ADA and Section 504 of the Rehabilitation Act.

Recommendations of the Transition Plan are:

- Include a statement in all Request for Proposals, contracts or other bid solicitation documents, or web pages explaining that businesses, organizations, or individuals contracting with the City of Spokane must comply with Title II of the ADA and Section 504 of the Rehabilitation Act of 1973.
- Require all City contractors, consultants or vendors to sign a statement attesting to their intent to comply with Title II of the ADA and Section 504 of the Rehabilitation Act of 1973. The statement can be added to existing contract documents or can be a separate form.

## **STAFF TRAINING**

The City has provided training to organizers of public meetings on ADA and Section 504 requirements. The City has also continued to provide Respectful Workplace training to employees including information on disabilities, culture and etiquette and reasonable accommodation. The City has also sought out and sent City employees to ADA/Section 504 training provided by external agencies, for example Right of Way Training provided by the Washington State Department of Transportation. Engineering field staff also receive training on ADA compliant sidewalks and curb ramps every three years.

The City has implemented a working ADA/Section 504 Committee to provide insight and recommendations. The committee members have also received training on the requirements of the ADA and Section 504.

Recommendations of the Transition Plan are:

- Connect with local disability resources to provide training on disability groups and use of the 7-1-1 Washington third party Relay system.
- Provide training on responding to requests for material in alternate formats.
- Provide training to department heads and managers about the ADA and Section 504 and their legal requirements and how they differ from each other.

## **ADDITIONAL OVERALL RECOMMENDATIONS**

- The City's Emergency Evacuation Procedures pertaining to Evacuation of Persons with Disabilities from City owned facilities needs to be reviewed and updated.
- City Facilities outside of City Hall should ensure that they have procedures in place for emergency evacuation of persons with disabilities.

- Departments who are contacted for public information to be provided in alternate formats should notify the ADA Coordinator if guidance or assistance is required.
- Emergency Response and other information broadcasted by the City of Spokane to the general public must be provided in an accessible format.
- Ensure adequate funds in division budgets to address accessibility needs.
- Ms. Gita George-Hatcher served as the Section 504/ADA Designee from 2012-2014 during the period of the self evaluation and as a result, the self evaluation and draft transition plan were originally completed containing contact information that was current at the time. The information in the Transition Plan only has been updated. Ensure future updating of the policy, forms and documents for personnel changes.

In addition to providing this information to all existing employees, and new hires, the City should provide all employees with annual reminders about the ADA requirements with links to instructional information.

## **CITY FACILITIES AND PARKS**

### **SELF EVALUATION SURVEY:**

The City of Spokane evaluated its facilities in which programs, services and activities are provided to the public, as well as its Parks. The following are the recommendations of this Transition Plan pertaining to physical accessibility:

#### **City Clerk**

Counters are higher than 38". If a remodel or construction occurs, these will be rectified. In the meantime, assistance will be provided to persons with disabilities on a case by case basis.

#### **City Hall**

Third Floor public entry is not accessible. However, the third floor is accessible via ground floor entry and elevator. A sign has been posted to indicate the location of accessible entrances.

#### **East Central Community Center**

1. Soap and paper dispensers to be lowered to no more than 40" from the floor.
2. Identify one already existing accessible desk by the front counter with an accessibility sticker sign.

#### **Spokane Fire Department Facilities and Stations**

1. Disabled Parking areas have been identified and repainted.
2. Need Accessibility symbol on door of accessible bathroom at Station 7.
3. Address trip hazard in front of east apparatus door at Station 15.

#### **Fleet**

New ADA accessible facility is currently under construction.

#### **Parks**

1. Qualchan Golf Course needs one additional disabled parking slot.
2. Esmeralda Golf Course needs one additional disabled parking slot.
3. Need signage on van accessible parking at Finch Arboretum and additional parking upon expansion of upper parking area.
4. Indian Canyon Golf Course needs 2 additional disabled parking slots.
5. Peaceful Valley Community Center parking needs to have signage and van accessibility.
6. Witter Pool needs one additional disabled parking slot.

#### **Police**

1. ADA/Section 504 Notice is required to be posted at all COP Shops for participants.

### **Prosecutor**

1. Update parking information.
2. Place a bell at the entrance for persons to alert the reception area staff so that individual assistance may be provided as the current counter height is over the required limit. If remodeling occurs, this issue will be addressed at that time.

### **Public Defender**

1. Update parking information.

**Riverpark Water Reclamation Facility** – No recommendations following self evaluation.

**Sewer Maintenance** – No recommendations following self evaluation.

**Solid Waste Management and Waste to Energy Facility** – No recommendations following self evaluation.

### **Water**

Currently the building is not Section 504 or ADA compliant but if a remodel or new construction occurs, it will be brought into compliance. Alternate arrangements may be made upon request.

## **STREETS**

### **SELF EVALUATION:**

#### **Summary: City's Streets, Curb Ramps and Walk Signals**

The City has over 273 miles of arterial streets, 798 miles of local public streets and over 6,900 street intersections to maintain and upgrade. Of the total 1,071 miles of public streets, over 994 miles is paved. The City's Transportation Plan and six year capital program outlines and prioritizes the facilities planned to be constructed and/or upgraded for all travel modes including pedestrians and the accessible sidewalk network.

The City has implemented several operating policies and developed funding mechanisms and strategies to address the tremendous backlog of accessibility needs on the public street system. A summary of these policies includes:

- Ensuring that the Comprehensive Plan and specifically the Transportation Chapter and capital facility project lists include projects and policies that guide the City regarding meeting the requirements of the ADA.
- Amending the City's Transportation Design Standards as needed to address changes and clarifications on ADA design from the federal Access Board and to better incorporate pedestrian facilities where needed.
- Ensuring that all new City transportation capital projects that include pedestrian access meet current ADA design standards and guidelines
- Requiring that all new developments and site expansions or other qualifying improvements include ADA compliant facilities.
- Using various funding options when available, such as the Community Development City Sidewalk Program within designated lower income neighborhoods to repair existing or place missing pedestrian facilities such as curb ramps and sidewalks.
- Providing funding in all pavement management overlay projects (grind/inlay and overlay or more substantial rehabilitation) for building missing, or repairing existing ADA sidewalk ramps.
- Continuing to seek a funding program to complete the projects identified in the Capital Facilities Plan.
- Annual "lessons learned" meetings between City Design and Construction staff which includes extensive review of ADA issues and how to better plan for and incorporate pedestrian facilities.

#### **System Inventory**

The City in cooperation with the Spokane Regional Transportation Council (SRTC) continues to update and augment an inventory of sidewalks and curb ramps for all

public streets within the City. SRTC maintains the sidewalk inventory that was completed in cooperation with Washington State University and the City of Spokane in 2008. The City of Spokane has additional GIS data on sidewalks and the presence or lack of curb ramps. Additional curb ramp inventory data will be collected as resources are available to further assist in prioritization of future capital projects.

The sidewalk, curb-ramp and pedestrian facility geographic information system inventory (GIS) was compiled from several sources to identify which streets have pedestrian facilities and complete ADA accessible facilities. This inventory is being used as the City continues transportation system planning and as the pedestrian plan is incorporated into the transportation needs and prioritization of capital projects lists. Additional detailed curb ramp metrics and data needs are being evaluated for future sidewalk and curb ramp data collection.

### **Sidewalk Inventory and Needs**

Of the 1,071 total roadway miles of public streets within the City, approximately 981 miles of roadway are not within a street intersection and potentially could accommodate a sidewalk along one or both sides of the roadway depending on local site conditions.

Out of the 981 roadway miles that could potentially accommodate a sidewalk there are a total of 381 miles (over 38%) of public streets with no sidewalk. Over 55% of all City public streets have sidewalks on both sides of the street and over 6% have sidewalks on only one side of the street.

Approximately 52% of the arterial street system has sidewalks on both sides of the roadway, and another 19% has a sidewalk on only one side of the arterial. A priority will be to add pedestrian facilities to the 76.5 miles of arterial with no sidewalks.

While over 61% of the City's total street network has a sidewalk on at least one side of the street, there is still a substantial need for additional pedestrian transportation system facilities. Arterial sidewalk projects are included in the City's adopted Transportation Capital Facilities Plan. The cost to complete all the priority arterial sidewalk projects included in the City's adopted Transportation Capital Facilities Plan is substantial and is estimated at over \$40 million.

### **Curb Ramp Inventory**

The curb ramp inventory covers all streets and street intersections within the City. Over 6,928 intersections and approximately 27,700 corners are included in the inventories.

For each intersection, data was collected showing whether or not there were any existing curb ramps, and whether or not existing curb ramps met ADA standards,



including slope, lip, ramp width, and landing area. The current curb ramp inventory cannot determine if the curb ramp meets full current ADA compliance as it does not include a few data elements needed to determine full compliance. This inventory will be updated as resources are available, but the current inventory does provide assistance in prioritizing projects. This inventory shows:

- Over 1,700 arterial and highway street intersections are missing at least one curb ramp.
- Over 4,000 local street intersections are missing at least one curb ramp

### **Public Involvement in Capital Project Planning and Curb Ramp Project Prioritization**

Public involvement in the Transportation Chapter update is extensive with specific stakeholder groups participating in a Public Policy Group to ensure that all transportation system users are represented in the planning and project prioritization process. After the completion of the Transportation Chapter update, the chapter and capital facility priority project lists will be annually updated as needed.

### **Identified stakeholder groups that are participating in the Transportation Plan and Pedestrian Plan include:**

- Access4AllCoalition of Responsible Disabled (C.O.R.D.)
- Disabled American Veterans
- Lilac Services for the Blind
- City and County citizen advisory boards/commissions/committees
- Hearing Loss Association
- Nexus (Hearing Loss Center)
- State of Washington Services for the Blind
- The ARC of Spokane
- The Lighthouse for the Blind
- General public

The Comprehensive Plan Transportation Chapter update within the Pedestrian Plan includes a map of priority pedestrian infrastructure areas. Updating the Pedestrian Plan over time will provide further detail related to sidewalk and curb ramp implementation.

The City's primary focus for larger capital projects is maintaining and upgrading the arterial network and improving intersections on arterial roadways without existing curb ramps. Transit routes and access to bus stops is included within the arterial curb ramp prioritization.

Subsequently, the following criteria are used to help determine which intersections are completed first:

- Transportation network within the Downtown and Comprehensive Plan identified Centers and Corridors
- Streets with public transit service
- Streets with higher traffic volumes and the arterial system
- Streets with pedestrian attractors like schools, parks and shopping
- Proximity to medical facilities
- Proximity to government facilities
- Locations that improve system connectivity or fill in gaps in an existing system
- Streets within priority areas identified within the Pedestrian Plan

This list of criteria was further refined into a Pedestrian Priority map for the City. The Pedestrian Plan which includes the map can be reviewed via the following link: <https://my.spokanecity.org/projects/pedestrian-master-plan/>

This plan is the City's guiding document for prioritizing pedestrian and ADA improvements. After the work is accomplished within the priority areas, the City will develop a new priority area to continue addressing pedestrian and ADA needs.

The City does allow exceptions to the prioritization criteria if it helps ensure public safety, is more efficient, or maximizes the overall benefit. A list of capital projects that include curb ramp projects is included in the City's 6 Year Transportation Program. The program includes total project costs and a project description.

## **Funding**

The magnitude of ADA transportation network projects on the priority project list is large, including curb ramp and new sidewalk improvements estimated to be well over \$40 million. This figure does not include other related upgrades, like sidewalk repair, driveway replacement or installation of audible crossing signals.

The City is continually seeking funding from all available sources to complete projects on the priority transportation network project lists. A complete overview of transportation funding sources is available in the City's Six Year Comprehensive Street Program. One example of a specific project to address ADA needs is the \$900,000 allocated to focus strictly on priority ADA ramps within the Downtown and in other priority areas. This is in addition to ADA and sidewalk facilities included in other individual capital projects.

The City also continues to coordinate ADA facility construction on Washington state facilities and state routes with WSDOT. An example of project coordination is the large number of ADA ramps being constructed within the City by WSDOT on state highways in 2016.

Over the last ten years the City has completed many projects on the priority list for an ADA compliant transportation network. The City's most recent \$117 million 10-Year street bond completed projects through the end of 2014 that addressed the curb ramp needs of almost 30% of the City's arterial intersections between 2004 and 2015. The 2004 street bond along with other funding sources addressed over 13% of the needs of the residential street curb ramp needs.

On residential streets and other non-arterial streets the City has allocated a minimum of 10% of Transportation Benefit District revenue to maintaining and adding to the pedestrian network and ADA facilities.

The City also continually looks for and has successfully obtained additional funding for these projects from sources such as Federal Community Block Grant funding, grants from local, state and federal programs. The City's 6 Year Street Capital Program includes the City's lists of projects and project descriptions. City funding directly allocated to standalone sidewalk and curb ramp priority improvement projects the last four years is as follows: \$395,800 in 2010, \$206,000 in 2011, \$619,000 in 2012 and \$442,000 in 2013.

The City also constructs new sidewalks and curb ramps as a part of other capital improvement projects, though the amount allocated to pedestrian facilities as a part of these other public utility and street improvement projects is not tracked separately from the overall project cost. By committing to build fully compliant Pedestrian facilities, the City also dedicates significant funds towards acquiring right of way access agreements following federal real estate guidelines.

