

Finance & Administration Committee
Agenda for 1:15 p.m. Monday, April 17, 2023

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on April 17, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2495 384 1756; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dmoos@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.

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2 - Approval of Minutes

Approval of Month XX, 2023, meeting minutes.

| For Decision

Attachments

[F_A Committee Minutes 20March_2023 DRAFT.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
20 March, 2023

I. Called to Order: 1:18 PM PST

Recording of the meeting may be viewed by at <https://vimeo.com/810224768>

Attendance

Committee Members Present:

Council Member Wilkerson, CM Michael Cathcart, CM Karen Stratton, CM Jonathan Bingle, CM Zack Zappone

Council President Breean Beggs and CM Lori Kinnear are absent.

Staff/Others Present:

Hannahlee Allers, Chris Johnson, David Moss, Jessica Stratton, Terri Stripes, Michelle Murray, Matt Boston, Justin Lundgren, Mike Piccolo, Spencer Gardner, Kim McCollim, Jenn Cerecedes, Shae Blackwell, Jeff Gunn, Candy Davis, Mark Carlos, Kelly Thomas, Johnnie Perkins, Alex Gibilisco. Chris Wright, Abby Martin, Lynden Smithson, Amanda Beck

Approval of Minutes:

- Action Taken
Council Member Zappone moved to approve, Council Member Stratton seconded. Agenda and minutes were approved unanimously.

Agenda Items

Discussion Items

1. Design Review Board Interview – Kris Hansen (10 mins)
 - No Action Taken, Interviews Only
3. SBO- Housing Navigators ROW Contract – Jennifer Cerecedes (5 mins)
 - Action Taken
4. February Investment Report – Christopher Johnson (10 minutes)
 - No Action Taken, Presentation Only
5. Quarterly Range Changes – Mike Piccolo (15 mins)
 - Action Taken, Council President and Council Member Wilkerson agreed to sponsor this item to move forward
6. Safe Open Spaces Ordinance – Council Member Bingle and Council Member Cathcart (15 mins)
 - Action taken, Council Members Bingle and Cathcart agreed to sponsor this item to move forward.

7. Business Sustainability Resolution – Council Member Bingle (10 minutes)

- Action taken, Council Member Bingle and Council Member Cathcart agreed to sponsor this item to move forward

Consent Items

1. SMC Accounting Department Name Change – Tonya Wallace
2. Airport Sale of Parcel No. 25335.0206 – Matt Boston
3. Airport Sale of Parcel No. 15365.1101
4. WAPTA Grant Application – Mike McNab

Executive session None.

IV. Adjournment The meeting adjourned at 2:30 PM PST, next meeting will be on the 17th of April, 2023 at 1:15 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

3 - Discussion Items

3.1

5 min

3.1 - SBO - Human Resources/Archbright

Piccolo, Mike

HR additional support funding

| For Discussion

Attachments

[Briefing Paper for SBO for Archbright Contract Amendment \(April 17th\).docx](#)

[HR Salary Budget Transfer to Contractual Svcs SBO.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|---|
| Submitting Department | Human Resources |
| Contact Name & Phone | Mike Piccolo – 625-6237 |
| Contact Email | mpiccolo@spokanecity.org |
| Council Sponsor(s) | Council Members Betsy Wilkerson and Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Contract Amendment/Extension – Human Resources Consultant |
| Summary (Background) | The Human Resources Department previously contracted with Archbright for Human Resources consulting. The contract was previously amended to continue services through March 31, 2023. Due to continued challenges in filling current vacancies in the HR Department, including Labor Analyst, the Senior Analysts and two human resources analyst positions, the department will need the continued services from Archbright through the second quarter of 2023 for an additional cost of \$60,000. |
| Proposed Council Action & Date: | Approve Archbright contract amendment/extension and associated SBO on April 17, 2023. |
| Fiscal Impact: | |
| Total Cost: <u>\$54,000</u> | |
| Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: salary savings | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

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

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analyst to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, 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 Fund, the following changes be made:

- 1) Decrease the appropriation for Base Wages in the Human Resources department by \$60,000.
- 2) Increase the appropriation for Contractual Services in the Human Resources department by \$60,000.
- A) There is no change to the overall appropriation level in the General 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 continued need of services while the Human Resources department is understaffed, 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

3.2

15 min

3.2 - 1st Quarter Investment Report

*Johnson, Christopher
E.*

Council Sponsor: CM Wilkerson. Quarterly Investment Report

| For Discussion

Attachments

[Treasury Services Briefing Paper F. A Committee Apr2023.docx](#)

[City of Spokane - Q1 Investment Report - 3.31.23.pdf](#)

[FY 2023 1st Quarter Presentation.pdf](#)

Committee Agenda Sheet Finance & Administration

| | |
|--|---|
| Submitting Department | Finance, Treasury and Administration – Treasury Services |
| Contact Name & Phone | Chris Johnson (509) 625-6074 |
| Contact Email | cejohnson@spokanecity.org |
| Council Sponsor(s) | CM Betsy Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>15 Min</u> |
| Agenda Item Name | Quarterly Investment Report (Q1-2023). |
| Summary (Background) | <p>The Quarterly Investment Report is a standing topic presented by Finance. The objective of this presentation is to inform Council of portfolio updates and developments. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition • Investment Transactions • Portfolio Liquidity • Portfolio Performance • City Debt Topics |
| Proposed Council Action & Date: | N/A |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



CITY OF SPOKANE

Quarterly Investment Report

As of March 31, 2023

April 17, 2023

This report presents the City's investment portfolio for the quarter ending March 31, 2023. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans.

Investment Portfolio Benefits all Funds

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the Capital Outlay Funds has been identified to provide particular capital projects for the community and there is a plan for spending down the cash balance as the projects progress. In the General Fund, a determined amount is held in reserve to meet the City's contingency reserve policy of 10% of operating expenditures and City's Revenue Stabilization policy of 3.5% of operating revenues.

Current Cash and Investment Summary

The following is a summary of the City's cash and investments based on market value as of March 31, 2023, compared with the prior quarter:

Quarterly Investment Report

| | December 31, 2022 | March 31, 2023 | Percent of Total |
|--------------|----------------------|----------------------|------------------|
| Cash | 49,368,874 | 42,066,031 | 10.94% |
| Fixed Income | 329,798,584 | 311,012,843 | 80.86% |
| SIP Loans | 31,544,386 | 31,544,386 | 8.20% |
| TOTAL | \$410,711,844 | \$384,623,260 | 100.00% |

There are several factors resulting in changes in cash and investment balances from month to month and quarter to quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City Property Taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At March 31, 2023, the market value of the portfolio was \$9,414,398 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of March 31, 2023 was 2.73%. The effective *rate of return* for the 1st quarter was 2.67%.

As of March 31, 2023, the investment portfolio was in compliance with all State laws, the City's Statement of Investment Policy and the City's investment management plan.

Summary of Activity for the Quarter and Future Liquidity

With the exception of periods impacted by COVID-19, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City.

Investment Portfolio Activities:

- **Maturities:**

- \$3MM – Federal Farm Credit Bank 0.50, due 1/24/2023 – 0.61% YTM
- \$3MM – U. S. Treasury 0.60, due 1/26/2023 – 0.61% YTM
- \$10MM – Federal Farm Credit Bank 0.10, due 2/24/2023 – 0.14% YTM
- \$10MM – Federal Farm Credit Bank 0.10, due 2/24/2023 – 0.14% YTM
- \$5MM – Federal Farm Credit Bank 0.13, due 3/1/2023 – 0.13% YTM
- \$16.6MM – Federal Home Loan Bank 2.125, due 3/10/2023 – 1.766% YTM
- \$10MM – Federal Home Loan Bank 2.125, due 3/10/2023 – 1.76% YTM
- \$4.5MM – Federal Home Loan Bank 2.125, due 3/10/2023 – 1.78% YTM

- **Purchases:**

- \$5MM – Federal Home Loan Bank 4.50, due 3/13/2026 – 4.59% YTM
- \$5MM – Federal Home Loan Bank 4.125, due 3/13/2026 – 4.61% YTM
- \$10MM – U.S. Treasury 3.875, due 1/15/2026 – 4.51% YTM
- \$5MM – U.S. Treasury 1.125, due 10/31/2026 – 3.59% YTM
- \$5MM – Federal National Mortgage Association 1.875, due 9/24/2026 – 3.63% YTM
- \$10MM – Federal Farm Credit Bank 4.25, due 11/23/2026 – 3.76% YTM

Report Contents and Distribution. This report includes the following three schedules on the City’s portfolio as of March 31, 2023; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Investment Performance versus benchmark; SIP Loan Capacity Report.

If you have any questions concerning this report, or require additional information, contact Tonya Wallace, Chief Financial Officer/City Treasurer at (509) 625-6585 or Chris Johnson, City Deputy Treasurer at (509) 625-6074.

DISTRIBUTION LIST

Administration

Nadine Woodward – Mayor

Johnnie Perkins – City Administrator

City Council

Breean Beggs – Council President

Betsy Wilkerson – Councilmember

Jonathan Bingle – Councilmember

Karen Stratton – Councilmember

Lori Kinnear – Councilmember

Michael Cathcart – Councilmember

Zack Zappone – Councilmember

Investment Oversight Committee

Tonya Wallace – Chief Financial Officer/City Treasurer

Chris Johnson – Investment Officer/City Deputy Treasurer

Jonathan Bingle – Councilmember

Christine Shisler (interim) – Retirement

Brian Brill – Community Member

CITY OF SPOKANE

As of March 31, 2023

SUMMARY OF INVESTMENT PORTFOLIO:

| CITY OF SPOKANE INVESTMENT PORTFOLIO | | | |
|---|----------------------|---------------|----------------------|
| | Percent of Portfolio | Current Yield | Market Value |
| Checking Account | NA | NA | \$8,040,418 |
| <u>Investments</u> | | | |
| Local Government Investment Pool | 9.0% | 4.76% | \$34,025,613 |
| US Bank- Treasurer's Cash | 0.0% | 0.00% | - |
| Federal Agency Coupon Securities | 55.8% | 2.47% | 210,314,786 |
| Municipal Bond | 8.4% | 3.58% | 31,508,923 |
| Federal Agency Strip Bonds | 9.3% | 2.76% | 35,155,134 |
| Treasury Coupon Securities | 9.0% | 3.19% | 34,034,000 |
| Treasury Discounts | 0.0% | 0.00% | - |
| SIP Loans | 8.4% | 0.91% | 31,544,386 |
| Total Investments | 100.0% | 2.73% | \$376,582,842 |
| Total Checking Account + Investments | | | \$384,623,260 |

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

| INVESTMENT AGING | | |
|------------------------|----------------------|----------------------|
| | Percent of Portfolio | Par Value |
| Overnight | 8.6% | 34,176,298 |
| Within Three Months | 8.0% | 31,500,000 |
| Three to Six Months | 6.5% | 25,710,000 |
| Six Months to One Year | 6.3% | 25,000,000 |
| One to Two Years | 5.8% | 22,742,084 |
| Two to Three Years | 24.2% | 95,980,016 |
| Three to Five Years | 25.7% | 101,679,286 |
| Five to Seven Years | 9.4% | 37,025,000 |
| Over Seven Years | 5.5% | 21,583,000 |
| TOTAL | 100.0% | \$395,395,684 |

CITY OF SPOKANE

As of March 31, 2023

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a reasonable rate of return, within the parameters of the investment policy, in tandem with meeting the liquidity needs of the City. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, and Agency securities, while maintaining an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a comparison “Benchmark” function. Currently, the benchmark used by the City is a blend of three Bloomberg-based indices directly correlated to the allocation of liquidity for the City portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis. The City’s performance fell below the benchmark, on a market yield basis, during the quarter, due to significant market shifts caused largely by increased and increasing short-term interest rates.

Benchmark Comparison for the Quarter Ended 03/31/2023

| | Benchmark | 03/31/2023 | 12/31/2022 |
|-------------------------------|-----------|---------------|---------------|
| Average Maturity (yrs) | 2.00 | 2.60 | 2.34 |
| Average Market Yield | 4.22% | 2.73% | 2.31% |
| Average Coupon | 1.21% | 2.12% | 1.95% |
| Total Market Value | | \$376,582,842 | \$402,571,466 |

SIP LOAN CAPACITY REPORT:

| SIP LOAN CAPACITY | | |
|---|----------------|----------------------|
| | Percentage | Amount |
| Investment Portfolio Balance – Book Value (cost basis) | | \$385,997,241 |
| Less: Bond Proceeds* | | 5,062,143 |
| Less: ARPA Funds | | 61,000,881 |
| Investment Portfolio Balance (Net of Bond Proceeds & ARPA) | 100.00% | \$319,934,218 |
| SIP Loan Capacity per Investment Policy (15%) | 15.00% | 47,990,133 |
| Less: Current SIP Loans Issued | 9.86% | 31,544,386 |
| Less: Pending Projects (estimated) | | 4,900,000 |
| Net SIP Loan Capacity | 3.61% | \$11,545,747 |

*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks Improvements.



City of Spokane

Positions by Period Outstanding and Closed Debt Service 1/1/2023 to 3/31/2023

Primary Sort Issue Group, Secondary Sort Issue Group

| Issue | Issue Group | Dated Date | Maturity Dates | Range of Rates (%) | Beginning Balance | Bonds Issued | Principal Paid | Interest Paid | Ending Balance |
|--------------------------------|-------------|------------|-----------------|--------------------|-------------------|--------------|----------------|---------------|----------------|
| <u>GOB</u> | | | | | | | | | |
| LTGO 2015 | GOB | 2/11/2015 | Dec/2027 - 2034 | 3 to 4 | 48,305,000.00 | 0.00 | 0.00 | 0.00 | 48,305,000.00 |
| LTGO 2016 | GOB | 1/20/2016 | Dec/2025 | 3.24 | 7,280,197.00 | 0.00 | 0.00 | 0.00 | 7,280,197.00 |
| LTGO 2020 | GOB | 11/30/2020 | Dec/2021 - 2026 | 1.38 | 14,598,300.00 | 0.00 | 0.00 | 0.00 | 14,598,300.00 |
| REV 2014 | GOB | 12/2/2014 | Dec/2015 - 2034 | 3 to 5 | 127,390,000.00 | 0.00 | 0.00 | 0.00 | 127,390,000.00 |
| UTGO 2015 | GOB | 1/27/2015 | Dec/2021 - 2034 | 3 to 5 | 59,470,000.00 | 0.00 | 0.00 | 0.00 | 59,470,000.00 |
| UTGO 2017 | GOB | 2/16/2017 | Dec/2017 - 2027 | 4 to 5 | 13,895,000.00 | 0.00 | 0.00 | 0.00 | 13,895,000.00 |
| UTGO 2018 | GOB | 12/20/2018 | Dec/2019 - 2041 | 3.125 to 5 | 58,100,000.00 | 0.00 | 0.00 | 0.00 | 58,100,000.00 |
| UTGO 2018 | GOB | 12/20/2018 | Dec/2043 | 3.625 | 12,900,000.00 | 0.00 | 0.00 | 0.00 | 12,900,000.00 |
| | Subtotal | | | | 341,938,497.00 | 0.00 | 0.00 | 0.00 | 341,938,497.00 |
| <u>Loans</u> | | | | | | | | | |
| CLID #221 | Loans | 9/15/2012 | Aug/2023 | 2.29 | 7,083.71 | 0.00 | 0.00 | 0.00 | 7,083.71 |
| CLID #223 | Loans | 11/1/2014 | Nov/2026 | 3.15 | 225,312.06 | 0.00 | 0.00 | 0.00 | 225,312.06 |
| CLID #224A | Loans | 12/31/2015 | Dec/2025 | 3 | 101,768.43 | 0.00 | 0.00 | 0.00 | 101,768.43 |
| PAF ALKI REFUNDED | Loans | 6/30/2020 | Dec/2025 | 0.81 | 1,461,667.41 | 0.00 | 0.00 | 0.00 | 1,461,667.41 |
| PAF CHAS DENTAL CLINIC | Loans | 7/31/2020 | Dec/2025 | 0.81 | 736,750.72 | 0.00 | 0.00 | 0.00 | 736,750.72 |
| PAF DOWNRIVER GOLF SIP LOAN 20 | Loans | 5/26/2021 | Dec/2026 | 1.34 | 2,364,547.46 | 0.00 | 0.00 | 0.00 | 2,364,547.46 |
| PAF EAST SPRAGUE RECON PJCT | Loans | 3/30/2021 | Jun/2026 | 1.21 | 2,000,000.00 | 0.00 | 0.00 | 0.00 | 2,000,000.00 |
| PAF ENGINEERING RELOCATION | Loans | 10/30/2020 | Dec/2025 | 0.77 | 907,528.36 | 0.00 | 0.00 | 0.00 | 907,528.36 |
| PAF FLEET REFUNDED | Loans | 6/30/2020 | Dec/2025 | 0.81 | 1,656,745.00 | 0.00 | 0.00 | 0.00 | 1,656,745.00 |
| PAF GARDNER REFUND | Loans | 6/30/2020 | Dec/2025 | 0.81 | 945,779.92 | 0.00 | 0.00 | 0.00 | 945,779.92 |
| PAF GOLF SIP LOAN 2018 REFUNDE | Loans | 6/30/2020 | Dec/2025 | 0.81 | 2,265,715.93 | 0.00 | 0.00 | 0.00 | 2,265,715.93 |
| PAF GOLF SIP LOAN 2019 REFUNDE | Loans | 6/30/2020 | Dec/2025 | 0.81 | 2,270,162.74 | 0.00 | 0.00 | 0.00 | 2,270,162.74 |
| PAF LTGO 2016 REFUNDED | Loans | 6/30/2020 | Dec/2025 | 0.81 | 2,335,030.36 | 0.00 | 0.00 | 0.00 | 2,335,030.36 |
| PAF MAPLE GATEWAY REFUNDED | Loans | 6/30/2020 | Dec/2024 | 0.81 | 210,970.09 | 0.00 | 0.00 | 0.00 | 210,970.09 |
| PAF PARKING METERS | Loans | 12/10/2021 | Dec/2026 | 1.65 | 967,426.04 | 0.00 | 0.00 | 0.00 | 967,426.04 |
| PAF PUBLIC SAFETY 2016 REFUNDE | Loans | 10/30/2020 | Dec/2023 | 0.76 | 777,024.95 | 0.00 | 0.00 | 0.00 | 777,024.95 |



City of Spokane

Positions by Period Outstanding and Closed Debt Service 1/1/2023 to 3/31/2023

Primary Sort Issue Group, Secondary Sort Issue Group

| Issue | Issue Group | Dated Date | Maturity Dates | Range of Rates (%) | Beginning Balance | Bonds Issued | Principal Paid | Interest Paid | Ending Balance |
|--------------------------------|-------------|------------|----------------|--------------------|-------------------|--------------|----------------|---------------|----------------|
| PAF PUBLIC SAFETY 2017 REFUNDE | Loans | 10/30/2020 | Dec/2024 | 0.76 | 1,503,404.87 | 0.00 | 0.00 | 0.00 | 1,503,404.87 |
| PAF PUBLIC SAFETY 2018 REFUNDE | Loans | 10/30/2020 | Dec/2025 | 0.76 | 2,162,084.50 | 0.00 | 0.00 | 0.00 | 2,162,084.50 |
| PAF PUBLIC SAFETY 2019 REFUNDE | Loans | 10/30/2020 | Dec/2024 | 0.76 | 1,979,572.06 | 0.00 | 0.00 | 0.00 | 1,979,572.06 |
| PAF PUBLIC SAFETY 2020 | Loans | 10/30/2020 | Dec/2025 | 0.77 | 2,347,577.43 | 0.00 | 0.00 | 0.00 | 2,347,577.43 |
| PAF STRATEGIC INVESTMENT REFUN | Loans | 6/30/2020 | Dec/2025 | 0.81 | 948,352.73 | 0.00 | 0.00 | 0.00 | 948,352.73 |
| PAF UNIVERSITY DISTRICT REFUND | Loans | 6/30/2020 | Dec/2025 | 0.81 | 2,864,303.71 | 0.00 | 0.00 | 0.00 | 2,864,303.71 |
| PAF WEST PLAINS REFUNDED | Loans | 6/30/2020 | Dec/2025 | 0.81 | 505,577.38 | 0.00 | 0.00 | 0.00 | 505,577.38 |
| Subtotal | | | | | 31,544,385.86 | 0.00 | 0.00 | 0.00 | 31,544,385.86 |
| Grand Total | | | | | 373,482,882.86 | 0.00 | 0.00 | 0.00 | 373,482,882.86 |

[Selected Issues]

| Issue Group | Issue | Issue Group | Issue |
|-------------|--------------------------------|-------------|--------------------------------|
| Loans | CLID #222 | Loans | CLID #221 |
| Loans | PAF ALKI REFUNDED | Loans | PAF GARDNER REFUND |
| Loans | PAF UNIVERSITY DISTRICT REFUND | Loans | PAF WEST PLAINS REFUNDED |
| Loans | PAF LIBRARY REFUNDED | Loans | PAF RIVERFRONT PARK REFUNDED |
| Loans | PAF FLEET REFUNDED | Loans | PAF ENGINEERING VEHICLES REFUN |
| Loans | PAF GOLF SIP LOAN 2018 REFUNDE | Loans | PAF GOLF SIP LOAN 2019 REFUNDE |
| Loans | PAF LTGO 2016 REFUNDED | Loans | PAF STRATEGIC INVESTMENT REFUN |
| Loans | PAF MAPLE GATEWAY REFUNDED | Loans | PAF CHAS DENTAL CLINIC |
| Loans | CLID #223 | Loans | CLID #224A |
| Loans | CLID #219 | Loans | PAF ENGINEERING RELOCATION |
| Loans | PAF PUBLIC SAFETY 2020 | Loans | PAF PUBLIC SAFETY 2014 REFUNDE |
| Loans | PAF PUBLIC SAFETY 2015 REFUNDE | Loans | PAF PUBLIC SAFETY 2016 REFUNDE |
| Loans | PAF PUBLIC SAFETY 2017 REFUNDE | Loans | PAF PUBLIC SAFETY 2018 REFUNDE |
| Loans | PAF PUBLIC SAFETY 2019 REFUNDE | Loans | PAF DOWNRIVER GOLF SIP LOAN 20 |
| Loans | PAF EAST SPRAGUE RECON PJCT | Loans | PAF PARKING METERS |
| GOB | LTGO 2015 | GOB | UTGO 2015 |
| GOB | UTGO 2017 | GOB | REV 2014 |
| GOB | UTGO 2018 | GOB | LTGO 2020 |
| GOB | LTGO 2016 | | |

City of Spokane

Investment Report

1st Quarter – 2023



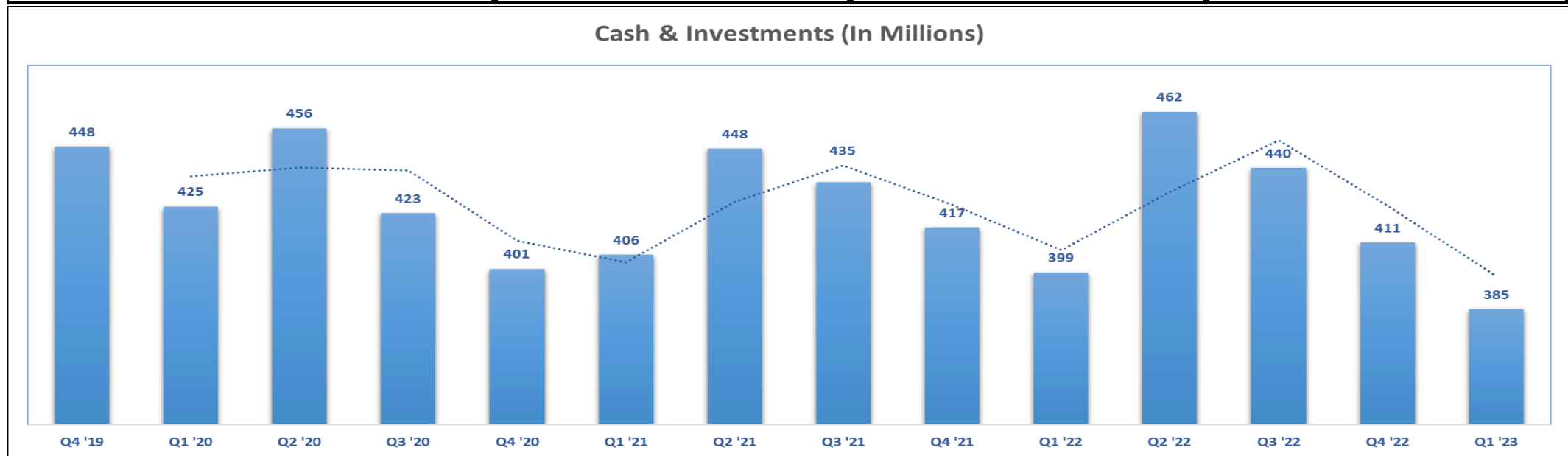
April 17, 2023

Topics

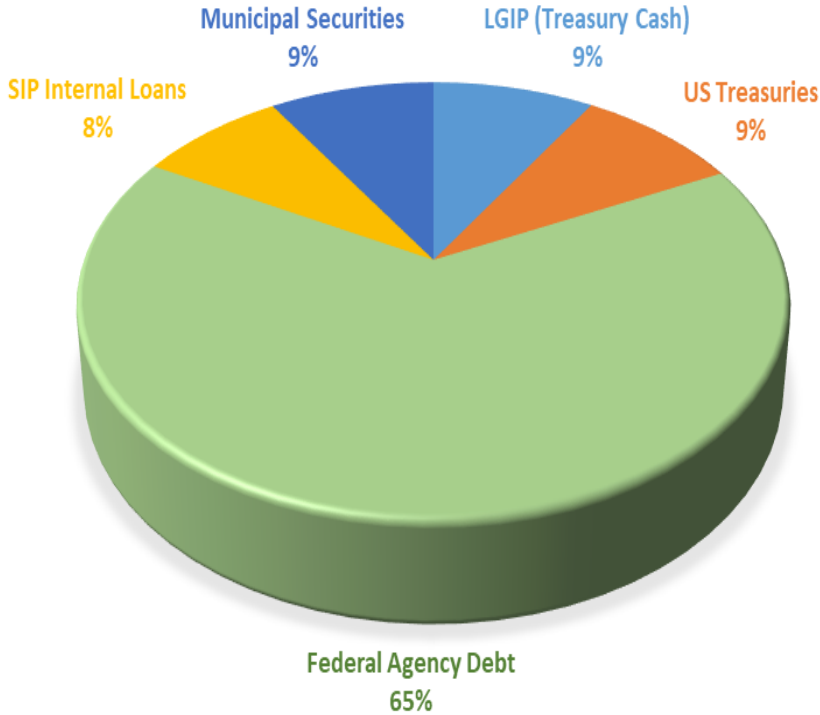
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance
- Internal & External Debt