**APPENDIX A (TRANSITION PLAN)**  
**SELF EVALUTION QUESTIONNAIRE**

## **INTRODUCTION**

THE CITY OF SPOKANE IS CONDUCTING A SELF EVALUATION UPDATE AS REQUIRED UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990 TO ENSURE THAT ALL CITY FACILITIES THAT ARE ACCESSED BY THE PUBLIC ARE ACCESSIBLE TO PERSONS WITH DISABILITIES AND ALL CITY PROGRAMS SERVICES AND ACTIVITIES ARE ACCESSIBLE TO PERSONS WITH DISABILITIES.

Your department's Section 504/ADA Liaison will be providing you with the attached form to complete for each facility/program area within your area of responsibility and return to your department liaison **NO LATER THAN OCTOBER 31, 2013.**

You do not have to complete the sections on General Requirements and Employment and Reasonable Accommodation. They have already been completed for you.

Complete the Program Access portion by checking or marking an X under the Yes, No or N/A headings.

Complete the Physical Accessibility Section by first consulting the "Quick Look" Barriers Checklist **on page 8 of the form.**

Information on Accessible Parking is provided on **page 10 of the form**. The appendix provides more detailed information and diagrams regarding parking spaces.

Print your name, date and phone number after completing the questionnaire.

If you have questions while completing this questionnaire, please contact your department liaison or the Section 504/ADA Coordinator at 625-7083.

Your department liaison is responsible for obtaining your department head's signature **ON PAGE 13**

The City's Section 504/ADA Coordinator, Ms. Gita George-Hatcher may be reached at 625-7083 in Human Resources, Fourth Floor City Hall

**THANK YOU FOR YOUR COOPERATION**

**CITY OF SPOKANE - 504/ADA SELF-EVALUATION AND ASSURANCE OF COMPLIANCE**

**Instructions (RETURN COMPLETED FORM BY OCTOBER 31, 2013)**

**504/ADA Self Evaluation Questionnaire Form**

This form will help you evaluate your services, programs and activities to ensure they are accessible to persons with disabilities. **When complete, please return it to the 504/ADA Coordinator through your Department Liaison.**

**"Quick Look" Barriers Checklist**

Consult the "Quick Look" Barriers Checklist on Page 7 to answer the questions in the self evaluation form. Physical access must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

**504/ADA Assurance of Compliance Form**

The form must be completed by all City Departments and by all contractors. Other governmental agencies and contracts for the direct purchase of goods are exempt.

- **Complete this form.** If your department is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance.
- **Sign the Assurance of Compliance form and send the original back to the 504/ADA Coordinator.**

Keep a copy of the form on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit with City of Spokane contracts.)

**If you have questions regarding this process or if you require this material in an alternate format,** please contact the City of Spokane Section 504/ADA Coordinator at (509) 625-7083, or the Washington Relay Service at 7-1-1 or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org).

## 504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act require that the City of Spokane and all organizations and firms contracting with the City of Spokane except those providing tangible goods, comply with Section 504/ADA accessibility requirements.

Under 504 and ADA, a “qualified individual with a disability” is anyone who has a history of, or is perceived as having, a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech disabilities; mental illness; epilepsy; learning disability;; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability, etc.

### 504/ADA SELF-EVALUATION QUESTIONNAIRE

**NAME            OF            DEPARTMENT            AND            PROGRAM:**

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#### General Requirements

Please check the appropriate answers. If necessary, attach additional pages of explanation.

**YES    NO    N/A**

1. 504/ADA Liaison for your department

---

Name \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_

**YES NO N/A**

2. Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA? \_\_\_\_\_

3. Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability? \_\_\_\_\_

**General Information (Continued)**

**YES NO N/A**

4. Have you notified these individuals of your non-discrimination policy? \_\_\_\_\_

5. Do you provide ongoing staff training to ensure that staff fully understand your policy of non-discrimination on the basis of disability and take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities? \_\_\_\_\_

**Program Access**

**YES NO N/A**

1. Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, and other programs, services and activities will be held in accessible locations? (sample notice in Appendix 2) \_\_\_\_\_



2. Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request to participants with disabilities? \_\_\_\_\_

3. Do you have a Teletype (TTY) or do you use the Statewide Relay Service to facilitate communication with Individuals who use TTY's for communications purposes? \_\_\_\_\_

**Program Access (Continued)**

**YES NO N/A**

4. Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY (or Relay Service) and other effective means of communicating over the telephone with people with disabilities? \_\_\_\_\_

5. Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include large print, Braille, and audiocassette tapes) \_\_\_\_\_

6. Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair? \_\_\_\_\_

7. If you have a mailing list for the purposes of information, dissemination, does it include various disability groups? \_\_\_\_\_

8. Are your accessible numbers and procedures for accessing services printed on all materials distributed to the public? \_\_\_\_\_

9. Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility? \_\_\_\_\_

### **Employment and Reasonable Accommodation**

**YES NO N/A**

1. When gathering Equal Employment data regarding disabilities, Do you make it clear that:

- the information requested is intended for use solely in connection with reporting requirements; \_\_\_\_\_
- that the information is voluntary; \_\_\_\_\_
- the information will be kept confidential; and
- refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment? \_\_\_\_\_

2. If you make pre-employment medical enquiries or conduct pre-employment medical examinations:

- is the inquiry related to the applicant's ability to Perform the job? \_\_\_\_\_

- do you condition offers of employment on the results of these examinations? \_\_\_\_\_
  - Is the examination required for all employees in the same job classification? \_\_\_\_\_
  - Are all applicants in the same job classification asked the same medical and/or interview questions? \_\_\_\_\_
3. During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to persons with disabilities? \_\_\_\_\_

### **Employment and Reasonable Accommodations (continued)**

**YES NO N/A**

4. Do you have a written policy stating the following?  
504/ADA states that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only two (corrected 8/14/14) ways: \_\_\_\_\_
- (1) Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary work accommodation (s); \_\_\_\_\_
- (2) First aid and safety personnel may be informed if the condition might require emergency treatment; and government officials investigating compliance with Section 504/ADA shall be provided with relevant Information upon request. \_\_\_\_\_

### **Physical Accessibility**

**YES NO N/A**

**Complete the “Quick Look” Barriers Checklist and then answer the following questions:**

1. Is your building(s) where your business is located  
barrier free? \_\_\_\_\_
2. Did you check NO to any of the items on the  
Employment and Reasonable Accommodation  
preventing an individual with a disability from accessing your  
program(s) or services? \_\_\_\_\_

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make the barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

**This 504/ADA Self Evaluation Plan was completed by:**

---

Print Name	Date	Phone Number
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### **“QUICK LOOK” BARRIERS CHECKLIST**

This checklist may be used to conduct a quick appraisal of potential problem areas for accessibility. You may also refer to the federal ADA Accessibility Standards or the Washington Administrative Code (WAC) 51-50.

Check “Y” if YES, “N” if NO

#### **Building Access**

- Garage/lot has required number of accessible parking spaces?
- Are accessible parking spaces near main building entrance?
- Walkways are level (44” wide min) or ramped(max 1:12)?
- Does the entrance doorway have at least 32” wide clearance?
- Is the door threshold maximum ¼” high (1/2” if beveled)?
- Door hardware is lever handles, pulls or push-pull activating bars?
- Are the doors easy to open (exterior doors max. 8.5 lbs. opening force, Interior doors 5 lbs max.)?
- If revolving doors used, alternate accessible entrance available?

#### **Building Corridors**

- Is path of travel free of obstruction and at least 36” wide?
- Is floor surface stable, firm and slip resistant?

- Do obstacles (phones, fountains, etc.) protrude no more than 4"?
- If provided, minimum one public phone or water fountain accessible?
- Are elevator controls no higher than 48"?
- Are elevator markings in Braille and raised letters/numbers?
- Does elevator provide audible and visible signals?
- Floor of elevator cab is min, 51"x68" (door offset) or 51"x\*0" (door centered)?

### **Restrooms**

- Door hardware is lever handles, pulls, or push-pull activating bars?
- Do restroom entrance doors have at least 32" wide clearance?
- Are grab bars provided in accessible toilet stalls?
- Toilet seat top is 17-19" above floor?
- Sink has clear knee space under basin; exposed pipes are insulated?
- Faucets are lever operated or push type?
- Are soap and towel dispensers no more than 40" from the floor?

### **Reception and Personnel Office**

- Lower counter space in reception, customer service areas?
- Do doors have at least 32" wide clearance?
- Is the door easy to open (max. 5 lbs. opening force)?
- Door threshold is maximum ¼" high (1/2" if beveled)?
- Is the path of travel between furniture at least 36"?

### Required Number of Accessible Parking Spaces

<b>Total Garage/Lot Parking Spaces</b>	<b>Minimum Number of Accessible Spaces</b>
<b>1-25</b>	<b>1 (van accessible)</b>
<b>26-50</b>	<b>2 (including one van space)</b>
<b>51-75</b>	<b>3 (including one van space)</b>
<b>76-100</b>	<b>4 (including one van space)</b>
<b>101-150</b>	<b>5 (including one van space)</b>
<b>151-200</b>	<b>6 (including one van space)</b>
<b>201-300</b>	<b>7 (including one van space)</b>
<b>301-400</b>	<b>8 (including one van space)</b>
<b>401-500</b>	<b>9 (including one van space)</b>
<b>501-1000</b>	<b>2% of total spaces</b>

	(every 6 accessible spaces include one van space)
<b>More than 1000</b>	<b>20, plus 1 for each 100 over 1000 (every six accessible spaces include one van space)</b>

Locate accessible parking spaces on the shortest accessible route of travel to an accessible building entrance (where practical, not crossing traffic lanes).

Car and van parking spaces shall have an adjacent accessible aisle. Two parking spaces may share an accessible aisle. Van parking spaces that are angled shall have access aisles located on the passenger side of the vehicle.

If there is only one accessible parking space, then it shall meet the codes for a van accessible parking space: 11' wide vehicle parking space plus a 5' access aisle. (an 8' vehicle parking space with an 8' access aisle is acceptable under code. For more detail consult WAC 51-50)

Diagram attached as appendix to the document

## **SECTION 504/ADA ASSURANCE OF COMPLIANCE**

This assurance is in compliance with Section 504 of the Rehabilitation Act of 1973, as amended and the Americans with Disabilities Act of 1990, which are two federal laws which prohibit discrimination against qualified people with disabilities,

I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either



directly or through contracting with a governmental entity receiving federal funds) to make their programs, services and activities, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with the Section 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

YES

NO

**According to the responses to the questions in the Section 504/ADA Self Evaluation Questionnaire, this Department is in compliance with 504/ADA.**

\_\_\_\_\_

\_\_\_\_\_

**If the response is NO  
the actions outlined in the Corrective Action Plan below  
will be undertaken.**

\_\_\_\_\_

City Department

\_\_\_\_\_

Street AddressCityStateZip

**Corrective Action Plan**

**The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.**

General

Requirements

**Actions to be Taken**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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**Program Access**

**Actions to be Taken**

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**Employment and Reasonable Accommodation**

**Actions to be Taken**

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**Physical Accessibility**

**Actions to be Taken**

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**I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

\_\_\_\_\_  
**Signature of authorized individual**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print name of authorized individual**

\_\_\_\_\_  
**Title**

## **APPENDIX 1 (Questionnaire)– PARKING SPACE DIAGRAM**

## **APPENDIX 2 (Questionnaire)**

Language to be inserted into informational materials provided to the public on programs, services and activities:

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 contact Gita George-Hatcher 48 hours before the start date of the program/service/activity at (509) 625-7083, 808 W. Spokane Falls Blvd., Spokane WA, 99201, or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Steinolfson at (509) 625-6903 through the Washington Relay Service at 7-1-1.

**APPENDIX B (TRANSITION PLAN)**  
**CITY OF SPOKANE POLICY ON THE AMERICANS WITH**  
**DISABILITIES ACT/SECTION 504 OF THE REHABILITATION**  
**ACT OF 1973**



RECEIVED  
*June 4, 2013*  
CITY CLERK'S OFFICE  
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0620-13-64 LGL 2013-0014
TITLE: <b>AMERICANS WITH DISABILITY ACT / SECTION 504 OF THE REHABILITATION ACT OF 1973</b> EFFECTIVE DATE: April 1, 1985 REVISION EFFECTIVE DATE: July 3, 2013	

#### 1.0 GENERAL

- 1.1 The purpose of this policy is to reaffirm the City of Spokane's policy and practice that physical facilities, programs, services and activities of the City of Spokane government are accessible to members of the public, including qualified individuals with disabilities.

#### 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

- 2.1 American With Disabilities Act (ADA) - All City divisions and departments.
- 2.2 Section 504 of the Rehabilitation Act of 1973 – City departments receiving funding for specified programs, services and activities.
- 2.3 The provisions of this policy do not supersede the provisions of any collective bargaining agreements or Civil Service rules, and when in conflict, the specific terms and conditions of the collective bargaining agreement or Civil Service rules will prevail.

#### 3.0 REFERENCES

Americans with Disabilities Act of 1990 as amended (ADA)  
Section 504 of the Rehabilitation Act of 1973, as amended,  
Chapters 2.42, 49.60 and 70.84 of the Revised Code of Washington (RCW)  
Washington State Building Code: International Building Code as adopted by the  
City of Spokane

Regulations promulgated under Section 504 include those by the U.S. Departments of Agriculture (7 CFR 15.3), Education (34 CFR 104), Health and Human Services (45 CFR 84), Justice (28 CFR 41 and 42), Interior (43 CFR 17), Housing and Urban Development (24 CFR 8), Labor 29 CFR 32), and Transportation (49 CFR 27) implementing the ADA and Section 504 Requirements

Regulations promulgated by Washington State agencies implementing state disability non-discrimination laws

#### 4.0 DEFINITIONS

- 4.1 "Barrier-free design" means design that gives users the opportunity for movement without restriction. By using principles of barrier-free design, people with disabilities will be able to participate fully and avail themselves equally of the opportunities to benefit from City programs and services.
- 4.2 "City" means the City of Spokane, Washington.
- 4.3 "Disability Transition Plan for Physical Facilities" means a written plan which outlines identified physical barriers and a schedule of activities to remove those barriers and improve program accessibility. By definition, a transition plan must:
  - 4.3.1 Identify physical barriers that limit accessibility to City programs, activities or services;
  - 4.3.2 Outline of the methods which will be used to remove the barriers and make the facility more accessible;
  - 4.3.3 Contain the schedule for the necessary steps to achieve improved compliance; and
  - 4.3.4 Include the name of the management staff responsible for the plan's implementation.
- 4.4 "Overall Program Accessibility" means that programs as a whole be accessible to people with disabilities, and requires the City to account how the program's elements work together as a whole and how services are delivered.
- 4.5 "Qualified individual with a disability": means an individual with a disability who meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided to the public by the City, with or without reasonable modifications to rules, policies, or practices, the removal of architectural or communication barriers, or the provision of auxiliary aids and services (Section 504 of the Rehabilitation



Act of 1973, as amended, 42 U.S.C. Section 12131 et seq., 28 CFR part 35, the Americans with Disabilities Act of 1990, and RCW 49.60).

- 4.6 "Reasonable accommodation" means an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwellings, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats.
- 4.7 "Self-evaluation" means the evaluation of policies, practices, and physical facilities to identify potential barriers to accessibility and corrective actions to reduce or eliminate those barriers.
- 4.8 "Service Animal" means an animal that is individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks.
- 4.9 "Usability" means that within facilities constructed prior to the passage of the ADA, some architectural elements may not meet current codes and requirements for accessibility. If a barrier to access by people with disabilities does not result, the facility is usable and complies with this policy. In other cases, though requirements of the applicable laws, codes, and regulations have been met, a barrier may exist to a qualified individual with a disability. In such cases, it may be necessary to modify the element in the facility to make the facility usable by qualified individuals with disabilities providing that such change and/or alteration does not result in an undue financial burden.

## 5.0 POLICY

- 5.1 In accordance with Title II of the ADA and its implementing regulations, Section 504, WAC 51-50 and RCW 49.60 (collectively called the "disability non-discrimination laws"), no qualified individual with a disability shall, on the basis of such a disability, be subjected to discrimination or be excluded from participation in, or denied the benefits of the services, programs, activities or physical facilities which the City of Spokane provides to the public.
- 5.2 City departments shall comply with the provisions of the disability nondiscrimination laws regarding access to applicable programs, activities, services, and physical facilities.

- 5.3 To the extent possible, City departments will ensure that physical facilities are usable by qualified individuals with disabilities. Where physical facilities cannot be made usable, overall program accessibility must be ensured.
- 5.4 Physical facilities owned by the City shall comply with the applicable regulations on barrier-free design and physical accessibility.
- 5.5 The construction and renovation of City facilities shall comply with applicable regulations on barrier-free design and physical accessibility.
- 5.6 Public meetings will be held at accessible locations and in such a manner that qualified people with disabilities are able to participate fully.
- 5.7 Qualified people with disabilities shall not be discriminated against in participation on boards, commissions, or on advisory and planning committees.
- 5.8 All City offices and programs shall be accessible to users of TTYs (teletypewriters), either by having a TTY to provide direct TTY access or by using the Washington Relay Service.
- 5.9 Individuals with disabilities accompanied by service animals will be afforded access to all City facilities, programs, services, and activities as are open to other members of the public, unless the service animal's presence or behavior creates a fundamental alteration to the program or service being provided or presents a direct threat to safety. In addition, as a matter of policy, not compliance, the City will afford access to individuals, with or without a disability, accompanied by service animals-in-training. Individuals and their accompanying service animals-in-training will be subject to the conditions and limitations established by law and applicable to individuals with disabilities and their service animals.
- 5.10 Upon advance request, reasonable steps will be taken to furnish appropriate auxiliary aids and services (e.g., assistive listening devices, sign language interpreters, Braille) to afford a qualified individual with a disability an equal opportunity to participate in and enjoy the benefits of the services, programs, activities, and physical facilities provided to the public by the City. Primary consideration will be given to the requests of the qualified individual with a disability unless another equally effective accommodation is available, or the use of the means requested would result in a fundamental alteration of the service, program, and activity or in undue financial or administrative burden.
- 5.11 All City contractors, except contractors providing tangible goods, shall comply with Section 504/ADA Disability Assurance of Compliance, unless an accessibility waiver is obtained.























## Briefing Paper

### FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Additional Personnel Holiday Hours Report
<b>Date:</b>	7-19-2021
<b>Contact (email &amp; phone):</b>	Meghann Steinolfson, <a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a> , 509-625-6903
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:

Staff reviewed both the operational and budgetary impacts prior to the Mayor offering this one-time “thank you.” It was determined that any operational impacts would be minimal, if at all. All services provided to the public continue as intended. Additionally, there is no measurable budgetary impact projected as the personal holiday time cannot be carried over or exchanged for cash compensation. Although there is the chance that some employees will use the additional personal holiday hours in lieu of vacation hours, which can be carried over and have a dollar value, additionally accrued vacation hours are not separately budgeted.

Executive Summary:

In recognition of the work performed by employees during the pandemic, Mayor Woodward offered all non-public safety employees an additional 16 hours of personal leave to be used during 2021. The first 8 hours of the additional personal leave was to be used on July 2nd by those employees that were not required to be at work. Employees that were required to work on July 2nd, such as Fleet staff, will be allowed to take personal time on an alternative day of their choice.

Budget Impact:

TOTAL COST:

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

Annual/Reoccurring expenditure?   ☐ Yes   ☒ No   ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?   ☒ Yes   ☐ No   ☐ N/A

Requires change in current operations/policy?   ☐ Yes   ☒ No   ☐ N/A

Specify changes required:

Known challenges/barriers:

# Memo

**To:** Members of City Council  
**From:** Tonya Wallace, CFO  
**Cc:** Mayor Woodward  
Johnnie Perkins, City Administrator  
**Date:** July 8, 2021  
**Re:** 2021 Additional Personal Holiday Hours

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In recognition of the work performed by employees during the pandemic, Mayor Woodward offered all non-public safety employees an additional 16 hours of personal leave to be used during 2021. The first 8 hours of the additional personal leave was to be used on July 2<sup>nd</sup> by those employees that were not required to be at work. Employees that were required to work on July 2<sup>nd</sup>, such as Fleet staff, will be allowed to take personal time on an alternative day of their choice.

Staff reviewed both the operational and budgetary impacts prior to the Mayor offering this one-time “thank you.” It was determined that any operational impacts would be minimal, if at all. All services provided to the public continue as intended. Additionally, there is no measurable budgetary impact projected as the personal holiday time cannot be carried over or exchanged for cash compensation. Although there is the chance that some employees will use the additional personal holiday hours in lieu of vacation hours, which can be carried over and have a dollar value, additionally accrued vacation hours are not separately budgeted.

Directors continue to be expected to manage staffing schedules to provide necessary services and contain all costs within their authorized budget. The MOU's with the affected labor groups prohibit the backfilling of positions with overtime specific to this action.

# Memorandum



**To:** Tonya Wallace, CFO City of Spokane

**CC:** John Dickson, Spokane County COO

Dan Sigler, Pioneer Human Services Easton WA Director

**From:** Ariane Schmidt, Integrate Technology LLC

**Date:** 7/22/21

**Re:** Update on the Spokane Regional Stabilization Center (working title to date has been Mental Health Crisis Stabilization Facility – MHCSF)

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**Request:** Inform Spokane City County on project update

**Background:** The primary vision of the Spokane Regional Stabilization Center (SRSC) (note - working title for the project Mental Health Crisis Stabilization Facility (MHCSF) is to: Prevent and reduce chronic recidivism and unnecessary involvement in the criminal justice and emergency medical systems and promote recovery for persons with disabling mental illness and substance use disorders (SUDs) by implementing a mental health crisis stabilization center for providing medically necessary behavioral health treatment and subsequent transition to the continuum of reentry care for recommended behavioral health treatment, housing, employment, and case management services. This multi-year regional project will open Fall 2021. In addition to an overview of the construction completion at the facility site, an update will be shared to the final ongoing M&O model construct.



**P I O N E E R**  
**HUMAN SERVICES**  
**A CHANCE FOR CHANGE**

Spokane Regional Stabilization Center  
(working title MHCSF)  
08/10/21

Readiness  
Update



# Purpose - Individual and System Impacts

Impact	Outcome Metric
Diversion	Voluntary option for individuals in contact with First Responders in need of Mental Health (MH) Crisis treatment and/or Substance Use Disorder (SUD) Withdrawal Management (drugs and/or alcohol)
Reduce Recidivism	Significant decrease in the rate of recidivism for patients, primarily in number of First Responder contacts
Address Inefficiencies in Re-Entry	100% of patents referred to appropriate level of care
Reduced ER/ED Utilization	Number of people in contact with First Responders needing SUD and/or MH Crisis treatment diverted from the ER/ED
Increased Enrollment for Eligible Individuals for Medicaid	Ensure reenrollment for eligible patients