Current Cash & Investment Balances

| Portfolio Category | December 31, 2022 | March 31, 2023 | Percent of Total |
|--------------------------|--------------------|--------------------|------------------|
| Cash & Equivalents | 49,368,874 | 42,066,031 | 10.94% |
| Fixed Income Investments | 329,798,584 | 311,012,843 | 80.86% |
| SIP Internal Loans | 31,544,386 | 31,544,386 | 8.20% |
| TOTAL | 410,711,844 | 384,623,260 | 100.00% |



Portfolio Composition *(positions)*



| Top Portfolio Holdings | | | |
|-----------------------------------|--------------------|---------------------|-------------------|
| Issuer | Actual Composition | Maximum Composition | Policy Compliance |
| Federal National Mortgage Assoc. | 24% | 40% | Complies |
| Federal Farm Credit Bank | 19% | 40% | Complies |
| Federal Home Loan Bank | 15% | 40% | Complies |
| LGIP (Treasurer's Cash) | 9% | 100% | Complies |
| Municipal Debt | 9% | 10% | Complies |
| US Treasury Securities | 9% | 100% | Complies |
| SIP Loans | 8% | 15% | Complies |
| Private Export Funding Corp | 4% | 40% | Complies |
| Federal Home Loan Mortgage Corp | 2% | 40% | Complies |
| Federal Agriculture Mortgage Crop | 1% | 40% | Complies |

Portfolio Composition (*maturities & purchases*)

Maturities

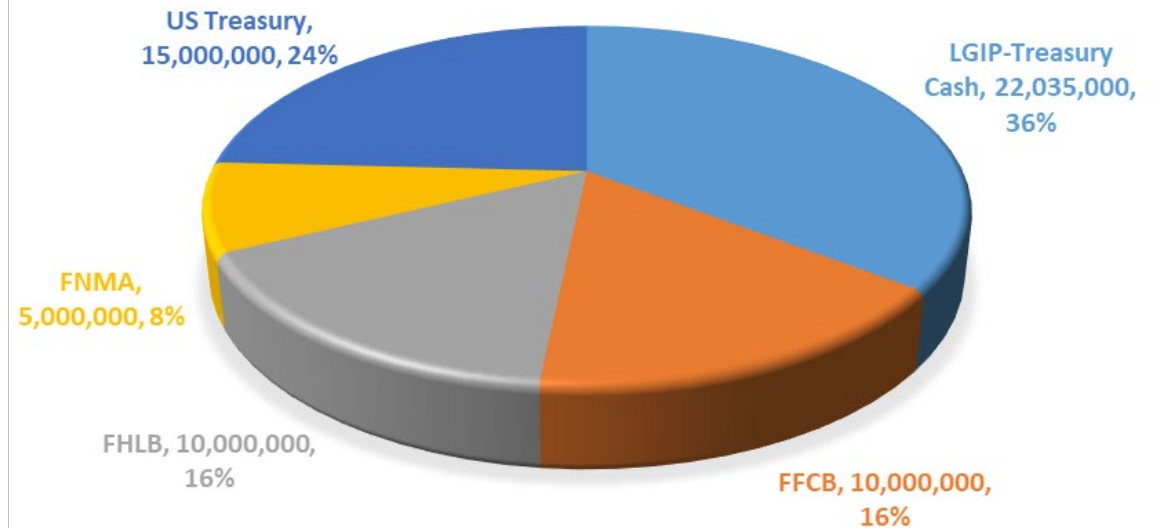
Investment roll-off via security reaching maturity & principal returned to portfolio

- \$3MM 1yr FHLB 0.50% @ 0.54%
- \$3MM 1yr US Treasury 0.60% @ 0.85%
- \$25MM 2yr FFCB 0.10% @ 0.11%
- \$31MM 7yr FHLB 2.13% @ 1.77%

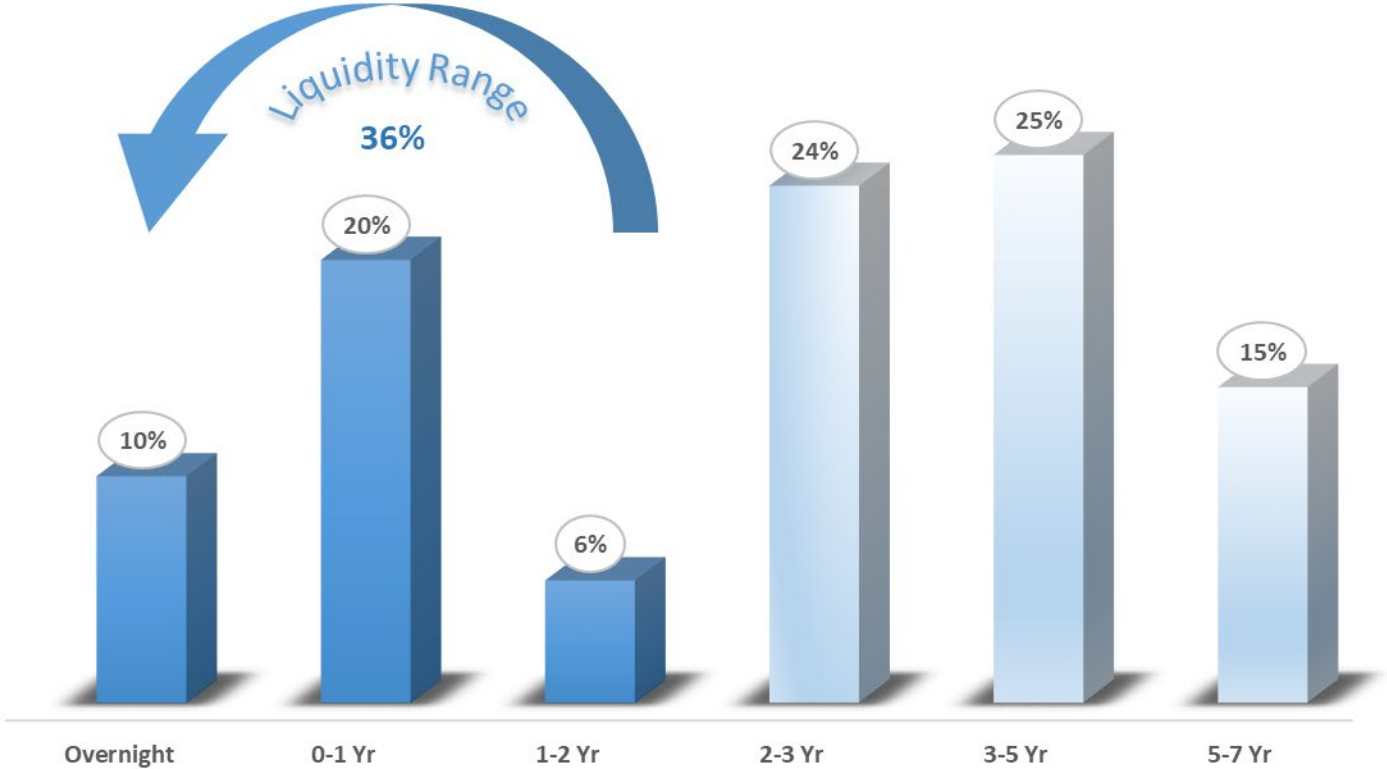
Purchases

New Investments added to portfolio via market purchasing activity.

- \$15MM 3yr US Treasury 2.96% @ 4.26%
- \$10MM 3yr FHLB 4.31% @ 4.60%
- \$5MM 3yr FNMA 1.875% @ 3.635%
- \$10MM 3yr FFCB 4.25% @ 3.766%



Portfolio Composition (*liquidity*)



Portfolio Performance

Unrealized Gains/Losses

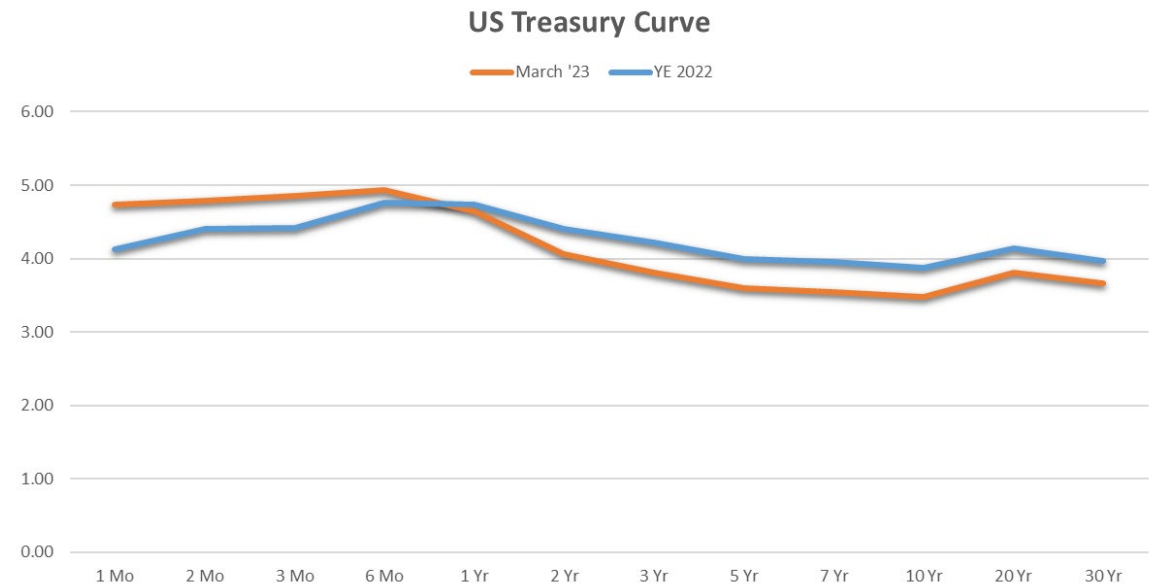
Impact of market-based interest rates on the value of the portfolio.

- \$9.4 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$2.4 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.6 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.4 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.12%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 2.73%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.0 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.91 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.21%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 4.22%

Internal & External Debt

Current SIP Loan Capacity

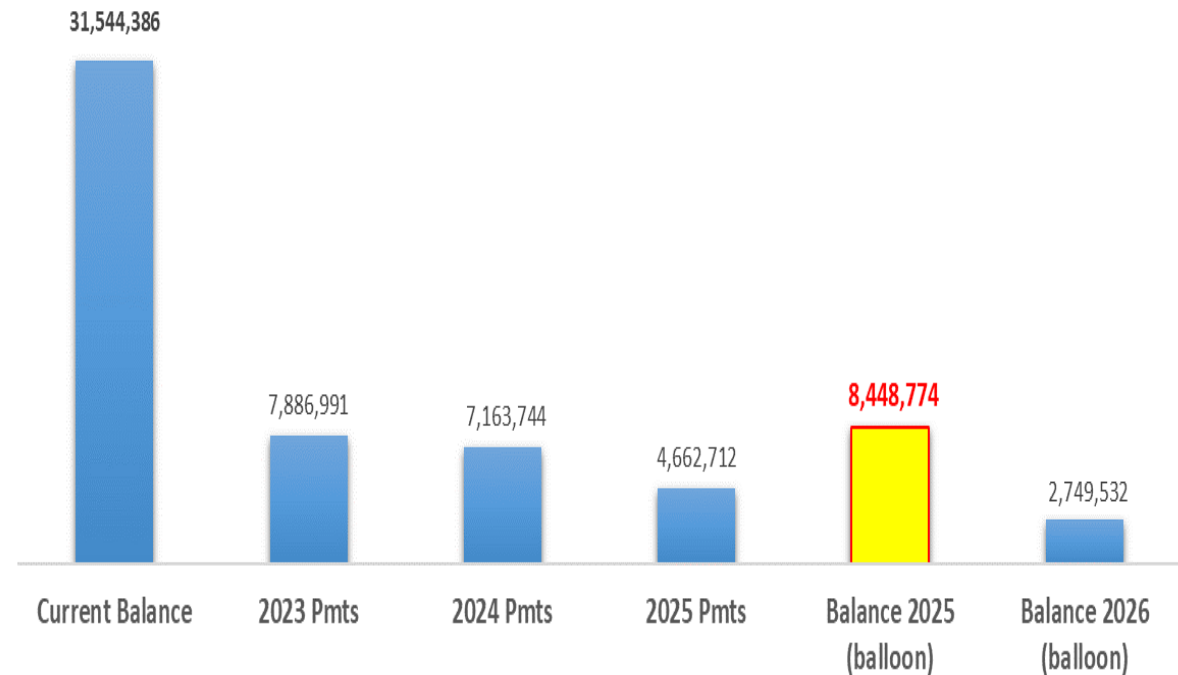
“Room” in portfolio to accommodate additional internal loan requests.