# Location - 1302 W Gardner Ave

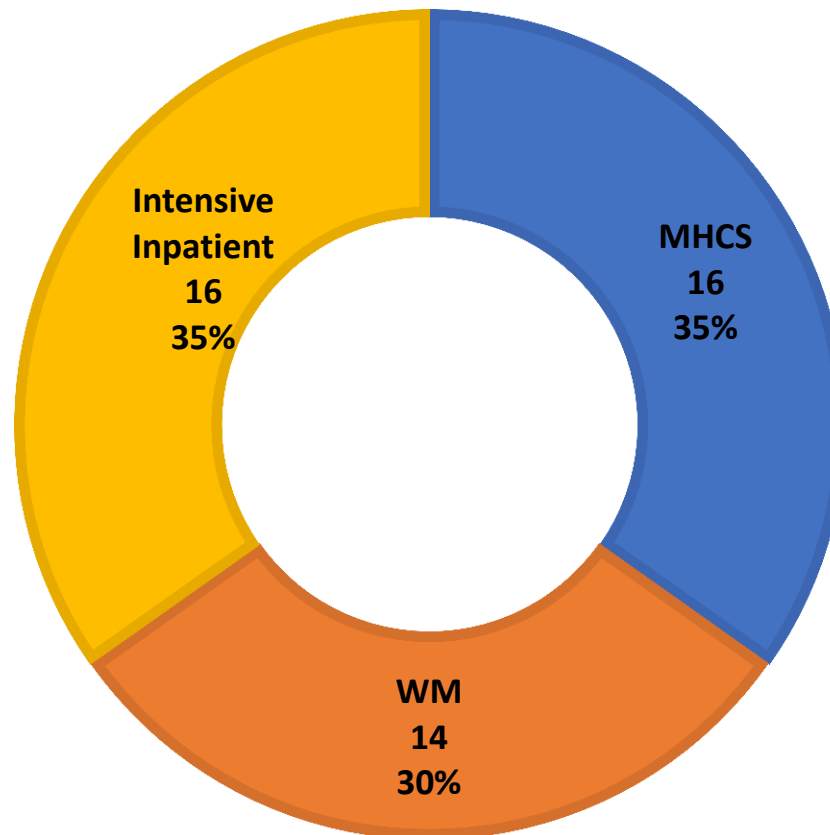


# Location- 1302 W Gardner Ave



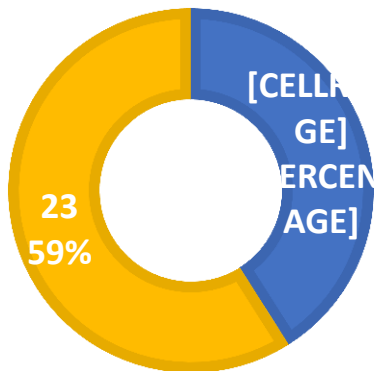
# Operating Model – Service Areas

■ MHCS ■ WM ■ Intensive Inpatient



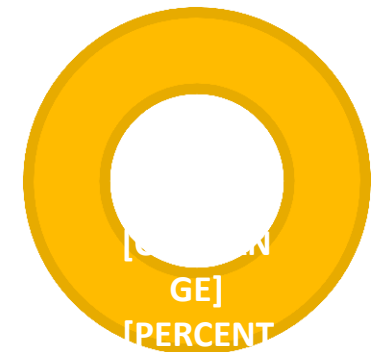
## KING COUNTY

■ MHCS ■ Diversion

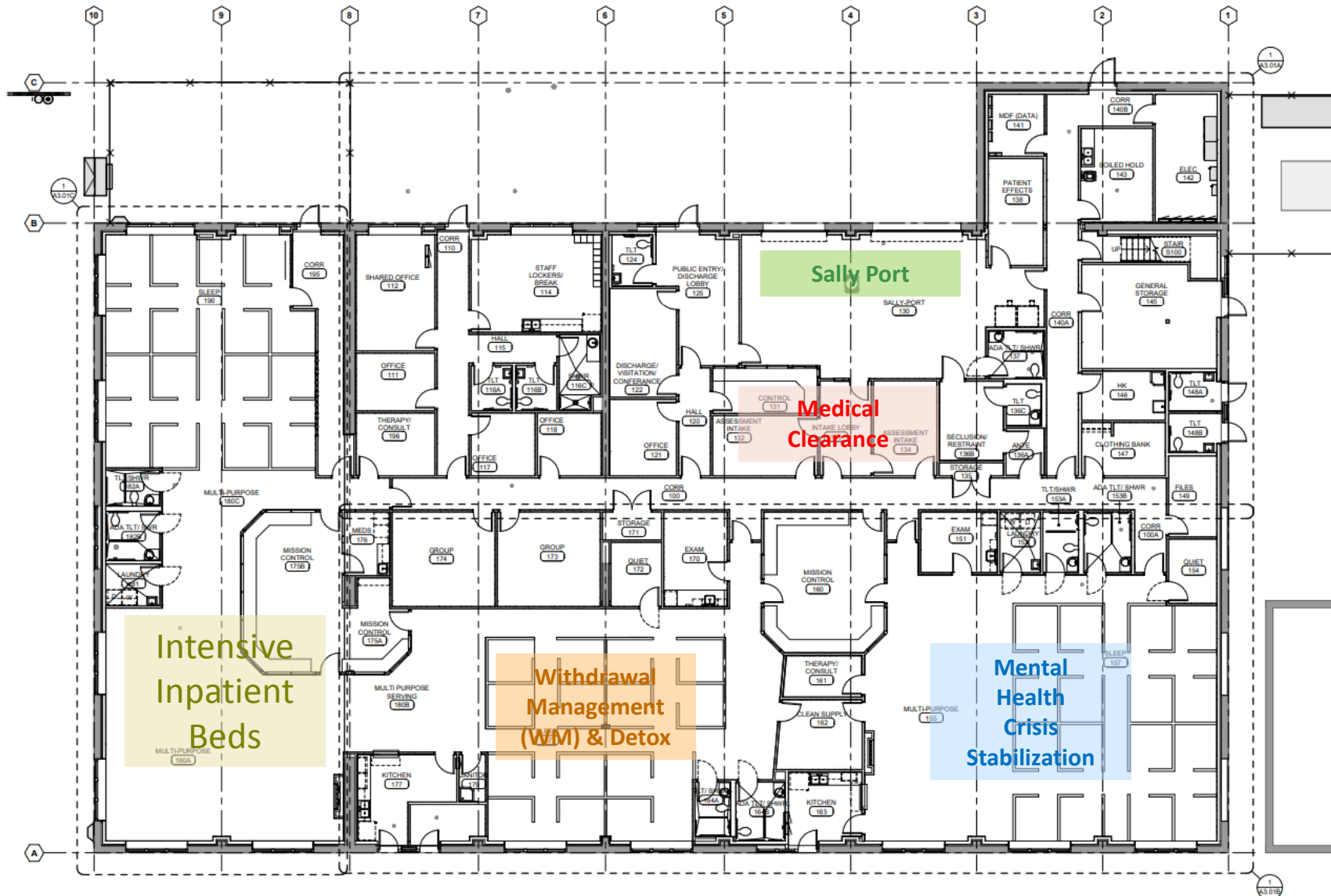


## SNOHOMISH COUNTY

■ Diversion



# Design- Floor Plan





# Interior – Architect Concept



MULTI-PURPOSE



# Interior – Actual (July 2021)



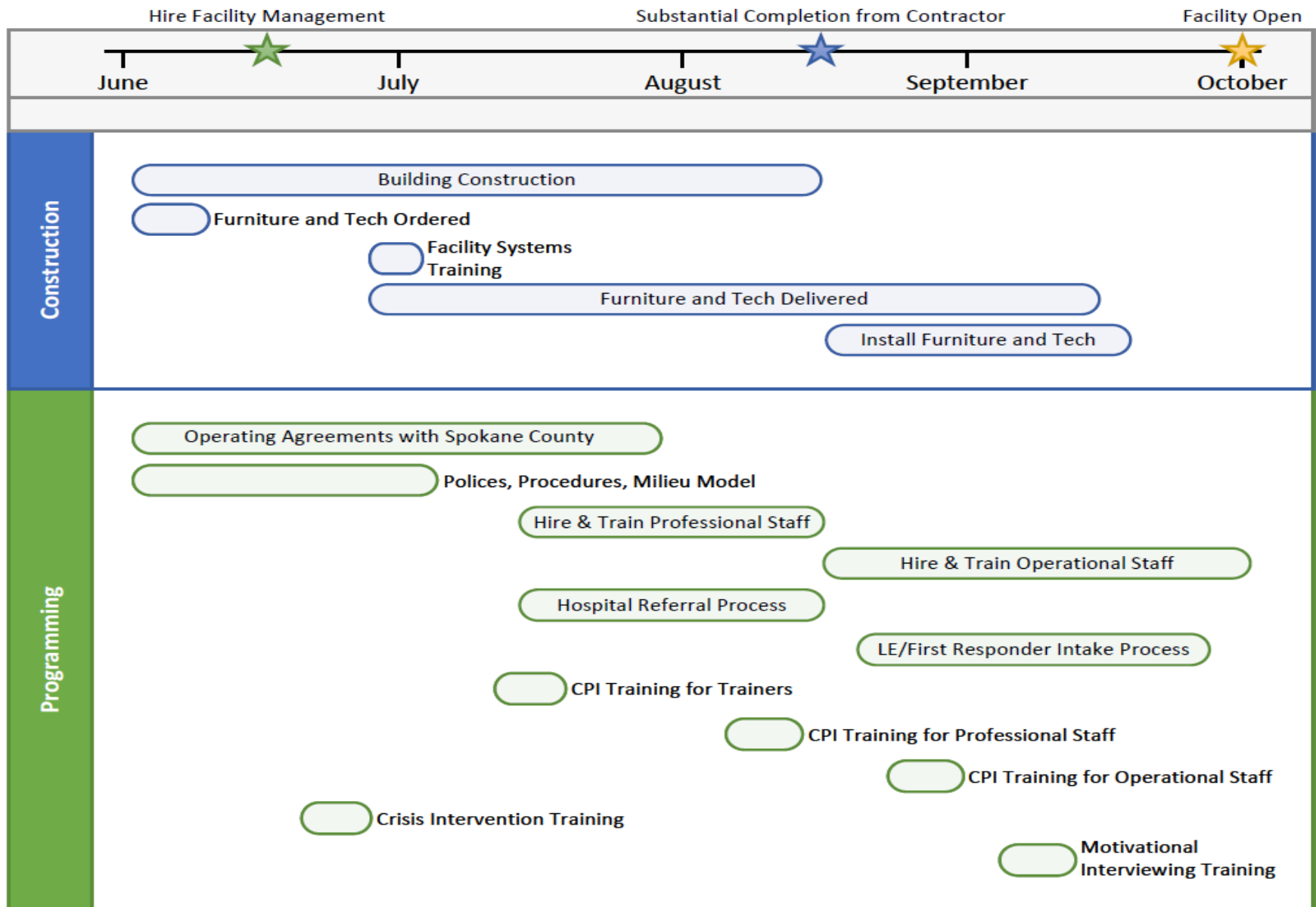
## Sleeping Area

\*Example from  
Bremerton

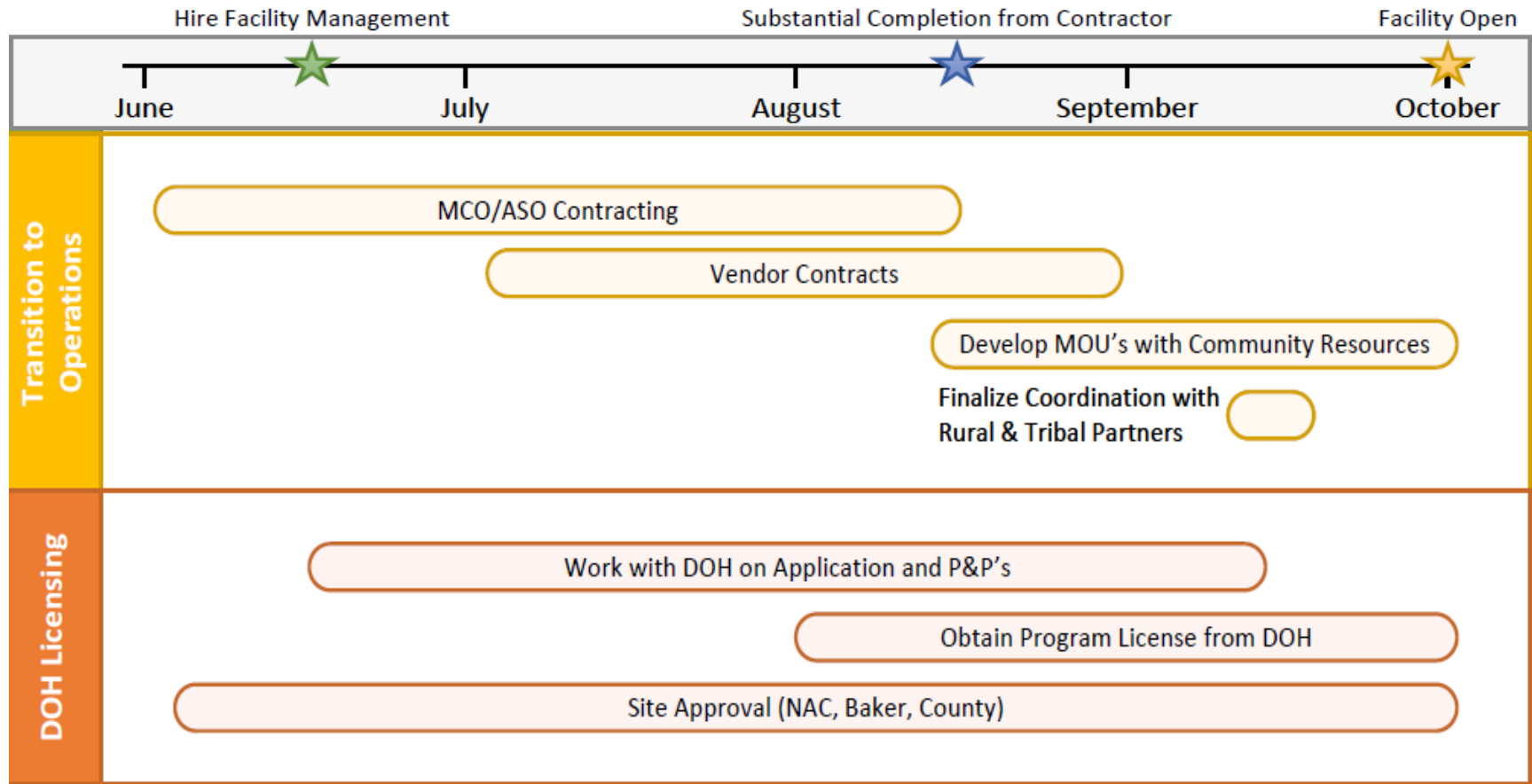




# Estimated Timeline



# Estimated Timeline



# You're Invited! – September 13, 2021

## RIBBON CUTTING CEREMONY

### Date

September 13, 2021

### Time

2:30pm – 3:30 pm

### Guest Speakers Include:

Spokane County Commissioners  
Mayor Nadine Woodward  
Pioneer Human Services  
Spokane Regional Law Enforcement  
Better Health Together

### Location

Spokane Regional Stabilization Center  
1302 West Gardner Ave  
Spokane, WA 99201



PIONEER  
HUMAN SERVICES

A CHANCE FOR CHANGE

Spokane Regional Stabilization Center



### In Partnership with...

Washington State  
Health Care Authority

better  
health together

Washington State  
Department of  
Commerce



NAC



Spokane Valley

BAKER  
CONSTRUCTION  
& DEVELOPMENT, INC.

PROVIDENCE  
Health & Services

MultiCare



Washington State  
Department of Social  
& Health Services

The Event will be streamed live from Facebook & Spokane City Channel 5

# Discussion Questions

- **Population Management (Milieu) Model**
- **Operating Contracts**
  - Use Occupancy Agreement (with Spokane County)
  - Operating Contract (with Spokane County)
    - No Additional Interlocal Agreements (ILAs)
    - Yearly Approved Budget & Funding Model – MCO's and other sources
- **Construction**
  - Budget vs Actual
  - No Debt

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Take-Home Vehicle Report
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Tonya Wallace, <a href="mailto:twallace@spokanecity.org">twallace@spokanecity.org</a> , x6845
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Executive Summary:</u>  <p>Various departments within the City of Spokane have a need for some employees to take home City-owned vehicles. This report provides a list of those departments and the number of vehicles within each department that are being utilized in this manner.</p>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Tonya Wallace  
**Date:** August 16, 2021  
**Re:** Take-Home Vehicles for the City of Spokane

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**Request:** This report is being presented to inform the City Council about the number of City-owned vehicles being utilized as take-home vehicles throughout various City departments and how the City tracks these vehicles.

**Background:** Beginning June 2021, all departments, except for the Fire and Police departments, track take-home equipment and vehicles in PeopleSoft. Previously, equipment, primarily laptops, and vehicles were tracked manually in the individual departments. However, to enhance and standardize the administration of take-home assets, the Finance Division, Human Resource Department, and IT Division developed a tool in PeopleSoft to track, manage, and audit these assets. The new electronic tracking tool was tested and went live in May 2021. Employees were asked to enter relevant information by June 30, 2021. An internal audit is scheduled for later this year.

The Fire and Police departments each have a management plan for take-home vehicles due to the nature of their work. MOU's are in place to guide the use of take-home vehicles.



# Take-Home Vehicles

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City of Spokane

Finance & Administration Committee

August 16, 2021

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Department	# of Vehicles
Fire	16
Police	231
Engineering Services	3
Code Enforcement	1
Total	251

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# Fire Department

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- Number of take-home vehicles: 16
- Chief Stockdill manages spreadsheet containing vehicle VINs and Departments #s for whom the vehicles are assigned.
- Vehicles are assigned by position/title instead of to a specific person due to people moving around.

# Police Department

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- Number of take-home vehicles: 231
- The Fleet Tracker in SharePoint is used to manage vehicle information.

# Other City Departments

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- This includes all City departments minus Fire and Police.
- Number of take-home vehicles
  - Engineering: 3
  - Code Enforcement: 1
- Employees enter take-home vehicle information directly into PeopleSoft & complete a “Take-Home Vehicle Assignment Authorization Request”.
- This data can be accessed through a query within the system.



## APPARATUS

[illegible]

## APPARATUS

[illegible]

Status	Assignment Type	City Number	Division
Available	Single User	421009	Admin
Available	Single User	421015	Admin
In Use	Single User	422466	Fleet
Out of Service - Garage	Single User	424025	Patrol
Out of Service - Garage	Single User	424920	Patrol
Available	Single User	424922	Patrol
In Use	Single User	424933	Investigations
Available	Single User	426544	SVU
In Use	Single User	426546	SWAT
In Use	Single User	426797	Patrol
Available	Single User	426998	Admin
Available	Single User	426999	Academy
Available	Single User	427087	Patrol
Available	Single User	427088	Patrol
Available	Single User	427101	Patrol
In Use	Single User	427105	Patrol
In Use	Single User	427111	Patrol
Available	Single User	427136	Academy
In Use	Single User	427340	Patrol;#SWAT
In Use	Single User	427384	Patrol;#SWAT
In Use	Single User	427387	Patrol
In Use	Single User	427536	Investigations
Available	Single User	427538	Investigations
Available	Single User	427539	Investigations
Out of Service - Garage	Single User	427574	Patrol;#TAC
Available	Single User	427575	Patrol
In Use	Single User	427576	Patrol
Available	Single User	427629	Patrol;#TAC
Available	Single User	427668	Patrol;#DIG
Available	Single User	427810	Investigations
Available	Single User	427811	Academy
Available	Single User	427812	Academy
Available	Single User	427813	Investigations
In Use	Single User	427814	Investigations
In Use	Single User	427815	Investigations
Available	Single User	427816	Chaplin
In Use	Single User	427817	Investigations
In Use	Single User	427818	Admin
In Use	Single User	427819	Admin;#Volunteer Services;#Inves
In Use	Single User	427820	Investigations
Available	Single User	427821	Investigations
In Use	Single User	427827	Patrol;#NRO
Available	Single User	427829	Patrol;#NRO
Out of Service - Garage	Single User	427895	Patrol
In Use	Single User	427897	Patrol;#NRO
Available	Single User	427899	Patrol;#TAC

Available	Single User	427907 Patrol
Available	Single User	427908 Patrol
Available	Single User	427911 Patrol
In Use	Single User	427912 Patrol
Available	Single User	427913 Admin
Available	Single User	427981 Investigations
Available	Single User	428095 Academy
Available	Single User	428096 Patrol;#DV
In Use	Single User	428097 Investigations
In Use	Single User	428100 Patrol
In Use	Single User	428101 Patrol;#NRO
Available	Single User	428103 Patrol
In Use	Single User	428104 Patrol;#NRO
In Use	Single User	428105 Patrol;#NRO
Out of Service - Garage	Single User	428106 Patrol
In Use	Single User	428108 Admin;#DIG;#HNT
Available	Single User	428111 Admin;#Investigations;#Volunteer
In Use	Single User	428112 Investigations
Available	Single User	428113 Investigations
In Use	Single User	428114 Admin
In Use	Single User	428268 Patrol;#SWAT
Available	Single User	428269 Patrol;#SWAT
Available	Single User	428270 Traffic
In Use	Single User	428271 Patrol;#DRE
In Use	Single User	428273 Patrol;#SWAT
In Use	Single User	428276 Patrol;#NRO
In Use	Single User	428279 Patrol
In Use	Single User	428280 Patrol;#K9
Out of Service - Garage	Single User	428283 Patrol;#NRO
Available	Single User	428284 Patrol;#BHU
In Use	Single User	428285 Patrol;#NRO
In Use	Single User	428294 Investigations
Available	Single User	428295 Patrol;#NRO
Available	Single User	428311 Admin
Available	Single User	428312 Admin
In Use	Single User	428313 Investigations
In Use	Single User	428326 EDU
Available	Single User	428348 Admin
Available	Single User	428350 Patrol;#K9
Available	Single User	428352 Patrol;#HNT
Available	Single User	428353 Patrol;#BHU
In Use	Single User	428355 Patrol
In Use	Single User	428356 Patrol;#NRO
In Use	Single User	428357 Patrol;#SWAT
In Use	Single User	428358 Patrol
In Use	Single User	428359 Patrol;#SWAT
In Use	Single User	428360 Patrol

Available	Single User	428361 Patrol;#NRO
Available	Single User	428382 Admin
Out of Service - Garage	Single User	428384 Traffic
Available	Single User	428386 Investigations
In Use	Single User	428387 Admin;#Investigations
Available	Single User	428388 Investigations
In Use	Single User	428389 Investigations
In Use	Single User	428390 Investigations
In Use	Single User	428391 Investigations
Available	Single User	428392 Investigations
In Use	Single User	428393 Investigations
In Use	Single User	428394 Investigations
In Use	Single User	428395 Investigations
In Use	Single User	428402 Investigations
Available	Single User	428404 Investigations
Available	Single User	428463 Patrol;#SWAT
In Use	Single User	428480 Investigations
In Use	Single User	428492 TAC;#Patrol;#NRO
In Use	Single User	428500 Patrol;#HNT
In Use	Single User	428501 Patrol
Available	Single User	428502 Patrol;#PACT
In Use	Single User	428503 Patrol;#NRO
In Use	Single User	428506 Patrol;#EDU
Available	Single User	428508 Patrol;#HNT
In Use	Single User	428509 Patrol;#SWAT
In Use	Single User	428510 Patrol;#NRO
Available	Single User	428511 SWAT;#Patrol
In Use	Single User	428512 Patrol
In Use	Single User	428513 Patrol
Available	Single User	428514 SWAT;#Patrol
Available	Single User	428515 PACT;#Patrol
Available	Single User	428523 Patrol;#K9
Available	Single User	428525 Patrol;#TAC
In Use	Single User	428526 Patrol
In Use	Single User	428527 Patrol
Available	Single User	428528 SWAT;#Patrol
Available	Single User	428529 Patrol
In Use	Single User	428530 Patrol;#SWAT
Available	Single User	428531 Patrol;#SWAT
In Use	Single User	428532 Patrol;#TAC
In Use	Single User	428570 Investigations
Available	Single User	428572 Investigations
Out of Service - Garage	Single User	428575 Investigations
Available	Single User	428576 Investigations
Available	Single User	428581 Investigations
Available	Single User	428582 Patrol;#NRO
In Use	Single User	428583 Patrol;#CO



Available	Single User	428584 Patrol;#NRO
Available	Single User	428585 Traffic
In Use	Single User	428586 Patrol;#NRO
Available	Single User	428587 Patrol;#NRO
In Use	Single User	428588 Patrol
Out of Service - Garage	Single User	428589 Patrol
In Use	Single User	428590 Patrol;#SWAT
In Use	Single User	428591 Patrol
Out of Service - Garage	Single User	428592 Patrol;#NRO
Available	Single User	428593 Patrol
In Use	Single User	428594 Patrol;#SWAT
In Use	Single User	428595 Patrol
Out of Service - Wendle	Single User	428597 Patrol;#SWAT
In Use	Single User	428598 Patrol;#NRO
In Use	Single User	428599 Patrol;#NRO
In Use	Single User	428600 Traffic
Available	Single User	428601 Patrol;#DV
In Use	Single User	428602 Admin
Available	Single User	428605 Patrol
Available	Single User	428606 Patrol
Available	Single User	428607 Admin
Available	Single User	428608 Patrol;#K9
Available	Single User	428609 K9;#Patrol
Available	Single User	428610 Admin
In Use	Single User	428611 Traffic
In Use	Single User	428636 Investigations
In Use	Single User	428637 Investigations
Available	Single User	428642 Patrol;#PACT
In Use	Single User	428712 Traffic
In Use	Single User	428713 Traffic
In Use	Single User	428714 Patrol;#Special Events
In Use	Single User	428715 Investigations
Available	Single User	428716 Patrol;#NRO
Available	Single User	428717 SWAT
Available	Single User	428718 Traffic
In Use	Single User	428719 Investigations
Available	Single User	428720 Patrol;#DV
In Use	Single User	428721 Patrol;#NRO
Available	Single User	428722 Patrol;#DV
Available	Single User	428723 Academy
In Use	Single User	428726 Investigations
In Use	Single User	428727 Investigations
In Use	Single User	428728 Investigations
In Use	Single User	428729 Investigations
Available	Single User	428730 Investigations
In Use	Single User	428731 Investigations
In Use	Single User	428732 Investigations

In Use	Single User	428735 Investigations
Available	Single User	428736 Investigations
In Use	Single User	428737 Investigations
Available	Single User	428738 Investigations
Available	Single User	428740 Traffic
In Use	Single User	428786 Patrol;#DRE
Available	Single User	428787 Traffic
In Use	Single User	428788 Patrol;#BHU
In Use	Single User	428789 Traffic
Available	Single User	428804 PACT
Available	Single User	428805 Patrol;#SWAT
In Use	Single User	428806 Patrol;#TAC
In Use	Single User	428807 Investigations
In Use	Single User	428817 Investigations
In Use	Single User	428852 Investigations
Available	Single User	428863 Patrol;#BHU
Out of Service - Garage	Single User	428867 Patrol;#CO
Available	Single User	428875 Patrol;#NRO
Available	Single User	428876 Patrol
Available	Single User	428877 Patrol;#NRO
Available	Single User	428878 Patrol;#NRO
In Use	Single User	428879 Patrol
Out of Service - Wendle	Single User	428880 Admin
In Use	Single User	428881 Patrol;#NRO
Available	Single User	428882 Investigations
In Use	Single User	428883 Investigations
In Use	Single User	428884 Investigations
Available	Single User	428885 Investigations
Available	Single User	428894 PACT;#Patrol
Available	Single User	428896 Investigations
Available	Single User	428897 PACT;#Patrol
In Use	Single User	428898 Investigations
Available	Single User	428910 Investigations
Available	Single User	428917 CO;#Admin
Available	Single User	428941 Admin
Available	Single User	428942 Academy
In Use	Single User	428947 Patrol;#HNT
Available	Single User	428952 Patrol;#PACT
Available	Single User	428953 Patrol;#K9
In Use	Single User	428954 Patrol;#K9
Available	Single User	429016 Investigations
In Use	Single User	429017 Investigations
Available	Single User	429018 Investigations
Available	Single User	429021 Patrol