- Gross Portfolio Capacity: \$16.4MM
- Pending Projects (est.): \$4.9MM
- **NET Portfolio Capacity: \$11.5MM**

COS Debt Rating

Moody’s US Cities & Counties Methodology for municipal debt grading.

- New Scorecard Analysis
- Application & Future Quarterly updates.



Questions?

3.3

10 min

3.3 - Quarterly Financial Report

Stratton, Jessica

Council Sponsor: CM Wilkerson. Q1 2023 Quarterly Financial Report

| For Discussion

Attachments

[04-17-2023 Quarterly Financial Report_Briefing Paper.docx](#)

[Q1 2023 Financial Report.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Submitting Department | Finance |
| Contact Name | Jessica Stratton |
| Contact Email & Phone | jstratton@spokanecity.org , 509-625-6369 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min |
| Agenda Item Name | Quarterly Financial Report |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p><u>Background</u> The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.</p> <p><u>Summary</u> The report covers January through March 2023 and end of year CIP notes. As always, due to the timing of data, the report will be submitted the week before committee.</p> |
| Proposed Council Action | n/a |
| <p>Fiscal Impact Total Annual Cost: \$ Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? n/a – recurring financial report | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring financial report | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring financial report | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a – recurring financial report | |

City of Spokane

Quarterly Financial Report

Q1 2023 – January - March

Note: The City of Spokane operates under cash accounting until the year end process begins. At year end the City moves to modified accrual accounting and figures can significantly change.

Finance Division / Department of Management & Budget
4-17-2023

January – March 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND OVERVIEW

| | 2023 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance YTD (Unfavorable)/ Favorable | % Variance YTD (Unfavorable)/ Favorable |
|--------------|----------------------------|--------------------|--------------------|---|--|
| Revenues | \$228,882,286 | \$22,118,655 | \$22,626,574 | \$507,920 | 2.3% |
| Expenditures | \$231,976,145 | \$50,061,034 | \$53,452,322 | (\$3,391,288) | (6.8%) |

*The City of Spokane budgets annual figures. In order to prepare periodic variance reporting, the annual budget is amortized using either the previous year’s trend or the twelve month calendar.

SUMMARY

Through the first quarter of 2023, General Fund revenues are 2.3 percent above City budget projections with approximately \$22.6 million collected year-to-date (YTD) and \$0.9 million more than through Q1 2022. On the expenditure side, actuals are 6.8 percent above budget, or \$3.4 million above YTD budget projections.

CHANGES TO 2023 ADOPTED GENERAL FUND (GF) BUDGET

Changes Adopted GF Revenues

| | |
|--|----------------------|
| Adopted GF Revenues | \$228,882,286 |
| BTs and SBOs - YTD ¹ | \$0 |
| CURRENT REVENUES (Adopted + BTs and SBOs) | \$228,882,286 |

Changes Adopted GF Expenditures

| | |
|--|----------------------|
| Adopted GF Expenditures | \$228,689,174 |
| Encumbrance Carry Forward | \$3,286,971 |
| BTs and SBOs – YTD ¹ | \$0 |
| CURRENT EXPENDITURES (Adopted + Encumbrance + BTs and SBOs) | \$231,976,145 |

1-There were no BTs and SBOs for Q1.

Note: Encumbrance Carry Forward budgets are for contracted goods or services, grants, or capital projects from the prior fiscal year which continue into the current fiscal year; funds to pay for these expenses are set aside in reserve. City Council passed ORD C36353 on February 6, 2023 to carry budget capacity forward from 2022 into 2023.

January – March 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND REVENUES

| Department | 2023 Amended Budget | YTD Actuals | % Received |
|----------------------------------|---------------------|-------------------|------------|
| 0020 NONDEPARTMENTAL | 205,020,450 | 19,089,337 | 9% |
| 0260 CITY CLERK | 750 | 73 | 10% |
| 0300 HUMAN SERVICES | 30,000 | 4,413 | 15% |
| 0320 COUNCIL | 0 | 971 | 0% |
| 0350 COMMUNITY CENTERS | 95,756 | 23,939 | 25% |
| 0370 ENGINEERING SERVICES | 9,137,261 | 1,932,516 | 21% |
| 0410 FINANCE | 81,000 | 8,710 | 11% |
| 0450 NEIGHBHD HOUSING HUMAN SVCS | 305,371 | 0 | 0% |
| 0470 HISTORIC PRESERVATION | 49,082 | 1,950 | 4% |
| 0500 LEGAL | 684,000 | 9,889 | 1% |
| 0550 NEIGHBORHOOD SERVICES | 42,500 | 7,000 | 16% |
| 0560 MUNICIPAL COURT | 2,209,108 | 449,146 | 20% |
| 0570 OFFICE OF HEARING EXAMINER | 30,000 | 21,475 | 72% |
| 0650 PLANNING SERVICES | 48,050 | 12,000 | 25% |
| 0680 POLICE | 10,013,195 | 948,490 | 9% |
| 0690 COMMUNITY JUSTICE SERVICES | 580,562 | 15,625 | 3% |
| 0700 PUBLIC DEFENDER | 238,975 | 101,002 | 42% |
| 0750 COMMUNITY/ECONOMIC DEV DVSN | 316,226 | 0 | 0% |
| TOTAL | 228,882,286 | 22,626,535 | 10% |

Non-departmental: 90% of General Fund revenue is budgeted in this department which receives most of the City’s sales tax, property tax and utility tax. The majority of property taxes are received in May and November.

| Non-Departmental | 2023 YTD Actuals | 2022 YTD Actuals | Change |
|----------------------------------|-------------------|-------------------|-----------|
| 31000 TAXES | 14,735,881 | 14,576,028 | 1% |
| 32000 LICENSES & PERMITS | 1,344,570 | 1,290,458 | 4% |
| 33000 INTERGOVERNMENTAL REVENUES | 139,330 | 351,428 | -60% |
| 34000 CHARGES FOR SERVICES | 1,340,423 | 1,365,272 | -2% |
| 35000 FINES & FORFEITS | 541 | 355 | 52% |
| 36000 MISCELLANEOUS REVENUES | 1,528,592 | 535,163 | 186% |
| TOTAL | 19,089,337 | 18,118,704 | 5% |

The table above shows taxes, licenses & permits and especially miscellaneous revenues are contributing to revenue growth.

January – March 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

| Revenue Category | 2023 Amended Budget | Budget YTD* | Actuals YTD | % Variance YTD -Unfavorable/ Favorable | \$ Actuals YTD vs. Prior Year (Unfavorable)/ Favorable |
|---|---------------------|-------------------|-------------------|--|--|
| Sales Tax – GF Only | 63,800,000 | 4,185,359 | 4,492,645 | 7.3% | 436,918 |
| <i>Local Retail Sales Tax – GF Only</i> | <i>58,650,000</i> | <i>3,832,619</i> | <i>4,074,496</i> | <i>6.3%</i> | <i>375,777</i> |
| Property Tax | 49,000,000 | 169,120 | 230,650 | 36.4% | 63,545 |
| Interfund Utility Taxes | 47,555,000 | 5,910,507 | 4,832,314 | -18.2% | (730,801) |
| Business Taxes | 24,736,000 | 4,856,058 | 5,319,169 | 9.5% | 370,880 |
| <i>Taxes on Private Utilities</i> | <i>24,411,000</i> | <i>4,859,191</i> | <i>5,317,050</i> | <i>9.4%</i> | <i>365,932</i> |
| Charges for Services (Services Provided by City Departments) | 19,692,258 | 3,424,490 | 3,607,839 | 5.4% | (39,126) |
| Licenses & Permits | 7,098,000 | 1,346,275 | 1,383,336 | 2.8% | 57,545 |
| <i>Business Registrations</i> | <i>4,420,000</i> | <i>1,090,185</i> | <i>1,122,706</i> | <i>3.0%</i> | <i>47,550</i> |
| <i>Franchise Fees</i> | <i>2,360,000</i> | <i>188,664</i> | <i>213,913</i> | <i>13.4%</i> | <i>25,061</i> |
| Miscellaneous Revenue | 6,173,988 | 867,113 | 1,611,081 | 85.8% | 974,122 |
| <i>Interest Earnings</i> | <i>4,810,000</i> | <i>421,711</i> | <i>949,347</i> | <i>125.1%</i> | <i>599,559</i> |
| Intergovernmental Revenues | 4,364,975 | 635,258 | 485,291 | -23.6% | (204,987) |
| <i>Cannabis Use Tax</i> | <i>500,000</i> | <i>114,408</i> | <i>160,282</i> | <i>40.1%</i> | <i>7,713</i> |
| Fines & Forfeits | 1,919,000 | 555,755 | 439,791 | -20.9% | (89,800) |
| <i>Traffic & Parking Violations</i> | <i>1,705,500</i> | <i>497,530</i> | <i>388,838</i> | <i>-21.8%</i> | <i>(85,934)</i> |
| Other Taxes | 1,720,000 | 164,276 | 207,751 | 26.5% | 46,139 |
| <i>Admission Tax</i> | <i>1,400,000</i> | <i>166,862</i> | <i>206,976</i> | <i>24.0%</i> | <i>45,861</i> |
| Operating Transfer-In | 2,783,065 | 0 | 0 | | 0 |
| Disposition of Fixed Assets | 40,000 | 4,444 | 16,706 | | 16,706 |
| TOTAL | 228,882,286 | 22,118,655 | 22,626,574 | 2.3% | 901,140 |

REVENUE OVERVIEW

Sales tax and local retail sales tax revenues (January 2023 activity) are both tracking above budget projections and prior year actuals. Property tax revenue is tracking above budget projections by about \$64 thousand. Taxes on Private Utilities are 9.4 percent above projections while Interfund Taxes, City utilities, are 18.2 percent below YTD projections. The revenue category that has contributed the most to the favorable variance, is Miscellaneous Revenue which is above budget 85.8 percent. This is being driven by an increase in interest earnings from the SIP portfolio and by the fact that Airway Heights paid their annual annexation mitigation payment much earlier than in the past.

January – March 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND EXPENDITURES

| Department | 2023 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance YTD (Unfavorable)/ Favorable |
|-------------------------------|---------------------------|-------------------|-------------------|--|
| Allocations to Other Depts | 94,531,062 | 23,632,766 | 24,966,560 | (1,333,795) |
| City Clerk | 888,073 | 189,919 | 158,062 | 31,857 |
| Civil Service | 1,801,064 | 325,337 | 366,802 | (41,464) |
| NHHS Division | 569,511 | 57,383 | 93,935 | (36,553) |
| Community Centers | 794,352 | 74,022 | 105,977 | (31,955) |
| Council | 2,426,459 | 489,698 | 434,058 | 55,641 |
| Economic Development | 2,478,663 | 52,839 | 233,773 | (180,934) |
| Engineering Services | 8,293,772 | 1,580,829 | 1,465,045 | 115,784 |
| Finance | 1,855,733 | 344,408 | 334,978 | 9,429 |
| Grants Management | 0 | 0 | 0 | 0 |
| Historic Preservation | 278,378 | 53,652 | 76,452 | (22,800) |
| Human Resources | 1,370,241 | 261,602 | 198,916 | 62,685 |
| Human Services | 3,866,926 | 904,651 | 620,355 | 284,296 |
| Internal Service Charges | 12,305,855 | 3,137,135 | 2,971,485 | 165,650 |
| Legal | 4,800,488 | 997,258 | 1,015,795 | (18,537) |
| Mayor | 1,337,678 | 286,933 | 243,179 | 43,753 |
| Municipal Court | 4,578,702 | 919,261 | 759,994 | 159,267 |
| Neighborhood Services | 631,258 | 148,275 | 97,477 | 50,798 |
| Non-departmental | 5,553,603 | 543,578 | 893,531 | (349,953) |
| Office of Civil Rights | 388,870 | 68,648 | 21,351 | 47,297 |
| Office of Hearing Examiner | 287,312 | 59,589 | 59,538 | 51 |
| Office of Youth | 45,000 | 0 | 0 | 0 |
| Planning Services | 2,640,540 | 592,460 | 501,325 | 91,135 |
| Police | 73,209,502 | 13,974,364 | 16,403,829 | (2,429,465) |
| Police Ombudsman | 495,861 | 90,670 | 90,828 | (158) |
| Community Justice Services | 2,029,166 | 360,605 | 342,870 | 17,734 |
| Public Affairs/Communications | 1,288,979 | 253,292 | 293,607 | (40,315) |
| Public Defender | 3,229,098 | 661,862 | 702,600 | (40,738) |
| TOTAL | 231,976,145 | 50,061,034 | 53,452,322 | (3,391,288) |

Through the first quarter, overall General Fund spending appears to be over budget *projections*. As mentioned before in this report, the City operates under cash accounting throughout the year, meaning accruals are not made, and the City budgets annual figures, meaning monthly budgets are simply calculated. Due to these circumstances, variance reporting is very sensitive to actuals and it is often difficult to know if a department is operating outside of budget parameters throughout the year. For this quarter, all departments with a projected over budget were scrutinized wherein their expenses were evaluated using two different methods: annualization and averaging. At this time, all but one department appears to be trending within budget. The Public Affairs/Communications department paid a significant amount of terminated sick & vacation pay at the retirement of a director and will remain over budget.

January – March 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

| Expense Category | 2023 Amended Budget | Budget YTD* | Actuals YTD | YTD Variance (Unfavorable)/ Favorable |
|--------------------------------------|---------------------|-------------|-------------|---------------------------------------|
| 51000 SALARIES & WAGES | 79,959,193 | 19,989,798 | 16,922,331 | 3,067,467 |
| 52000 PERSONNEL BENEFITS | 20,239,136 | 4,593,741 | 5,149,880 | (556,139) |
| 53000 SUPPLIES | 2,004,912 | 263,579 | 470,716 | (207,137) |
| 54000 OTHER SERVICES & CHARGES | 18,100,756 | 2,229,222 | 2,447,328 | (218,106) |
| 56000 CAPITAL OUTLAY | 109,041 | 40,112 | 4,386 | 35,725 |
| 57000 DEBT SERVICE - PRINCIPAL | 0 | 0 | 0 | 0 |
| 58000 DEBT SERVICE - INTEREST | 0 | 0 | 0 | 0 |
| 59000 INTERFUND PAYMENT FOR SERVICES | 14,622,921 | 2,973,307 | 3,391,747 | (418,439) |
| 59950 RESERVE FOR BUDGET ADJUSTMENT | 521,822 | 0 | 0 | 0 |
| 80100 OPERATING TRANSFERS OUT | 96,418,363 | 21,467,763 | 25,066,560 | (3,598,797) |

EXPENDITURE OVERVIEW

Personnel Benefits appear over budget because Medicare is budgeted under Salaries & Wages, yet is paid out of Benefits. The budget will be aligned next year. As for Supplies and Other Services & Charges, this unfavorability appears to be a timing issue in that several operating supplies and membership dues were paid for at the beginning of the year. The Interfund Payment for Services over budget is caused by one Internal Service department billing annually at the beginning of the year rather than throughout the year. That department’s process is being re-evaluated. Finally, Operating Transfers Out are over budget because Fire has received two advances so far this year. Fire routinely receives General Fund advances at the beginning of the year until May property taxes are received.

At this time there are no significant variances within the General Fund that warrant a budget adjustment.



QUARTERLY FINANCIAL REPORT
GENERAL FUND FINANCIAL AND RESERVE SUMMARY - Q1 2023
 March 31, 2023

| | | Actual % |
|---|--------------------|----------|
| BEGINNING BALANCES (actual as of 12/31/2022, unaudited) | | |
| --Assigned Funds for Encumbrance Rollover | 3,286,971 | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 7,362,901 | 3.2% |
| --Contingency Reserve Balance (target 10.0% of expenditures) | 21,065,706 | 9.2% |
| --Unappropriated Fund Balance | TBD | |
| Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated) | 28,428,607 | |
| <i>Total's (less Encumbrance Rollover) % of Adopted Revenues</i> | 12.4% | |
| | | |
| 2023 Adopted General Fund Revenues | 228,882,286 | |
| Add - 2023 Approved Budget Changes QR1 | - | |
| Add - 2023 Approved Budget Changes QR2 | - | |
| Add - 2023 Approved Budget Changes QR3 | - | |
| Add - 2023 Approved Budget Changes QR4 | - | |
| Amended General Fund Revenue | 228,882,286 | |
| | | |
| 2023 Adopted General Fund Expenses | 228,689,174 | |
| Add - 2022 Encumbrance Rollovers | 3,286,971 | |
| Add - 2023 Approved Budget Changes QR1 | - | |
| Add - 2023 Approved Budget Changes QR2 | - | |
| Add - 2023 Approved Budget Changes QR3 | - | |
| Add - 2023 Approved Budget Changes QR4 | - | |
| Amended General Fund Expenses | 231,976,145 | |
| | | |
| ENDING BALANCES | CALCULATED | Actual % |
| --Assigned Funds for Encumbrance Rollover | - | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 7,362,901 | 3.2% |
| --Contingency Reserve Balance (target 10.0% of expenditures) | 21,065,706 | 9.2% |
| --Unappropriated Fund Balance | 193,112 | |
| Total Available Reserves | 28,621,719 | |
| <i>Total's % of Adopted Expenditures</i> | 12.5% | |
| <i>Unappropriated's % of Adopted Expenditures</i> | 0.1% | |
| | | |
| DIFFERENCE FROM RESERVE ACCOUNT TARGETS | | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 647,979 | |
| --Contingency Reserve Balance (target 10.0% of expenditures) | 1,803,211 | |

The 2022 unappropriated fund balance is unknown at this time because the year end process is not complete. So far this year, because General Fund budget adjustments have not been made, the adopted revenue and expenditure figures remain unchanged.

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

OTHER FUND REVENUES

| Department | 2023 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance |
|-------------------------------------|---------------------|-------------|-------------|-------------|
| 1100 STREET FUND | 26,693,756 | 6,673,439 | 397,065 | -6,276,374 |
| 1200 CODE ENFORCEMENT FUND | 3,484,818 | 871,205 | 1,047,675 | 176,471 |
| 1300 LIBRARY FUND | 12,367,348 | 3,091,837 | 2,362,922 | -728,915 |
| 1340 HISTORIC PRESERVATION INCENTIV | 8,650 | 2,163 | 1,680 | -483 |
| 1350 PENSION CONTRIBUTIONS FUND | 9,797,405 | 2,449,351 | 233,043 | -2,216,308 |
| 1360 MISCELLANEOUS GRANTS FUND | 2,834,228 | 708,557 | 455,398 | -253,159 |
| 1370 DOMESTIC VIOLENCE PREVENTION | 500 | 125 | 211 | 86 |
| 1380 TRAFFIC CALMING MEASURES | 7,331,094 | 1,832,774 | 1,241,093 | -591,680 |
| 1390 URBAN FORESTRY FUND | 20,000 | 5,000 | 1,000 | -4,000 |
| 1400 PARKS AND RECREATION FUND | 24,309,223 | 6,077,306 | 5,272,330 | -804,976 |
| 1440 FIRE GRANTS MISCELLANEOUS | 552,601 | 138,150 | 0 | -138,150 |
| 1460 PARKING METER REVENUE FUND | 6,365,900 | 1,591,475 | 927,034 | -664,441 |
| 1500 PATHS AND TRAILS RESERVE FUND | 135,500 | 33,875 | 3,173 | -30,702 |
| 1540 HUMAN SERVICES GRANTS FUND | 15,745,156 | 3,936,289 | -7,389 | -3,943,678 |
| 1541 CONTINUUM OF CARE | 7,640,796 | 1,910,199 | 35,039 | -1,875,160 |
| 1560 FORFEITURES & CONTRIBUTION FND | 395,868 | 98,967 | 15,162 | -83,805 |
| 1590 HOTEL/MOTEL TAX FUND | 4,518,803 | 1,129,701 | 251,652 | -878,049 |
| 1595 HOUSING SALES TAX | 6,000,000 | 1,500,000 | 531,555 | -968,445 |
| 1610 REET 2ND QUARTER PERCENT | 6,000,000 | 1,500,000 | 487,644 | -1,012,356 |
| 1615 REET 1ST QUARTER PERCENT | 6,000,000 | 1,500,000 | 483,087 | -1,016,913 |
| 1620 PUBLIC SAFETY & JUDICIAL GRANT | 2,929,877 | 732,469 | 345,940 | -386,529 |
| 1625 PUBLIC SAFETY PERSONNEL FUND | 6,710,280 | 1,677,570 | 28,002 | -1,649,568 |
| 1630 COMBINED COMMUNICATIONS CENTER | 0 | 0 | 247,081 | 247,081 |
| 1640 COMMUNICATIONS BLDG M&O FUND | 286,692 | 71,673 | 0 | -71,673 |
| 1650 COMMUNITY DEVELOPMENT FUND | 15,000 | 3,750 | 897 | -2,853 |
| 1690 COMM DEVELOPMENT BLOCK GRANTS | 10,230,000 | 2,557,500 | -922,575 | -3,480,075 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|------------|
| 1695 CDBG REVOLVING LOAN FUND | 2,000,000 | 500,000 | 202,851 | -297,149 |
| 1700 MISC COMMUNITY DEVP MNT GRANTS | 19,000 | 4,750 | 4,386 | -364 |
| 1710 HOME ENTITLEMENT PROGRAM | 5,400,000 | 1,350,000 | -58,938 | -1,408,938 |
| 1715 HOME REVOLVING LOAN FUND | 385,000 | 96,250 | 14,574 | -81,676 |
| 1720 HOUSING ASSISTANCE PROGRAM | 2,500 | 625 | 1,062 | 437 |
| 1725 AFFORDABLE & SUPTIVE HOUSING | 400,000 | 100,000 | 27,714 | -72,286 |
| 1760 EMERGENCY RENTAL ASSTNCE GRANT | 150,000 | 37,500 | 229,233 | 191,733 |
| 1770 HOUSING TRUST GRANT FUND | 1,600 | 400 | 809 | 409 |
| 1780 RENTAL REHABILITATION FUND | 51,150 | 12,788 | 5,231 | -7,556 |
| 1890 TRIAL COURT IMPROVEMENT FUND | 64,608 | 16,152 | 16,575 | 423 |
| 1910 CRIMINAL JUSTICE ASSISTANCE FD | 7,078,000 | 1,769,500 | 320,581 | -1,448,919 |
| 1920 FINANCIAL PARTNERSHIP FUND | 189,815 | 47,454 | 0 | -47,454 |
| 1940 CHANNEL FIVE EQUIPMENT RESERVE | 230,430 | 57,608 | -3,681 | -61,288 |
| 1950 PARK CUMULATIVE RESERVE FUND | 4,192,500 | 1,048,125 | 314,084 | -734,041 |
| 1970 FIRE/EMS FUND | 68,996,643 | 17,249,161 | 14,980,637 | -2,268,523 |
| 1980 DEFINED CONTRIBUTION ADMIN FND | 75,000 | 18,750 | 0 | -18,750 |
| 1985 VOYA DEFINED CONTR ADMIN FUND | 46,000 | 11,500 | 4,266 | -7,234 |
| 1990 TRANSPORTATION BENEFIT FUND | 3,277,827 | 819,457 | 461,490 | -357,966 |
| 2100 GO BOND REDEMPTION FUND | 17,160,562 | 4,290,141 | 49,797 | -4,240,343 |
| 2300 SPECIAL ASSESSMENT DEBT FUND | 530,000 | 132,500 | 45,245 | -87,255 |
| 2350 SPECIAL ASSESSMENT GUARANTY FD | 2,500 | 625 | 0 | -625 |
| 2500 IRON BRIDGE TIF DEBT SERVICE | 101,361 | 25,340 | 2,840 | -22,500 |
| 2502 UNIVERSITY DISTRICT LRF DS | 275,000 | 68,750 | 0 | -68,750 |
| 3200 ARTERIAL STREET FUND | 51,564,939 | 12,891,235 | 4,415,161 | -8,476,074 |
| 3346 UTGO 2015 PARKS | 0 | 0 | 3,688 | 3,688 |
| 3365 2018 UTGO LIBRARY CAPITAL BOND | 0 | 0 | 18,447 | 18,447 |
| 3500 KENDALL YARDS TIF | 400,000 | 100,000 | 61 | -99,939 |
| 3501 WEST QUADRANT TIF | 465,000 | 116,250 | 1,815 | -114,435 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|-------------|
| 3502 UNIVERSITY DISTRICT LRF | 195,000 | 48,750 | 250 | -48,500 |
| 4100 WATER DIVISION | 53,217,064 | 13,304,266 | 7,773,019 | -5,531,247 |
| 4210 WATER/WW DEBT SERVICE FUND | 13,548,028 | 3,387,007 | 0 | -3,387,007 |
| 4250 INTEGRATED CAPITAL MANAGEMENT | 93,821,036 | 23,455,259 | 12,168,311 | -11,286,948 |
| 4310 SEWER MAINTENANCE DIVISION | 50,136,858 | 12,534,215 | 13,072,490 | 538,275 |
| 4320 RIVERSIDE PARK RECLAMATION FAC | 7,985,294 | 1,996,324 | 2,100,190 | 103,866 |
| 4330 STORMWATER | 8,975,577 | 2,243,894 | 0 | -2,243,894 |
| 4360 ENVIRONMENTAL PROGRAMS | 608,549 | 152,137 | 0 | -152,137 |
| 4370 SEWER CONSTRUCTION FUND | 0 | 0 | 304,735 | 304,735 |
| 4490 SOLID WASTE DISPOSAL | 24,063,266 | 6,015,817 | 4,559,708 | -1,456,109 |
| 4500 SOLID WASTE COLLECTION | 64,668,100 | 16,167,025 | 13,924,938 | -2,242,087 |
| 4530 SOLID WASTE LANDFILLS | 421,263 | 105,316 | 22,348 | -82,968 |
| 4600 GOLF FUND | 4,924,818 | 1,231,205 | 384,181 | -847,024 |
| 4700 DEVELOPMENT SVCS CENTER | 9,407,000 | 2,351,750 | 1,966,608 | -385,142 |
| 5100 FLEET SERVICES FUND | 17,403,857 | 4,350,964 | 2,771,450 | -1,579,514 |
| 5110 FLEET SVCS EQUIP REPL FUND | 2,802,447 | 700,612 | 421,874 | -278,738 |
| 5200 PUBLIC WORKS AND UTILITIES | 6,289,180 | 1,572,295 | 1,535,621 | -36,674 |
| 5300 IT FUND | 14,269,832 | 3,567,458 | 2,362,519 | -1,204,939 |
| 5310 IT CAPITAL REPLACEMENT FUND | 1,835,897 | 458,974 | 246,031 | -212,944 |
| 5400 REPROGRAPHICS FUND | 762,584 | 190,646 | 64,101 | -126,545 |
| 5500 PURCHASING & STORES FUND | 1,323,645 | 330,911 | 262,625 | -68,286 |
| 5600 ACCOUNTING SERVICES | 5,781,275 | 1,445,319 | 1,015,538 | -429,781 |
| 5700 MY SPOKANE | 1,921,854 | 480,464 | 480,467 | 3 |
| 5750 OFFICE OF PERFORMANCE MGMT | 1,644,489 | 411,122 | 1,536,489 | 1,125,367 |
| 5800 RISK MANAGEMENT FUND | 7,165,000 | 1,791,250 | 1,636,261 | -154,989 |
| 5810 WORKERS' COMPENSATION FUND | 6,829,500 | 1,707,375 | 1,727,890 | 20,515 |
| 5820 UNEMPLOYMENT COMPENSATION FUND | 304,000 | 76,000 | 83,194 | 7,194 |
| 5830 EMPLOYEES BENEFITS FUND | 46,270,354 | 11,567,589 | 11,268,753 | -298,835 |
| 5900 FACILITIES MANAGEMENT FUND OPS | 5,357,185 | 1,339,296 | 691,940 | -647,356 |
| 5901 ASSET MANAGEMENT FUND CAPITAL | 11,122,121 | 2,780,530 | 970,932 | -1,809,598 |
| 5902 PROPERTY ACQUISITION POLICE | 3,484,947 | 871,237 | 285,375 | -585,862 |
| 5903 PROPERTY ACQUISITION FIRE | 5,106,505 | 1,276,626 | 492 | -1,276,134 |
| 5904 FACILITIES CAPITAL | 7,136,946 | 1,784,237 | 160,148 | -1,624,089 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|------------------------------------|--------------------|--------------------|--------------------|--------------------|
| 6010 FINCH MEMORIAL ARBORETUM FUND | 8,000 | 2,000 | 386 | -1,614 |
| 6100 RETIREMENT | 28,302,000 | 7,075,500 | 14,647,411 | 7,571,911 |
| 6200 FIREFIGHTERS' PENSION FUND | 4,998,349 | 1,249,587 | 175,888 | -1,073,700 |
| 6230 BUILDING CODE RECORDS MGMT | 60,000 | 15,000 | 10,539 | -4,462 |
| 6250 MUNICIPAL COURT | 1,500,100 | 375,025 | 156,455 | -218,570 |
| 6300 POLICE PENSION | 3,579,556 | 894,889 | 352,244 | -542,645 |
| TOTAL | 840,664,406 | 210,166,102 | 133,638,041 | -76,528,060 |