Vehicle Type	License Plate	Operator	Year	Make
Van	21044D	Fitzgerald, Orin;#76	1996	Ford
Auto	21042D	McDonald, Sean;#45	1997	Ford
Pickup Truck	25454D A52976C	Smith, Daniel;#501	1995	Chevrolet
Auto	32877D/235NQW	Winters, Trevor;#114	2002	Ford
Auto	35865D	Maplethorpe, Benjamin;#210	2003	Ford
Auto	35882D	Huffman, Michael;#453	2003	Ford
Pickup Truck	48430D	Golladay, Erik;#279	2008	Ford
Pickup Truck	39254D B34408A	Cestnik, Brian;#147	2002	Ford
Utility	39267D	Kernkamp, Jay;#176	2006	Chevrolet
Auto	43077D	Daddato, David;#231	2007	Ford
Auto	40274D	Seidel, Christopher;#23	2008	Chevrolet
Auto	40273D	Perry, Steven;#156	2008	Chevrolet
Auto	48423D	Cole, Daniel A.;#301	2008	Ford
Auto	48415D	Skay, Ryan;#232	2008	Ford
Auto	48419D	Tyler, John;#82	2008	Ford
Auto	48404D	Rogan, Gregory;#112	2008	Ford
Auto	48418D	Collins, Robert;#455	2008	Ford
Auto	47321D/710XVL	Lyons, Cory;#281	2008	Chevrolet
Utility	48436D/811YOM	Briggs, Nick;#425	2008	Chevrolet
Auto	48495D	Guzzo, Anthony;#92	2009	Ford
Auto	48498D	House, Lawrence;#305	2009	Ford
Auto	50971D/778ZUK	Thieschafer, Greg;#306	2010	Chevrolet
Auto	50969D/AAB8282	Presta, Devin;#266	2010	Chevrolet
Auto	50968D/ABB6011	Nollmeyer, Trevor;#389	2010	Chevrolet
Auto	50975D	Gonsalves, Keith;#159	2010	Ford
Auto	50976D	Razey, Kim;#367	2010	Ford
Auto	50977D	Toal, Austin;#103	2010	Ford
Utility	50943D 518ZWE	Yrigollen, Kyle;#155	2006	Ford
Utility	47383D AAB8242	Uberuaga, Jason;#189	2010	Chevrolet
Auto	53187D	Ferguson, Jordan;#181	2011	Chevrolet
Auto	53188D	Adams, David L.;#396	2011	Chevrolet
Auto	53183D	Potter, Adam;#239	2011	Chevrolet
Auto	53189D	Fairbanks, Lance;#315	2011	Chevrolet
Auto	53190D	Oliver, Janice;#131	2011	Chevrolet
Auto	53191D	Dunkin, David;#173	2011	Chevrolet
Auto	53184D	Tuter, Mickey;#460	2011	Chevrolet
Auto	53192D ANR6686	Howe, Dustin;#379	2011	Chevrolet
Auto	60732D ADK0615	Carpenter, Paul;#50	2011	Chevrolet
Auto	53193D AHN3410	Brown, Jordan;#395	2011	Chevrolet
Auto	57323D	Mason, Dion;#408	2011	Chevrolet
Auto	53195D	Mosman, Robert;#333	2011	Chevrolet
Auto	53305D	Howe, Jeremy;#285	2011	Ford
Auto	53307D	Berrow, Seth;#177	2011	Ford
Auto	53648D	Howard, Caleb;#343	2011	Ford
Auto	53650D	Spring, Brett;#95	2011	Ford
Auto	53652D	McKitrick, Kolton;#224	2011	Ford

Auto	53627D	Quarles, Darrell;#235	2011 Ford
Auto	53628D	McCollough, Jeffrey;#228	2011 Ford
Auto	53630D	Reisenauer, Chuck;#341	2011 Ford
Auto	53631D/AKC6517	Tafoya, Bryan;#126	2011 Ford
Auto	53632D	Dollard, Arthur;#293	2011 Ford
Utility	713YGX	Collins, James;#323	2009 Chevrolet
Auto	54659D	Hice, Scott;#238	2013 Ford
Auto	54660D	Laiva, Joshua;#391	2013 Ford
Auto	54666D/AOL3204	Storment, Zachary;#251	2013 Ford
Auto	54661D	Groom, Daryl;#394	2013 Ford
Auto	54662D	Phillips, Alexis;#268	2013 Ford
Auto	54664D	Matt, Joseph;#342	2013 Ford
Auto	54669D	McCasland, Michael;#335	2013 Ford
Auto	54670D	Austin, Tiffany;#267	2013 Ford
Auto	54671D	Phillips, Shane;#79	2013 Ford
Auto	54673D/BBS8840	Anderson, Stephen W.;#345	2013 Ford
Auto	54676D	Piatt, Kevin;#652	2013 Chevrolet
Auto	54677D/AMC9412/AFX0071	Roberge, Michael;#286	2013 Chevrolet
Auto	54675D/AFX0071	Bishop, Elina;#143	2013 Chevrolet
Auto	54674D	MacConnell, Jacqui;#46	2013 Chevrolet
Utility	57354D	Lynch, Brandon;#412	2014 Ford
Utility	57355D	Baldwin, Eugene;#327	2014 Ford
Utility	57356D	Workman, William;#388	2014 Ford
Utility	57357D	Yen, John;#106	2014 Ford
Utility	57359D	Riggles, Robert;#424	2014 Ford
Utility	57362D	Griffiths, Mark;#359	2014 Ford
Utility	57365D	Brownlee, Todd;#348	2014 Ford
Utility	57345D	Buchmann, Paul;#393	2014 Ford
Utility	57351D	Storch, Deanna;#183	2014 Ford
Utility	57352D	Strassenberg, Daniel;#219	2014 Ford
Utility	57353D	Cler, Keith;#149	2014 Ford
Utility	57343D/APD9808	Teigen, Troy;#68	2014 Ford
Utility	57344D/APF8908	Arleth, Brad;#59	2014 Ford
Utility	57337D/AOV1316	Snider, Ryan;#48	2014 Chevrolet
Utility	57338D/ANR6695	Olsen, Eric;#71	2014 Chevrolet
Utility	57339D	Stevens, Barton;#287	2014 Chevrolet
Pickup Truck	57325D/91513	Dashiell, Robbie;#165	2013 Ford
Utility	58271D/ATL1819	Meidl, Craig;#22	2015 Ford
Utility	58273D	Spiering, Nathan;#188	2015 Ford
Utility	58277D	Kerns, Jennifer;#329	2015 Ford
Utility	58278D OR sneaker plate ATL1828	Plunkett, Richie;#321	2015 Ford
Utility	58280D	Smith, Ryan;#236	2015 Ford
Utility	58406D	Marquez, Timothy;#214	2015 Ford
Utility	58407D	Donaldson, Nathan;#427	2015 Ford
Utility	58408D/AUTO094	Boothe, Rob;#83	2015 Ford
Utility	58411D	Valencia, Andres;#225	2015 Ford
Utility	58413D	Wheeler, Sean;#170	2015 Ford

Utility	58412D	Schwering, Tim;#296	2015 Ford
Pickup Truck	58459D	Raleigh, Erin;#49	2015 Ford
Utility	58437D	Fuller, Teresa;#355	2015 Chevrolet
Auto	58439D	Curtis, Jason M.;#354	2015 Chevrolet
Auto	58440D	Stewart, James;#227	2015 Chevrolet
Auto	58443D	Eckersley, David;#398	2015 Chevrolet
Auto	58444D	Harvey, Jeff;#313	2015 Chevrolet
Auto	58449D	Snider, Ty;#308	2015 Chevrolet
Auto	58450D	Cedeno, Julian;#413	2015 Chevrolet
Auto	58451D	Turman, Corey;#399	2015 Chevrolet
Auto	58452D	Erickson, James;#139	2015 Chevrolet
Auto	58453D	Lesser, Randy;#376	2015 Chevrolet
Auto	58454D	Golladay, Erik;#279	2015 Chevrolet
Auto	58418D AGL273	Kakuda, Blaine;#247	2012 Toyota
Utility	58417D	Palmer, Bruce;#290	2008 Nissan
Utility	60718D	Preuninger, Terry;#153	2016 Chevrolet
Pickup Truck	58460D	Lundgren, Nicholas;#87	2012 GMC
Pickup Truck	58494D	Hamilton, Craig;#86	2007 Toyota
Utility	61550D	Kirn, Christopher;#145	2015 Ford
Utility	61542D	Thompson, Greg;#209	2015 Ford
Auto	60736D	LeQuire, Christopher;#426	2016 Ford
Utility	61533D	Mongan, Kelly;#171	2015 Ford
Utility	61553D	Bryer, Toby;#339	2015 Ford
Utility	61543D	Kernkamp, Michele;#358	2015 Ford
Utility	61554D	Gobble, Nathanael;#423	2015 Ford
Utility	61535D	Paine, Arthur;#259	2015 Ford
Utility	61555D	Burch, Eric;#548	2015 Ford
Utility	61536D	Walker, Kelsey A.;#190	2015 Ford
Utility	61544D	Honaker, Kristopher R;#172	2015 Ford
Utility	61537D	Harvey, Dale;#428	2015 Ford
Auto	60719D	Vigesaa, Kurt;#81	2015 Dodge
Utility	61557D	Blankenstein, Brian;#191	2016 Chevrolet
Utility	61559D	Wilkinson, Rhian;#316	2016 Chevrolet
Utility	61560D	Kannberg, Eric;#113	2016 Chevrolet
Utility	61561D	Erhart, Frank;#249	2016 Chevrolet
Utility	61562D	Pavlishak, Charles;#295	2016 Chevrolet
Utility	61563D	Cordis, Tyler;#369	2016 Chevrolet
Utility	61564D	McVay, Jeremy;#270	2016 Chevrolet
Utility	61565D	Russo, Michael;#363	2016 Chevrolet
Utility	61576D	Reynolds, Jason;#302	2016 Chevrolet
Auto	61541D	Willard, John;#409	2012 Toyota
Pickup Truck	61549D	Barrington, Jeff;#151	2012 Dodge
Utility	61579D	Ross, Amy;#400	2014 Jeep
Utility	61578D	Strosahl, Douglas;#263	2012 Jeep
Auto	61584D	Fausti, Joseph;#107	2015 Ford
Auto	63218D	Prim, Micah;#16	2016 Ford
Auto	63219D	Schneider, Michael;#192	2016 Ford

Auto	63220D	Dotson, Joseph;#289	2016 Ford
Auto	63221D	Breese, Matthew;#244	2016 Ford
Auto	63222D	Carroll,Vic;#168	2016 Ford
Auto	63223D	Willard, Jacob R.;#164	2016 Ford
Utility	63253D	Yamada, Isamu;#20	2017 Ford
Utility	63256D	Heiman, Tyler;#324	2017 Ford
Utility	63252D	Benesch, Christopher;#161	2017 Ford
Utility	63258D	Maguire, Shawn;#110	2017 Ford
Utility	63259D	Jones, Casey A.;#18	2017 Ford
Utility	63260D	Heuett, Kyle;#215	2017 Ford
Utility	63261D	Betts, David;#273	2017 Ford
Utility	63254D	Meyer, Richard;#356	2017 Ford
Utility	63225D	Johnson, Christopher L.;#253	2017 Ford
Utility	63226D	Phillips, Alexis;#268	2017 Ford
Utility	63227D	Dunsmoor, Joseph;#410	2017 Ford
Utility	63257D	Storch, Shaidon;#390	2017 Ford
Utility	63255D/BJE9618	Ames, Aaron;#137	2017 Ford
Utility	63272D	Richards, Dave;#361	2017 Ford
Utility	63273D	Cowles, Matthew;#121	2017 Ford
Utility	63274D	Waters, Daniel;#257	2017 Ford
Utility	63275D	Belitz, Todd;#108	2017 Ford
Utility	63276D	Gorman, Paul;#368	2017 Ford
Utility	63277D	Belitz, Todd;#108	2017 Ford
Utility	63228D	Lundgren, Justin;#371	2017 Ford
Utility	63271D	Christensen, James;#186	2017 Ford
Auto	63233D	Vandenberg, Greg;#101	2015 Nissan
Auto	61571D	Eckersley, Brian;#179	2015 Subaru
Pickup Truck	63236D/C71615J	Lesser, Scott;#352	2012 Ford
Utility	65515D/BIS0005	Moon, Bradley;#384	2018 Chevrolet
Utility	65609D	Draper, Dean;#357	2018 Chevrolet
Utility	65601D	Keller, Kevin;#320	2018 Chevrolet
Utility	65514D	Bode, Christopher;#89	2018 Chevrolet
Utility	65626D	Singley, David;#51	2018 Chevrolet
Utility	65608D / BJF5712	Austin, Brent;#160	2018 Chevrolet
Utility	65617D	Kaurin, David;#284	2017 Ford
Utility	65605D	Schneider, Michael;#192	2017 Ford
Utility	65614D	Chimienti, Samuel;#380	2017 Ford
Utility	65620D	Lesser, Christopher;#344	2017 Ford
Utility	65618D	Specht, Erick;#303	2017 Ford
Utility	65613D	Jensen, Jake D.;#73	2017 Ford
Auto	65500D	Pegram, Shawn;#311	2018 Ford
Auto	65501D	Rosenthal, Marie;#116	2018 Ford
Auto	65502D	Wendt, Craig;#378	2018 Ford
Auto	65503D	Coleman, Mylissa;#312	2018 Ford
Auto	65504D	Geren, Nicholas;#377	2018 Ford
Auto	65505D	Lebsock, Paul;#381	2018 Ford
Auto	65506D	Green, Benjamin;#136	2018 Ford