The timing of revenue received in other funds can be dependent on several things like when grants start or stop or when projects begin or even the weather.

OTHER FUND EXPENDITURES

| Department | 2023 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance |
|-------------------------------------|---------------------|-------------|-------------|-------------|
| 1100 STREET FUND | 37,185,000 | 9,296,250 | 5,684,046 | 3,612,204 |
| 1200 CODE ENFORCEMENT FUND | 3,629,508 | 907,377 | 714,142 | 193,235 |
| 1300 LIBRARY FUND | 12,686,466 | 3,171,616 | 2,706,990 | 464,626 |
| 1340 HISTORIC PRESERVATION INCENTIV | 15,000 | 3,750 | 0 | 3,750 |
| 1350 PENSION CONTRIBUTIONS FUND | 9,797,405 | 2,449,351 | 172,842 | 2,276,510 |
| 1360 MISCELLANEOUS GRANTS FUND | 2,834,232 | 708,558 | 21,323 | 687,235 |
| 1370 DOMESTIC VIOLENCE PREVENTION | 500 | 125 | | 125 |
| 1380 TRAFFIC CALMING MEASURES | 13,681,664 | 3,420,416 | 158,596 | 3,261,820 |
| 1390 URBAN FORESTRY FUND | 20,000 | 5,000 | | 5,000 |
| 1400 PARKS AND RECREATION FUND | 24,972,299 | 6,243,075 | 3,805,910 | 2,437,164 |
| 1425 AMERICAN RESCUE PLAN | 63,757,271 | 15,939,318 | 3,931,898 | 12,007,419 |
| 1440 FIRE GRANTS MISCELLANEOUS | 552,602 | 138,151 | 256 | 137,894 |
| 1460 PARKING METER REVENUE FUND | 5,985,752 | 1,496,438 | 568,422 | 928,016 |
| 1500 PATHS AND TRAILS RESERVE FUND | 781,947 | 195,487 | 11,250 | 184,237 |
| 1540 HUMAN SERVICES GRANTS FUND | 25,738,148 | 6,434,537 | 5,636,464 | 798,073 |
| 1541 CONTINUUM OF CARE | 11,986,458 | 2,996,615 | 772,351 | 2,224,264 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|-----------|
| 1560 FORFEITURES & CONTRIBUTION FND | 672,180 | 168,045 | 26,105 | 141,941 |
| 1590 HOTEL/MOTEL TAX FUND | 4,773,755 | 1,193,439 | 4,346 | 1,189,093 |
| 1595 HOUSING SALES TAX | 3,214,350 | 803,588 | 698,631 | 104,956 |
| 1610 REET 2ND QUARTER PERCENT | 14,517,770 | 3,629,443 | | 3,629,443 |
| 1615 REET 1ST QUARTER PERCENT | 15,903,129 | 3,975,782 | 160,148 | 3,815,635 |
| 1620 PUBLIC SAFETY & JUDICIAL GRANT | 2,713,421 | 678,355 | 224,460 | 453,895 |
| 1625 PUBLIC SAFETY PERSONNEL FUND | 9,029,930 | 2,257,483 | 1,455,528 | 801,955 |
| 1640 COMMUNICATIONS BLDG M&O FUND | 342,310 | 85,578 | 46,699 | 38,878 |
| 1650 COMMUNITY DEVELOPMENT FUND | 45,000 | 11,250 | 4,907 | 6,343 |
| 1680 CD/HS OPERATIONS | 0 | 0 | 38,493 | -38,493 |
| 1690 COMM DEVELOPMENT BLOCK GRANTS | 12,837,910 | 3,209,478 | 232,262 | 2,977,215 |
| 1695 CDBG REVOLVING LOAN FUND | 4,003,823 | 1,000,956 | 202,573 | 798,383 |
| 1700 MISC COMMUNITY DEVPMT GRANTS | 1,388,908 | 347,227 | 523 | 346,704 |
| 1710 HOME ENTITLEMENT PROGRAM | 5,438,634 | 1,359,659 | 47,465 | 1,312,194 |
| 1715 HOME REVOLVING LOAN FUND | 1,085,000 | 271,250 | | 271,250 |
| 1720 HOUSING ASSISTANCE PROGRAM | 177,500 | 44,375 | | 44,375 |
| 1725 AFFORDABLE & SUPTIVE HOUSING | 978,700 | 244,675 | 212,965 | 31,710 |
| 1760 EMERGENCY RENTAL ASSTNCE GRANT | 1,018,745 | 254,686 | 558,754 | -304,067 |
| 1770 HOUSING TRUST GRANT FUND | 211,600 | 52,900 | | 52,900 |
| 1780 RENTAL REHABILITATION FUND | 411,150 | 102,788 | 7,855 | 94,933 |
| 1890 TRIAL COURT IMPROVEMENT FUND | 64,608 | 16,152 | | 16,152 |
| 1910 CRIMINAL JUSTICE ASSISTANCE FD | 17,153,237 | 4,288,309 | 3,378,366 | 909,943 |
| 1920 FINANCIAL PARTNERSHIP FUND | 1,076,680 | 269,170 | | 269,170 |
| 1940 CHANNEL FIVE EQUIPMENT RESERVE | 230,433 | 57,608 | 9,464 | 48,145 |
| 1950 PARK CUMULATIVE RESERVE FUND | 7,754,293 | 1,938,573 | 80,016 | 1,858,557 |
| 1970 FIRE/EMS FUND | 69,759,542 | 17,439,885 | 14,495,958 | 2,943,928 |
| 1980 DEFINED CONTRIBUTION ADMIN FND | 68,800 | 17,200 | 15,062 | 2,138 |
| 1985 VOYA DEFINED CONTR ADMIN FUND | 45,913 | 11,478 | 163 | 11,315 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|-------------------------------------|-------------|------------|-----------|------------|
| 1990 TRANSPORTATION BENEFIT FUND | 9,046,763 | 2,261,691 | 214,987 | 2,046,704 |
| 2100 GO BOND REDEMPTION FUND | 17,160,562 | 4,290,141 | 13 | 4,290,127 |
| 2300 SPECIAL ASSESSMENT DEBT FUND | 183,982 | 45,996 | 382 | 45,613 |
| 2350 SPECIAL ASSESSMENT GUARANTY FD | 8,000 | 2,000 | | 2,000 |
| 2500 IRON BRIDGE TIF DEBT SERVICE | 101,361 | 25,340 | 0 | 25,340 |
| 2502 UNIVERSITY DISTRICT LRF DS | 224,225 | 56,056 | | 56,056 |
| 3160 GENERAL CAPITAL IMPROVEMENTS | 40,000 | 10,000 | | 10,000 |
| 3200 ARTERIAL STREET FUND | 52,074,930 | 13,018,733 | 1,538,000 | 11,480,733 |
| 3346 UTGO 2015 PARKS | 958,650 | 239,663 | 4,622 | 235,041 |
| 3365 2018 UTGO LIBRARY CAPITAL BOND | 9,715,096 | 2,428,774 | 2,606,282 | -177,508 |
| 3495 CAPITAL IMPROVEMENTS 1995 | 40,778 | 10,195 | | 10,195 |
| 3500 KENDALL YARDS TIF | 400,000 | 100,000 | 0 | 100,000 |
| 3501 WEST QUADRANT TIF | 1,953,935 | 488,484 | 0 | 488,484 |
| 3502 UNIVERSITY DISTRICT LRF | 195,000 | 48,750 | 0 | 48,750 |
| 4100 WATER DIVISION | 83,446,564 | 20,861,641 | 8,221,911 | 12,639,730 |
| 4210 WATER/WW DEBT SERVICE FUND | 13,548,028 | 3,387,007 | | 3,387,007 |
| 4250 INTEGRATED CAPITAL MANAGEMENT | 122,813,232 | 30,703,308 | 9,338,199 | 21,365,109 |
| 4310 SEWER MAINTENANCE DIVISION | 39,995,128 | 9,998,782 | 4,261,182 | 5,737,600 |
| 4320 RIVERSIDE PARK RECLAMATION FAC | 36,078,360 | 9,019,590 | 6,110,388 | 2,909,202 |
| 4330 STORMWATER | 9,216,003 | 2,304,001 | 1,462,386 | 841,615 |
| 4360 ENVIRONMENTAL PROGRAMS | 565,193 | 141,298 | 79,125 | 62,173 |
| 4370 SEWER CONSTRUCTION FUND | 1,634,663 | 408,666 | 613,311 | -204,645 |
| 4490 SOLID WASTE DISPOSAL | 45,703,302 | 11,425,826 | 8,047,198 | 3,378,627 |
| 4500 SOLID WASTE COLLECTION | 63,225,624 | 15,806,406 | 8,686,894 | 7,119,512 |
| 4530 SOLID WASTE LANDFILLS | 700,953 | 175,238 | 42,917 | 132,321 |
| 4600 GOLF FUND | 5,371,558 | 1,342,889 | 682,746 | 660,143 |
| 4700 DEVELOPMENT SVCS CENTER | 10,677,776 | 2,669,444 | 1,677,695 | 991,749 |
| 5100 FLEET SERVICES FUND | 17,748,121 | 4,437,030 | 3,521,676 | 915,354 |
| 5110 FLEET SVCS EQUIP REPL FUND | 5,749,228 | 1,437,307 | 402,271 | 1,035,036 |
| 5200 PUBLIC WORKS AND UTILITIES | 6,056,637 | 1,514,159 | 946,106 | 568,053 |
| 5300 IT FUND | 14,900,444 | 3,725,111 | 3,062,241 | 662,870 |
| 5310 IT CAPITAL REPLACEMENT FUND | 2,021,996 | 505,499 | 459,648 | 45,851 |
| 5400 REPROGRAPHICS FUND | 727,857 | 181,964 | 119,777 | 62,187 |

January – March 2023 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|--|----------------------|--------------------|--------------------|--------------------|
| 5500 PURCHASING & STORES FUND | 1,320,670 | 330,168 | 239,375 | 90,792 |
| 5600 ACCOUNTING SERVICES | 5,775,768 | 1,443,942 | 1,087,521 | 356,421 |
| 5700 MY SPOKANE | 1,923,811 | 480,953 | 341,569 | 139,384 |
| 5750 OFFICE OF PERFORMANCE MGMT | 1,644,487 | 411,122 | 193,412 | 217,710 |
| 5800 RISK MANAGEMENT FUND | 7,242,641 | 1,810,660 | 1,891,587 | -80,927 |
| 5810 WORKERS' COMPENSATION FUND | 6,795,193 | 1,698,798 | 1,093,234 | 605,564 |
| 5820 UNEMPLOYMENT COMPENSATION FUND | 588,476 | 147,119 | 5,922 | 141,197 |
| 5830 EMPLOYEES BENEFITS FUND | 47,864,022 | 11,966,006 | 10,478,840 | 1,487,165 |
| 5900 FACILITIES MANAGEMENT FUND OPS | 7,178,846 | 1,794,711 | 646,106 | 1,148,606 |
| 5901 ASSET MANAGEMENT FUND CAPITAL | 12,348,846 | 3,087,212 | 252 | 3,086,959 |
| 5902 PROPERTY ACQUISITION POLICE | 8,173,586 | 2,043,397 | 351,049 | 1,692,348 |
| 5903 PROPERTY ACQUISITION FIRE | 6,300,036 | 1,575,009 | 11,032 | 1,563,977 |
| 5904 FACILITIES CAPITAL | 8,452,059 | 2,113,015 | 422,072 | 1,690,942 |
| 6010 FINCH MEMORIAL ARBORETUM FUND | 8,000 | 2,000 | | 2,000 |
| 6100 RETIREMENT | 40,444,056 | 10,111,014 | 9,394,870 | 716,144 |
| 6200 FIREFIGHTERS' PENSION FUND | 5,242,195 | 1,310,549 | 1,186,776 | 123,773 |
| 6230 BUILDING CODE RECORDS MGMT | 60,000 | 15,000 | 6,429 | 8,572 |
| 6250 MUNICIPAL COURT | 1,500,100 | 375,025 | 106,963 | 268,062 |
| 6300 POLICE PENSION | 3,579,037 | 894,759 | 747,634 | 147,125 |
| TOTAL | 1,127,267,353 | 281,816,838 | 136,389,833 | 145,427,005 |

There are five funds that are currently over budget, but they appear to be able to make it up during the rest of the year.

| Capital: FY 2022 Project Status Report | | | | | | |
|--|--|---------------|-----------------|-------------|--|--|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update | |
| Community Centers | East Central Comm. Center Capital Needs Assessment Repairs | Construction | 2022 | 1,118,000 | Only \$500k allocated from ARPA. The HVAC is moving forward and Facilities is ordering the parts. | |
| Community Centers | East Central Comm. Center Capital Needs Assessment Roof | Planning | 2022 | 1,160,000 | Doing architectural & engineering services - the grant for the roof is in the process of being completed. The various aspects have been tasked out to the relevant departments and we are awaiting responses to compile and submit for the grant. | |
| Facilities | City Hall Roof Replacement | Construction | 2022 | 700,000 | In progress. Under construction | |
| | | | | 150,000 | This was removed. This is not cost effective and the current restrooms are grandfathered in. Funding was moved to the City hall roof replacement. | |
| Facilities | City-Owned Buildings ADA Restrooms Updates | Construction | 2022 | | | |
| Facilities | Citywide HVAC Controls Upgrade Phase 1 | Construction | 2023 | 407,000 | Phase 1 engineering is complete | |
| Fire Capital | Apparatus: Large FD Response | Purchases | 2025 | 3,270,905 | In progress, 4 apparatus ordered. ARPA funded | |
| Fire Capital | Apparatus: Small FD Response - Brush-ARU-Staff | Purchases | 2027 | 1,581,950 | Only partially funded. Approx. 2-3 vehicles still to order. | |
| Fire Capital | Equipment: Apparatus, Operations & Training | Purchases | 2027 | 562,604 | Completed/Unspent dollars carried into '23 | |
| Fire Capital | Equipment: IMS for FD Facilities & Apparatus | Purchases | 2027 | 141,000 | Completed/Unspent dollars carried into '23 | |
| Fire Capital | Equipment: Personal Protective Equip (Structural) | Purchases | 2027 | 291,916 | Completed/Unspent dollars carried into '23 | |
| Fire Facilities | Fire Facilities: HVAC and Mechanical Systems | Construction | 2022 | 140,000 | 22 projects completed. Recurring project in '23 | |
| Fire Facilities | Fire Facilities: CCB Generator Control System Upgrade | Construction | 2022 | 150,000 | Completed | |
| Fire Facilities | Fire Facilities: CCB Roof Replacement | Construction | 2023 | 1,000,000 | Under contract and work underway | |
| Fire Facilities | Fire Facilities: CCB UPS Replacement | Construction | 2023 | 50,000 | Completed | |
| Fire Facilities | Fire Facilities: Critical Roof Replacements | Construction | 2022 | 95,000 | Re-budgeted in 2023. Planning | |
| | | | | 460,000 | In light of the ongoing facility evaluation RFP, the FD recommends deferring at least one year (likely 2) until the study is finalized and recommendations can be vetted. Additionally, construction costs are up 25% from 2021 with a lack of supplies throughout the industry. | |
| Fire Facilities | Fire Facilities: Individual Bunkroom Updates | Design | 2028 | | | |
| | | | | 400,000 | Acquisition and planning completed Q4 2021-Q1 2022. In deployment phase. This is a very large, long term project with completion date dependant on coordination and scheduling with multiple stakeholders and facilities. | |
| IT Replacement | Cisco Network Hardware Upgrades | Purchases | 2022 | | | |
| | | | | 110,000 | Funding approval underway. Preparatory work, design and planning completed. Completion target of Q3 2023 | |
| IT Replacement | Cisco Phone System Upgrade | Purchases | 2022 | | | |
| IT Replacement | City Hall Network Uninterruptible Power Supply Upgrades | Construction | 2022 | 65,000 | Moved to 2024 CIP requests | |
| | | | | 293,783 | This is an ongoing, rolling program that cycles through acquisition and deployment through the life of the program. Annual cost is based on maturity of Replacement Funds. Work is ongoing. | |
| IT Replacement | Desktop Replacement Program | Purchases | 2028 | | | |
| IT Replacement | Nutanix Virtual Infrastructure Expansion | Construction | 2022 | 40,000 | Completed | |
| IT Replacement | P1F North Route Redundant Internet | Construction | 2022 | 200,000 | In planning phase | |
| IT Replacement | P2F Greene St. Bridge | Construction | 2022 | 50,000 | In planning phase | |
| IT Replacement | P3F City Hall to Fire Station 1 Fiber Increase | Construction | 2022 | 7,500 | In planning phase | |
| IT Replacement | PF4 Spokane Falls Blvd Conduit and Fiber | Construction | 2022 | 135,000 | In planning phase | |
| IT Replacement | PF5 Fire Station 1 to Cowley Fiber Increase | Construction | 2022 | 32,000 | In planning phase | |
| IT Replacement | Software - Enterprise Records Management | Purchases | 2024 | 100,000 | Please remove - this project has not been approved | |
| IT Replacement | Software - Enterprise Resource Planning (ERP) System | Purchases | 2026 | 125,000 | On hold until 2024 - Need funding source and Exec approval | |
| IT Replacement | Software - eSeries Court Management System | Purchases | 2022 | 427,000 | Project is completed. | |
| IT Replacement | Software - Master Data Management Platform | Purchases | 2023 | 140,000 | Project is completed. | |
| IT Replacement | Software - Public Safety Records Management System | Purchases | | 350,000 | SPD project - This item can be removed. | |

Capital: FY 2022 Project Status Report

| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update |
|--------------------|--|---------------|-----------------|-------------|--|
| Library Capital | Branch Remodel - Downtown & 24/7 Kiosks | Construction | 2022 | 10,168,449 | Downtown opened 7/11/2022. 24/7 kiosk installations in progress with completion prior to Dec 2023. |
| Library Capital | Branch Remodel - Indian Trail | Construction | 2022 | 1,930,696 | Branch opened 3/7/2023. |
| Library Capital | Branch Remodel- South Hill | Construction | 2022 | 2,811,318 | Branch opened 3/21/2023. |
| Parking System | Parking System Upgrade | Purchases | 2023 | 1,200,000 | The Parking System upgrade for 2022 includes the purchase of 240 Dual Space Meters and 126 Single Space Meters equaling 606 parking spaces. The City will also be getting 80 multi-space kiosks, which covers around 600 parking spaces. This is 1/3 of the paid parking spaces that need new equipment. |
| Parks Capital | Adm - Computer/Hardware Replacement - System Wide | Purchases | 2027 | 50,000 | annual park computer purchases planned in 2023. |
| Parks Capital | Adm - Park and Open Space Plan Update | Design | 2022 | 30,000 | completed. |
| Parks Capital | Adm - Parkwide Water Conservation Projects | Planning | 2025 | 250,000 | design active on Cannon Hill pond lining & Cannon Hill park irrigation replacement. Seeking remaining funds required for construction in 2024/2025. |
| Parks Capital | Ops - Audubon Park Irrigation | Planning | 2024 | 30,000 | funds directed to irrigation improvements & Liberty Park. |
| Parks Capital | Ops - Don Kardong Bridge | Planning | 2023 | 2,100,000 | substantially completed in winter 2022. Final completion in spring 2023 and retainage release later in 2023. |
| Parks Capital | Ops - Franklin Park Irrigation | Planning | 2022 | 50,000 | funds directed to irrigation improvements & Liberty Park. |
| Parks Capital | Ops - Liberty Park Playground Improvement | Planning | 2022 | 275,000 | Under contract - construction in Spring / summer 2023. Completion expected in Fall 2023. |
| Parks Capital | Ops - Meadowglen Park Development | Planning | 2024 | 77,000 | in progress. 60% plans expected complete by end of 2023. |
| Parks Capital | Ops - Park-Wide Irrigation Controller Upgrades | Planning | 2026 | 10,000 | annual controller upgrades planned in 2023. |
| Parks Capital | Ops - Wentel Grant Park Restroom | Planning | 2023 | 20,000 | postponed. |
| Parks Capital | Rec - Dwight Merkel / Albi Stadium Replacement Coordination | Planning | 2022 | 5,000 | completed. |
| Parks Capital | Rec - Franklin Park Tennis/Pickleball Court Development | Planning | 2023 | 50,000 | project in pre-planning. |
| Parks Capital | Rec - Merkel Synthetic Field Enhancements | Planning | 2024 | 25,000 | debt payment on 2022 artificial turf replacement. |
| Parks Capital | Rec - SE Sports Complex Renovations | Planning | 2026 | 150,000 | postponed - awaiting private developer. |
| Parks Capital | RFP - Non-Bond Projects | Design | 2022 | 250,000 | completed. Included red wagon painting, park path paving, and theme stream repairs. |
| Parks Capital | RFP - North Suspension Bridge | Construction | 2022 | 200,000 | completed in 2022. Final retainage release in 2023. |
| Parks Capital | RFP - South Suspension Bridge | Planning | 2024 | 50,000 | construction planned in 2023 with substantial completion expected in fall/winter 2023. |
| Parks Capital | UF - Riverfront 2:1 Tree Replacement (Parkwide) | Planning | 2024 | 67,000 | regular planting planned throughout park system in 2023. |
| Golf | Golf - Computer/Hardware Replacement Funding | Purchases | 2027 | 10,000 | annual golf course computer purchases planned in 2023. |
| Golf | Golf - Equipment Lease to Own | Purchases | 2025 | 78,400 | golf mower equipment lease payment planned in 2023. |
| Golf | Golf - Equipment Purchases | Purchases | 2027 | 15,000 | |
| Golf | Golf - Facilities Renovations | Planning | 2026 | 25,000 | downriver golf course roof renovation completed in 2023. |
| Golf | Golf - Golf Course Strategic Investments | Purchases | 2022 | 1,990,000 | downriver golf course irrigation completed in fall 2022. |
| Golf | Golf - On Course Renovations | Planning | 2026 | 25,000 | downriver golf course forest health project completed in 2023. |
| Police Capital | Desktop/Laptop Computers | Purchases | | 109,099 | Completed and unspent dollars carried into '23 |
| Police Capital | EDU Robot Refurbishment and Cutting Unit plus Additions | Purchases | 2022 | 71,000 | Completed and unspent dollars carried into '23 |
| Police Capital | Forensic Equipment | Purchases | 2027 | 630,000 | Completed |
| Police Capital | Patrol Rugged Laptops and Tablets | Purchases | 2027 | 35,000 | Completed and unspent dollars carried into '23 |
| Police Capital | SPD Fleet | Purchases | 2027 | 4,715,232 | Partial funded in '22. Vehicles ordered |
| Police Capital | Specialty Team Protective Gear/Equipment and Gun Replacement | Purchases | 2027 | 292,795 | Completed and unspent dollars carried into '23 |
| Police Facilities | Police Academy Remodel | Design | 2023 | 70,000 | Under contract and halfway completed |
| Sewer | 2 10-Yard Dump Trucks 2022 | Purchases | 2022 | 650,000 | Requisition with Fleet to order |
| Sewer | Jet Rodder 2022 | Purchases | 2022 | 375,000 | Requisition with Fleet to order |