Auto	65510D	Lamanna, Anthony;#450	2018 Ford
Auto	65511D	Kirby, Aaron;#362	2018 Ford
Auto	65602D	Bishop, Derek;#353	2018 Ford
Auto	65603D	Staben, David;#252	2018 Ford
Motorcycle	2924EX	Christensen, James;#186	2016 Honda
Utility	68268D	Thomas, Mike;#204	2020 Ford
Utility	68267D	Lewis, Christopher;#386	2020 Ford
Utility	69953D	Voeller, Ronald;#334	2020 Ford
Utility	69954D	Applewhaite, Kenneth;#387	2020 Ford
Utility	65656D	Rodriguez, Juan;#360	2011 GMC
Utility	65693D	Austin, Brent;#160	2019 Chevrolet
Utility	65692D	Vaughn, Kevin;#57	2019 Chevrolet
Utility	53696D	Dahle, Zachary;#187	2017 Nissan
Utility	61586D/BNV2092	Erdman, Chan;#383	2014 Ford
Utility	68225D	Brannon, Beau;#185	2019 Chevrolet
Utility	69963D	Flynn, Stacy;#288	2020 Ford
Utility	69962D	Butler, Graig;#258	2020 Ford
Utility	68276D	Braun, Steven S.;#194	2020 Ford
Utility	68275D	Meidl, Tracie;#47	2020 Ford
Utility	68290D	Kendall, Shawn;#283	2020 Ford
Utility	68292D	Overhoff, David;#298	2020 Ford
Utility	69932D	Everly, John;#322	2020 Ford
Utility	69951D	McNab, Michael;#54	2020 Ford
Utility	69949D	Hartman, Jason;#17	2020 Ford
Utility	69950D	Hendren, Thomas;#300	2020 Ford
Pickup Truck	68240D	Downing, Wayne;#78	2019 Ford
Pickup Truck	68242D	Taylor, Paul;#195	2019 Ford
Pickup Truck	68241D	Shrier, Brian;#203	2019 Ford
Utility	68220D	Beasley, Jarod;#375	2014 Jeep
Utility	BQM8174	Grenon, David;#310	2017 Nissan
Van	65678D	Kennedy, Stephanie;#370	2018 Dodge
Auto	68244D	Brasch, Christopher;#307	2017 Subaru
Auto	BRZ239	Oien, Shane;#350	2017 Jeep
Auto	68266D	Schneider, Michael;#192	2015 Dodge
Utility Hybrid	71050D	Arnzen, Alan;#299	2020 Ford
Utility Hybrid	71049D	Wohl, Steven J.;#291	2020 Ford
Utility Hybrid	71078D	Lesser, Daniel;#248	2020 Ford
Utility Hybrid	71084D	Brooks, Winston;#242	2020 Ford
Utility Hybrid	71047D	Fabian, Brandon;#392	2020 Ford
Utility Hybrid	71048D	Stone, David;#122	2020 Ford
Utility		Taylor, Lydia;#140	2017 Chevrolet
	40235D	Carr, Stacey;#256	2016 Subaru
Utility	BSL1073	Kakuda, Blaine;#247	2016 Nissan
Auto		McMurtrey, Christopher;#317	2017 Honda

Model	License Date	VIN Number	Last Primary Meter Date
WINDSTAR		2FTDA5445TBA10468	
ESCORT		1FALP13P6VW266754	
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SUBURBAN		1GNFK16Z26J178440	
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IMPALA		2G1WF5EK0B1183545	
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IMPALA		2G1WF5EK4B1189283	
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CROWN VIC		2FABP7BV4BX122232	
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CROWN VIC		2FABP7BV6BX168077	
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TAHOE	1GNSK2E01ER173320	
TAHOE	1GNSK2E03ER176588	
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K8A-INTERCEPTOR	1FM5K8AR1FGA15839	
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K8A-INTERCEPTOR	1FM5K8AR1FGA15842	
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K8A-INTERCEPTOR	1FM5K8AR7FGA15845	
K8A-INTERCEPTOR	1FM5K8AR9FGA15846	12/31/1969 16:00
K8A-INTERCEPTOR	1FM5K8AR0FGA15847	
K8A-INTERCEPTOR	1FM5K8AR2FGA15848	
K8A-INTERCEPTOR	1FM5K8AR4FGA15849	

K8A-INTERCEPTOR	1FM5K8AR4FGA15849	
F350 4X4 W/UTILITY BODY	1FD8W3B64FEC16512	
TAHOE, 4X4	1GNSK2EC4FR564019	
IMPALA	2G1WA5E35F1136640	
IMPALA	2G1WA5E31F1137140	
IMPALA	2G1WA5E33F1137723	
IMPALA	2G1WA5E30F1137677	
IMPALA	2G1WA5E32F1133761	
IMPALA	2G1WA5E32F1136191	
IMPALA	2G1WA5E34F1136192	
IMPALA	2G1WA5E30F1136593	
IMPALA	2G1WA5E36F1137151	
IMPALA	2G1WA5E32F1136093	
CAMRY	4T4BF1FK5CR163120	
FRONTIER	1N6AD07W08C450323	
TAHOE	1GNSKDEC3GR136617	
SIERRA 1500	1GTR2UEA8CZ260172	
Tunda	5TFCV54117X005014	
INTERCEPTOR	1FM5K8AR8GGC36792	
INTERCEPTOR	1FM5K8ARXGGC36793	
TAURUS	1FAHP2MK4GG103497	
INTERCEPTOR	1FM5K8AR1GGC36794	12/31/1969 16:00
INTERCEPTOR	1FM5K8AR7GGC36797	
INTERCEPTOR	1FM5K8AR0GGC36799	
INTERCEPTOR	1FM5K8AR1GGC42272	
INTERCEPTOR	1FM5K8AR3GGC42273	
INTERCEPTOR	1FM5K8AR5GGC42274	12/31/1969 16:00
INTERCEPTOR	1FM5K8AR7GGC42275	
INTERCEPTOR	1FM5K8AR9GGC42276	
INTERCEPTOR	1FM5K8AR0GGC42277	
CHARGER	2C3CDXKT3FH919517	
TAHOE	1GNSKDEC4GR335322	
TAHOE	1GNSKDEC6GR336388	
TAHOE	1GNSKDEC3GR336493	
TAHOE	1GNSKDEC6GR336603	12/31/1969 16:00
TAHOE	1GNSKDEC8GR336618	
TAHOE	1GNSKDEC6GR336732	
TAHOE	1GNSKDECXGR338788	
TAHOE	1GNSKDEC1GR336928	
TAHOE	1GNSKDEC1GR339392	
CAMRY	4T1BK1FKXCU513248	
RAM 1500	1C6RD7GT8CS249618	
Latitude	1C4PJMCS4EW151833	
WRANGLER	1C4AJWAG8CL185773	
TAURUS	1FAHP2H85FG139549	
TAURUS	1FAHP2MK4GG154496	
TAURUS	1FAHP2MK6GG154497	

TAURUS	1FAHP2MK8GG154498	
TAURUS	1FAHP2MKXGG154499	
TAURUS	1FAHP2MK2GG154500	
TAURUS	1FAHP2MK4GG154501	
EXPLORER	1FM5K8AR6HGB55100	
EXPLORER	1FM5K8AR8HGB55101	
EXPLORER	1FM5K8AR1HGB55103	
EXPLORER	1FM5K8AR3HGB55104	
EXPLORER	1FM5K8AR5HGB55105	
EXPLORER	1FM5K8AR7HGB55106	
EXPLORER	1FM5K8AR9HGB55107	
EXPLORER	1FM5K8AR2HGB55109	
EXPLORER	1FM5K8AR9HGB55110	
EXPLORER	1FM5K8AR0HGB55111	
EXPLORER	1FM5K8AR2HGB55112	
EXPLORER	1FM5K8AR0HGB55108	
EXPLORER	1FM5K8AR4HGB55113	
EXPLORER	1FM5K8AR6HGB55114	
EXPLORER	1FM5K8AR1HGB55117	
EXPLORER	1FM5K8AR3HGB55118	
EXPLORER	1FM5K8AR5HGB55119	
EXPLORER	1FM5K8AR1HGB55120	
EXPLORER	1FM5K8AR3HGB55121	
EXPLORER	1FM5K8AR5HGB55122	12/31/1969 16:00
EXPLORER	1FM5K8AR3HGB55099	
PATHFINDER	5N1AR2MMXFC640397	
Outback	4S4BSACC5F3212717	
F150	1FTFW1ETXCFA07315	
TAHOE	1GNSKDEC5JR246883	
TAHOE	1GNSKDEC6JR246410	
TAHOE	1GNSKDEC2JR245836	
TAHOE	1GNSKDEC7JR244861	
TAHOE	1GNSKDEC4JR248575	
TAHOE	1GNSKDEC7JR245914	
EXPLORER	1FM5K8AR0JGA90413	
EXPLORER	1FM5K8AR8JGA84780	
EXPLORER	1FM5K8ARXJGA84781	
EXPLORER	1FM5K8AR4JGA90415	
EXPLORER	1FM5K8AR2JGA90414	
EXPLORER	1FM5K8AR1JGA84782	
TAURUS	1FAHP2H84JG114781	
TAURUS	1FAHP2H82JG114777	
TAURUS	1FAHP2H83JG114786	
TAURUS	1FAHP2H86JG114782	
TAURUS	1FAHP2H87JG114788	12/31/1969 16:00
TAURUS	1FAHP2H80JG114776	
TAURUS	1FAHP2H81JG114785	

TAURUS	1FAHP2H82JG114780	
TAURUS	1FAHP2H84JG114778	
TAURUS	1FAHP2H88JG114783	
TAURUS	1FAHP2H85JG114787	12/31/1969 16:00
MOTORCYCLE	JH2SC5156GK400058	
Interceptor AWD SUV	1FM5K8AB9LGA42172	
Interceptor AWD SUV	1FM5K8AB0LGA42173	
Interceptor AWD SUV	1FM5K8AB7LGA42171	
Interceptor AWD SUV	1FM5K8AB5LGA42170	
SIERRA 1500	3GTP2WE39BG224882	
TAHOE	1GNSKDEC6KR231486	
TAHOE	1GNSKDECXKR232060	
PATHFINDER	5N1DR2MM0HC657628	
EXPLORER	1FM5K8D88EGB25675	
TAHOE	1GNSKDECXKR401929	
K8A	1FM5K8AB1LGB23909	
K8A	1FM5K8AB1LGB23893	
K8A	1FM5K8AB1LGA83850	
K8A	1FM5K8AB5LGA83849	
K8A	1FM5K8AB1LGA95612	
K8A	1FM5K8ABXLGA95611	
K8A	1FM5K8AB7LGA97977	
K8A	1FM5K8AB5LGA97976	
K8A	1FM5K8AB9LGA97978	
K8A	1FM5K8AB0LGA97979	
F150	1FTEW1E46KKE52337	
F150	1FTEW1E48KKE52338	
F150	1FTEW1E44KKE52336	
CHEROKEE	1C4RJFBG7EC259222	
PATHFINDER	5N1DR2MMXHC635362	
CARAVAN	2C4RDGEG8JR196240	
Outback	4S4BSAAC3H3337365	
CHEROKEE	1C4RJFBG7HC741791	
CHALLENGER	2C3CDZBT3FH767802	
K8A HYBRID	1FM5K8AW4LGC94141	
K8A HYBRID	1FM5K8AW6LGC94142	
K8A HYBRID	1FM5K8AW2LGC94154	
K8A HYBRID	1FM5K8AW4LGC94155	
Equinox	2GNFLEEKXH6294705	
Forrester	JF2SJABCXGH518052	
Rogue	KNMAT2MV1GP708952	
accord	1hgcr2F35ha145493	

Issues with car

Last Used By

Printer

2/26/2021 7:54 AM - Car was made available by Smith, D Smith, Daniel

5/26/2021 2:22 PM - Car was made available by Lesser, D Lesser, Daniel

5/15/2021 11:06 PM - Car was made available by Maplet Maplethorpe, Benjamin

5/25/2021 10:43 AM - Car was made available by Gollada Golladay, Erik

3/23/2021 11:27 AM - Car was made available by Kernka Kernkamp, Jay

5/15/2021 7:05 PM - Car was made available by Daddato Daddato, David

6/1/2021 1:18 PM - Car was made available by Seidel, Ch Seidel, Christopher

7/27/2021 6:57 AM - Car was made available by Cole, Da Cole, Daniel A.

7/6/2021 10:17 PM - Car was made available by Rogan, G Rogan, Gregory

8/4/2021 10:58 AM - Car was made available by Collins, F Collins, Robert

3/23/2021 8:40 PM - Car was made available by Briggs, N Briggs, Nick

3/30/2021 4:13 PM - Car was made available by Guzzo, A Guzzo, Anthony

5/20/2021 4:10 PM - Car was made available by House, L House, Lawrence

4/6/2021 11:14 AM - Car was made available by Thiescha Thieschafer, Greg

4/29/2021 4:25 PM - Car was made available by Rankin, E Rankin, Brandon

3/30/2021 4:55 PM - Car was made available by Gonsalve Gonsalves, Keith

6/28/2021 4:06 PM - Car was made available by Toal, Au Toal, Austin

3/30/2021 12:11 PM - Car was made available by Oliver, . Oliver, Janice

4/28/2021 10:47 AM - Car was made available by Dunkin, Dunkin, David

3/23/2021 8:57 AM - Car was made available by Howe, D Howe, Dustin

5/6/2021 1:47 PM - Car was made available by Carpenter Carpenter, Paul

8/2/2021 3:28 PM - Car was made available by Brown, Jo Brown, Jordan

4/15/2021 9:44 AM - Car was made available by Mason, I Mason, Dion

7/7/2021 3:41 PM - Car was made available by Howe, Jer Howe, Jeremy

3/24/2021 7:00 AM - Car was made available by Howard, Howard, Caleb

3/24/2021 6:25 PM - Car was made available by Spring, B Spring, Brett

6/29/2021 2:10 AM - Car was made available by McKitric McKitrick, Kolton

8/3/2021 9:14 PM - Car was made available by Tafoya, Br Tafoya, Bryan

3/23/2021 8:59 AM - Car was made available by Stormen Storment, Zachary

7/2/2021 3:18 PM - Car was made available by Groom, D. Groom, Daryl

3/23/2021 11:33 AM - Car was made available by Phillips, Alexis

8/6/2021 2:39 PM - Car was made available by Matt, Jose Matt, Joseph

4/20/2021 9:39 AM - Car was made available by McCasla McCasland, Michael

3/23/2021 11:14 AM - Car was made available by Austin, Austin, Tiffany

5/7/2021 6:38 PM - Car was made available by Zuray, Jos Zuray, Joshua

5/25/2021 4:39 PM - Car was made available by Anderson, Stephen W.

5/25/2021 11:12 AM - Car was made available by Curtis, . Curtis, Jason M.

3/23/2021 8:59 AM - Car was made available by Roberge, Michael

3/25/2021 9:35 AM - Car was made available by MacConi MacConnell, Jacqui

6/10/2021 9:18 AM - Car was made available by Lynch, B Lynch, Brandon

3/30/2021 11:24 AM - Car was made available by Workm Workman, William

8/5/2021 10:44 AM - Car was made available by Yen, John Yen, John

3/24/2021 8:32 PM - Car was made available by Riggles, R Riggles, Robert

3/30/2021 12:11 PM - Car was made available by Griffith, Griffiths, Mark

3/25/2021 10:11 AM - Car was made available by Brownl Brownlee, Todd

5/6/2021 10:46 AM - Car was made available by Buchma Buchmann, Paul

DeRuwe, Jennifer

3/24/2021 10:28 AM - Car was made available by Cler, Ke Cler, Keith

3/23/2021 8:58 AM - Car was made available by Teigen, T Teigen, Troy

6/25/2021 8:22 AM - Car was made available by Boothe, Boothe, Rob

3/23/2021 10:40 AM - Car was made available by Dashiel Dashiell, Robbie

7/9/2021 8:30 AM - Car was made available by Smith, Ry Smith, Ryan

3/23/2021 11:28 AM - Car was made available by Marquez, Timothy

7/12/2021 9:44 AM - Car was made available by Donaldson, Nathan

7/9/2021 11:37 AM - Car was made available by Stevens, Stevens, Barton

6/30/2021 3:55 PM - Car was made available by Valencia, Valencia, Andres

3/23/2021 11:11 AM - Car was made available by Wheeler, Sean

3/25/2021 9:49 AM - Car was made available by Fuller, T Fuller, Teresa  
3/23/2021 9:07 AM - Car was made available by Curtis, J Curtis, Jason M.  
7/27/2021 12:41 PM - Car was made available by Stewart Stewart, James

4/1/2021 1:13 PM - Car was made available by Snider, Ty Snider, Ty  
3/23/2021 8:57 AM - Car was made available by Cedeno, Cedeno, Julian

4/6/2021 11:07 AM - Car was made available by Erickson, Erickson, James  
3/23/2021 9:00 AM - Car was made available by Lesser, R Lesser, Randy  
5/5/2021 3:59 PM - Car was made available by Rankin, Br Rankin, Brandon  
5/5/2021 1:07 PM - Car was made available by Kakuda, B Kakuda, Blaine

4/29/2021 4:59 PM - Car was made available by Lundgren, Lundgren, Nicholas  
5/25/2021 12:30 PM - Car was made available by Hamilton, Hamilton, Craig  
7/23/2021 1:37 PM - Car was made available by Kirn, Chr Kirn, Christopher  
3/23/2021 6:14 AM - Car was made available by Collins, F Collins, Robert

7/13/2021 7:27 AM - Car was made available by Mongan, Mongan, Kelly  
8/7/2021 2:54 AM - Car was made available by Bryer, T Bryer, Toby  
6/13/2021 5:05 PM - Car was made available by Stewart, Stewart, Joshua D.  
3/24/2021 6:55 AM - Car was made available by Gobble, Gobble, Nathanael  
4/16/2021 7:57 AM - Car was made available by Paine, A Paine, Arthur

6/23/2021 4:17 PM - Car was made available by Walker, I Walker, Kelsey A.  
3/24/2021 6:27 AM - Car was made available by Honaker, Honaker, Kristopher R  
3/25/2021 4:42 PM - Car was made available by Harvey, I Harvey, Dale

5/12/2021 11:28 AM - Car was made available by Erhart, Erhart, Frank  
5/14/2021 9:53 AM - Car was made available by Kannberg, Kannberg, Eric  
5/12/2021 11:29 AM - Car was made available by Erhart, Erhart, Frank

4/3/2021 7:36 PM - Car was made available by Huffman, Huffman, Michael  
3/23/2021 8:37 PM - Car was made available by McVay, J McVay, Jeremy  
3/23/2021 8:16 PM - Car was made available by Kannberg, Kannberg, Eric  
5/4/2021 6:16 PM - Car was made available by Tafoya, Br Tafoya, Bryan  
4/29/2021 3:07 PM - Car was made available by Willard, . Willard, John

4/28/2021 3:32 PM - Car was made available by Schneider, Schneider, Michael

3/25/2021 10:33 AM - Car was made available by Carroll, Carroll, Vic

4/21/2021 4:33 PM - Car was made available by Yamada, Yamada, Isamu

3/23/2021 4:18 PM - Car was made available by Benesch, Benesch, Christopher

6/7/2021 5:23 PM - Car was made available by Maguire, Maguire, Shawn

4/6/2021 6:27 AM - Car was made available by McBeth, McBeth, Keith

3/23/2021 6:14 AM - Car was made available by Meyer, Meyer, Richard

7/26/2021 6:07 AM - Car was made available by Johnson, Johnson, Christopher L.

3/23/2021 11:15 AM - Car was made available by Killian, Killian, Seth

3/25/2021 6:03 PM - Car was made available by Dunsmoor, Dunsmoor, Joseph

3/30/2021 11:15 AM - Car was made available by Storch, Storch, Shaidon

4/28/2021 1:08 PM - Car was made available by Richards, Richards, Dave

4/23/2021 10:52 AM - Car was made available by Christensen, Christensen, James

6/14/2021 12:59 PM - Car was made available by Vandenberg, Vandenberg, Greg

4/21/2021 10:26 AM - Car was made available by Eckersley, Eckersley, Brian

4/29/2021 2:59 PM - Car was made available by Lesser, Lesser, Scott

3/30/2021 11:18 AM - Car was made available by Moon, Moon, Bradley

3/30/2021 11:17 AM - Car was made available by Draper, Draper, Dean

3/21/2021 2:28 PM - Car was made available by Keller, Keller, Kevin

3/23/2021 8:58 AM - Car was made available by Bode, Bode, Christopher

3/25/2021 6:04 PM - Car was made available by Lesser, Lesser, Christopher

4/29/2021 3:34 PM - Car was made available by Pegram, Pegram, Shawn

3/23/2021 8:58 AM - Car was made available by Rosenthal, Rosenthal, Marie

3/23/2021 8:57 AM - Car was made available by Wendt, Wendt, Craig

4/27/2021 11:09 AM - Car was made available by Coleman, Coleman, Mylissa

3/23/2021 8:58 AM - Car was made available by Geren, Geren, Nicholas

3/23/2021 8:58 AM - Car was made available by Lebsock, Lebsock, Paul

3/23/2021 9:17 AM - Car was made available by Green, Green, Benjamin



5/4/2021 7:37 AM - Car was made available by  
Lamanna, Anthony Service Advancetrac message comes  
on  
Needs oil change Lamanna, Anthony

4/7/2021 10:35 AM - Car was made available by Bishop, I Bishop, Derek  
3/23/2021 8:58 AM - Car was made available by Staben, I Staben, David

3/30/2021 4:18 PM - Car was made available by Thomas, Thomas, Mike  
3/30/2021 11:23 AM - Car was made available by Lewis, ( Lewis, Christopher  
3/23/2021 11:32 AM - Car was made available by Voeller Voeller, Ronald  
3/30/2021 11:16 AM - Car was made available by Applew Applewhaite, Kenneth

3/24/2021 10:22 AM - Car was made available by Vaughn Vaughn, Kevin  
4/29/2021 3:09 PM - Car was made available by Dahle, Z: Dahle, Zachary  
7/12/2021 3:39 PM - Car was made available by Erdman, Erdman, Chan  
3/23/2021 9:04 AM - Car was made available by Bartlett, Bartlett, Glenn

3/30/2021 12:12 PM - Car was made available by Kendall Kendall, Shawn

3/23/2021 4:37 PM - Car was made available by Everly, Jc Everly, John

3/23/2021 11:12 AM - Car was made available by Hartma Hartman, Jason

4/16/2021 6:26 PM - Car was made available by Downing Downing, Wayne  
3/23/2021 8:58 AM - Car was made available by Taylor, P Taylor, Paul

4/29/2021 2:57 PM - Car was made available by Brasch, C Brasch, Christopher

7/23/2021 12:29 PM - Car was made available by Lesser, Lesser, Daniel

8/7/2021 2:20 AM - Car was made available by Stone, Da Stone, David

5/24/2021 9:54 AM - Car was made available by Erdman, Erdman, Chan

<b>Take Home Equipment</b>		4
<b>Name</b>	<b>Empl ID</b>	<b>Equipment</b>
Zangara, Michael J	13592	VEH
Jackson, Seth A	13669	VEH
Dallman, Tyler C	16854	VEH
Schmidt, Tavis R	23749	VEH

Serial #	Issue Date	Return Date
428466	3/16/2020	
428333	1/11/2021	
428645	4/1/2020	
428845	3/27/2020	

Notes	Justification
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COVID

covid

Take home work truck

Vehicle was issued to me to park at my house for

Job Position	Dept
FIELD ENGINEER	Engineering Services
PUB WKS LEAD INSPECTOR	Engineering Services
Public Works Lead Inspector	Engineering Services
Neighborhood-Housing Specialis	Code Enforcement

# Take-Home Vehicle Assignment Authorization Request

## Take-Home Vehicle Assignment Authorization Request



Fleet Services Department  
Finance, Treasury and  
Administration Division

Employee Name: \_\_\_\_\_ Division: \_\_\_\_\_  
Position Title: \_\_\_\_\_ Department: \_\_\_\_\_  
Vehicle Unit Number: \_\_\_\_\_ Function: \_\_\_\_\_  
Primary Work Location: \_\_\_\_\_ City of Residence: \_\_\_\_\_  
Daily Commute Miles: \_\_\_\_\_ Current Odometer Reading: \_\_\_\_\_  
Daily Business Miles: \_\_\_\_\_  
Number of emergency call-outs in previous years: Apr. 1 – Sept. 30: \_\_\_\_\_ Oct. 1 – Mar. 31: \_\_\_\_\_

- ☐ **Emergency Response:** The employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property **and** the employee is called out at least 12 times per quarter. A "call-out" is defined as a directive to an employee to report to a work site during off duty time. Documentation listing the number and nature of call-outs for the six month period from the prior year. In addition, there must be an explanation of why alternate transportation cannot be used and why a City vehicle cannot be picked up from a designated City parking area. **Attach all justification and back-up documentation to this form.**
- ☐ **Economic Benefit:** There is an economic benefit to the City. This means the cost of travel reimbursement would exceed the costs associated with a take-home vehicle. A calculation of this benefit must be submitted with the Take-Home Vehicle Request. The cost of lost productivity cannot be a part of the calculation. **Attach all justification and back-up documentation to this form.**
- ☐ **Special Equipment:** The employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property **and** the employee needs a special vehicle and/or carries specialized equipment other than communications equipment in order to perform their work outside of normal working hours. A description of this equipment must be submitted with the Take-Home Vehicle Request. **Attach all justification and back-up documentation to this form.**
- ☐ **Union Contract:** Collective bargaining agreement may provide general language for Department Director to approve take-home assignment. **Provide union name, contract number, and attach a copy of the relevant contract language.**

Union: \_\_\_\_\_

**Note: A City-owned take-home vehicle is a fringe benefit that generates a tax liability. If your request for take-home vehicle assignment is approved, you are required to check with payroll to determine your liability.**

\_\_\_\_\_  
Requestor's Signature

\_\_\_\_\_  
Date

I have read and understand the Administrative Policy and Procedure, ADMIN 5100-13-01, governing take-home vehicle assignments. I certify that this request meets the requirements.

☐ Approved

☐ Denied

\_\_\_\_\_  
Department Director / Division Manager

\_\_\_\_\_  
Date

I certify that this request meets the requirements set forth under Administrative Policy and Procedure, ADMIN 5100-13-01.

☐ Approved

☐ Denied

\_\_\_\_\_  
Fleet Director

\_\_\_\_\_  
Date

Completed signed document will be retained by Fleet Services. Accounting, Human Resources and Department Director will be notified.