Capital: FY 2022 Project Status Report

| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update |
|--------------------|--|---------------|-----------------|-------------|---|
| Sewer | Air Handling Units Supply and Exhaust (non-occupied) | Purchases | | 150,000 | |
| Sewer | Aubrey L White Parkway Reconstruction | Construction | 2023 | 1,180,000 | Construction planned for 2024/2025 |
| Sewer | Bio-Infiltration System Rehabilitation | Construction | | 150,000 | Working on plans & specifications to get quotes |
| Sewer | Biosolids Hauling Trucks (Dump) | Purchases | 2022 | 275,000 | Requisition with Fleet to order |
| Sewer | Biosolids Tractor | Purchases | 2024 | 180,000 | |
| Sewer | Boiler Burners and Controls | Purchases | 2023 | 80,000 | |
| Sewer | Chemical Storage Building Alum Piping Modification | Construction | 2022 | 100,000 | Getting quotes in July |
| Sewer | Citywide Ongoing Cure In Place Pipe (CIPP) Project | Construction | 2027 | 300,000 | Assesing/compiling which pipes to be CIPP |
| Sewer | Clarke Lift Station Maintenance and Repairs | Purchases | 2022 | 250,000 | Getting quotes in July |
| Sewer | Closed Circuit Television Inspection Truck 2022 | Purchases | 2022 | 350,000 | In RFI process |
| Sewer | Cochran Basin Conveyance Pipeline, TJ Meenach to Downriver | Construction | 2022 | 4,359,153 | Construction complete. |
| | | | | 4,033,000 | Project has been bid and awarded. Construction expected in 2023. |
| Sewer | Cochran Basin Lift Station and Control Facility | Construction | 2023 | | |
| Sewer | Cochran Basin Stormwater Piping, TJ Meenach-River to NW Blvd | Construction | 2022 | 2,863,037 | Currently under construction. Will be complete in 2023 |
| Sewer | Cochran Basin Treatment Facility-Downriver Boat Launch | Construction | 2022 | 2,186,811 | Currently under construction. Will be complete in 2023 |
| Sewer | Cochran Basin Treatment Facility-Downriver Disc Golf Course | Construction | 2022 | 15,000 | Currently under construction. Will be complete in 2023 |
| Sewer | CSO Basin 34 Control Facility, Lee and Sprague | Construction | 2022 | 250,000 | Cancelled. Dollars were for surfaced improvements. |
| | | | | 1,000,000 | Need to postpone until 2023 due to higher cost and supply issues |
| Sewer | Emergency Overflow Modifications for Digesters 4 and 5 | Construction | 2022 | | |
| | | | | 16,000 | Project removed from program to due to lift station elimination project. |
| Sewer | Francis and Assembly Lift Station Improvements | Construction | 2023 | | |
| | | | | 250,000 | This is a "fund" that has dollars in every year of the program to fund City improvements in conjunction with development projects. This project is ongoing. |
| Sewer | Future Development Sewer Upgrades | Construction | 2027 | | |
| Sewer | Inflow and Infiltration (I/I) Reduction/ Net Enviro. Benefit | Construction | | 300,000 | Assesing/compiling which pipes to be CIPP |
| Sewer | Large Line Rehabilitation from Hydrogen Sulfide Damage | Construction | | 300,000 | Assesing/compiling which pipes to be CIPP |
| Sewer | Lift Station Repair and Upgrade Fund | Construction | | 300,000 | Going out to bid |
| Sewer | Liquid Disinfection Building Reskinning | Planning | 2023 | 450,000 | |
| Sewer | Maintenance/Warehouse HVAC Access Stairs | Construction | 2022 | 80,000 | Working on getting quotes |
| | | | | 4,100,000 | |
| Sewer | Marion Hay Intertie-Holland St and Everett Ave | Construction | 2023 | | Project has been bid. Construction will be complete in 2023. |
| Sewer | Meadow Glen Forcemain Replacement | Construction | 2023 | 30,000 | Admin Thru ICM; not started yet |
| Sewer | Northeast Lift Station Forcemain | Construction | 2023 | 28,000 | Advertisiting in April. Complete in 2023 |
| | | | | 175,000 | All NSC projects are subject to WSDOT scheduling. Construction currently scheduled in 2026/2027. |
| Sewer | NSC - 2nd Ave and Trumpet Area Sewer Reroutes | Construction | 2025 | | |
| Sewer | NSC - Greene Basin Storm Improvements | Construction | 2024 | 50,000 | Cancelled. |
| | | | | 395,000 | All NSC projects are subject to WSDOT scheduling. Construction currently scheduled in 2024-2026. |
| Sewer | NSC - I-90 Sewer Interceptor Crossings | Construction | 2024 | | |
| | | | | 150,000 | |
| Sewer | NSC - Trent Interchange Storm and Sewer Reroute | Construction | 2023 | | Construction planned for 2023. WSDOT Design-Build delivery. |
| Sewer | NSC - Trent Interchange Stormwater Improvements | Construction | 2023 | 50,000 | Deleted and consolidated with project above. |
| Sewer | | Construction | 2027 | 25,000 | |
| Sewer | NSC Planning - Interstate 90 to Sprague Avenue | Planning | | 5,000 | This is ongoing work until the NSC is completed. This is ongoing work until approx. 2025 when this work is expected to be complete. |
| Sewer | NSC Planning - Sprague Avenue to Spokane River | Construction | 2025 | 25,000 | |
| Sewer | Peaceful Valley Stormwater Separation | Construction | 2022 | 22,132 | Construction complete. |
| Sewer | Plant-wide Supply Fan Upgrade/Replacement (Occupied Spaces) | Purchases | 2024 | 120,000 | |
| Sewer | Post Street Bridge Rehabilitation | Construction | 2022 | 3,530,001 | Under construction. The bulk of the utility work will be completed by end of 2023. |
| Sewer | | Purchases | 2022 | 3,014,000 | |

| Capital: FY 2022 Project Status Report | | | | | | |
|--|---|---------------|-----------------|-------------|---|--|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update | |
| Sewer | Public Sewer Extensions | Construction | | 450,000 | | |
| Sewer | Real Time Control Program | Construction | 2022 | 627,314 | Complete | |
| Sewer | Rehabilitation Project Fund | Construction | | 350,000 | | |
| Sewer | RPWRF Building Exterior Rehabilitation and Improvements | Construction | 2023 | 250,000 | | |
| Sewer | Seal Discrete Auto-analyzer | Construction | 2022 | 70,000 | Working on getting quotes | |
| Sewer | Serpentex Biosolids Conveyor Rebuild | Construction | 2025 | 80,000 | | |
| Sewer | Silo Digester No. 3 Roof Walkway | Construction | 2022 | 200,000 | Working on getting quotes | |
| Sewer | South Gorge Trail Stormwater Project | Construction | 2022 | 5,000 | Complete. | |
| Sewer | Sprague Avenue Stormwater, Bernard to Scott | Construction | | 5,000 | Complete. | |
| Sewer | Sprague Avenue, Bernard to Scott, Sewer Replacement | Construction | 2022 | 1,000 | Complete. | |
| Sewer | Study - Indian Trail Stormwater | Construction | 2023 | 240,000 | Study delayed to 2023/2024. | |
| Sewer | Study - Lift Station Assessment | Planning | 2022 | 25,000 | Complete. | |
| Sewer | Study - Northeast Stormwater | Planning | 2023 | 300,000 | Will be complete mid 2023 | |
| Sewer | Study - Northwest Spokane Stormwater | Planning | 2022 | 5,000 | Complete. | |
| Sewer | Study - Sewer Capital Facility Plan | Planning | 2024 | 200,000 | Ongoing. Work expected to continue into 2024. | |
| Sewer | Study - Stormwater Capital Facility Plan | Planning | 2024 | 250,000 | Ongoing. Work expected to continue into 2024. | |
| Sewer | Sundance III Forcemain Replacement | Construction | 2022 | 180,000 | Complete. | |
| Sewer | Sundance IX Forcemain Replacement | Construction | 2023 | 40,000 | Construction planned for 2025/2026. | |
| Sewer | Thor and Freya, Hartson to Sprague Avenue Sewer Upgrades | Construction | 2023 | 1,280,000 | Construction will be complete in 2023. | |
| | | | | 1,432,000 | Project currently under construction. Will be completed in 2023. | |
| Sewer | TJ Meenach, NW Blvd to Pettet Dr, Sewer Upgrade | Construction | 2023 | | | |
| Sewer | Turblex Blower Service | Construction | 2027 | 130,000 | | |
| Sewer | Underground Injection Control (UIC) Regulation Compliance | Construction | | 50,000 | Ongoing work to primarily rehab drywells. | |
| Sewer | Washington Basin Stormwater Project (Knox and Montgomery) | Construction | 2022 | 2,725,000 | Final paving work to be completed in Spring 2023. | |
| Sewer | West Plains Sewer Lift Station | Construction | 2027 | 400,000 | Delayed. Coordination with the PDA is ongoing. | |
| Sewer | WSDOT I-90 Stormwater Separation | Construction | 2022 | 1,000 | ICM secured grant funding. Construction 2025/2026. | |
| Solid Waste | Automated Side Load Collection Vehicles | Purchases | 2027 | 2,850,000 | Purchase order has been provided and trucks are being delivered throughout 2023, the first is expected in March | |
| | | | | 100,000 | Project had to be rebid due to only one response and significantly higher than engineer's estimate. Targeting first half of 2023 for completion | |
| Solid Waste | CNG Compressor | Purchases | 2022 | 325,000 | Compressor/Air Dryer & Reciever Tank have been ordered. Installation planning continues. Air dryer & Reciever Tanks due in May/June 2023. The Compressor due in August 2023. | |
| Solid Waste | Compressor/Air Dryer Upgrades | Purchases | 2022 | 150,000 | Project was completed during the May 2022 outage. | |
| Solid Waste | Filter Fabric Baghouse Change #2 | Purchases | 2027 | 110,000 | Order has been placed for a new forklift and 2 pickups. 2 pickups are at the dealer waiting to be delivered to Fleet Services for commissioning. No update on the delivery of the forklift. 1 new tiltframe was ordered and is scheduled to begin production in May 2023. | |
| Solid Waste | Front-End Loader and Other Mobile Equipment | Purchases | | | | |
| Solid Waste | Metal Commercial Refuse & Recycling Containers | Purchases | 2027 | 150,000 | Containers have been ordered, delivery is ongoing. | |
| Solid Waste | PAL Body Container Delivery Vehicles | Purchases | 2022 | 250,000 | Orders were placed, awaiting delivery | |
| Solid Waste | Rear-Load Collection Vehicles | Purchases | 2027 | 1,250,000 | Orders were placed, awaiting delivery | |
| | | | | 300,000 | Work was completed during the Fall 2022 outage. Further work identified that will be scheduled for a later date, likely during the Fall 2023 outage. | |
| Solid Waste | Transformer Repairs | Purchases | 2022 | 2,800,000 | Work was completed during the Fall 2022 outage. Report has been received and is under review. | |
| Solid Waste | Turbine/Generator Overhaul (Periodic) | Purchases | 2027 | | | |

| Capital: FY 2022 Project Status Report | | | | | | |
|--|---|---------------|-----------------|-------------|---|--|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update | |
| | | | | 275,000 | Work was to be completed during the Fall 2022 outage however, due to procurement and shipping issues this work was not performed. It is being considered for installation during the Fall 2023 Outage Season. | |
| Solid Waste | Turbine/Generator Trisen Control Replacement | Purchases | 2022 | | | |
| Solid Waste | Valve Work/Upgrades | Purchases | 2023 | 250,000 | Work was completed during the Fall 2022 outage. | |
| Street Maintenance | 1/2-Ton 4x4 Pickup for Signal/Lights - 2022 | Purchases | 2022 | 40,000 | purchased or encumbered on order | |
| Street Maintenance | 10-Wheel Dump/Sander Truck #428251 - 2022 | Purchases | 2022 | 270,000 | purchased or encumbered on order | |
| Street Maintenance | 10-Wheel Dump/Sander Truck to replace #428252 - 2022 | Purchases | 2022 | 270,000 | purchased or encumbered on order | |
| Street Maintenance | 6-Wheel Flusher/Deicer/Plow to Replace #426610 - 2022 | Purchases | 2022 | 348,000 | purchased or encumbered on order | |
| Street Maintenance | 6-Wheel Traffic Control Truck with Attenuator - 2022 | Purchases | 2022 | 120,000 | purchased or encumbered on order | |
| Street Maintenance | F450 4x4 Pickup for Signal/Lights in 2022 | Purchases | 2022 | 75,000 | purchased or encumbered on order | |
| Street Maintenance | Ford Explorer - 2022 | Purchases | 2022 | 32,000 | moved to 2023 budget for purchase | |
| Street Maintenance | Regenerative Air sweeper TYMCO - 2022 | Purchases | 2022 | 380,000 | purchased or encumbered on order | |
| Street Maintenance | Replace 6-Wheel Pothole Truck #427354 - 2022 | Purchases | 2022 | 213,000 | purchased or encumbered on order | |
| Street Maintenance | Street Department Snow Maintenance Facility Improvements | Planning | 2023 | 500,000 | project has not started | |
| Street Maintenance | U-Bit Truck 10 Year Overhaul in 2022 | Purchases | 2022 | 300,000 | completed in 2022 | |
| Streets Capital (Arterial) | 44th Avenue - Crestline to Altamont | Construction | 2022 | 800,000 | significantly complete in 2022, finalized in 2023 | |
| Streets Capital (Arterial) | Aubrey L. White Parkway, Downriver to Treatment Plant | Construction | 2023 | 900,000 | | |
| | | Design | 2023 | 25,000 | project delayed, construction in 2024 | |
| | | | | 10,000 | this will be rolled into General Engineering for 2024 CIP and beyond | |
| Streets Capital (Arterial) | Bike Route Signing and Striping | Construction | 2027 | | design did not start in 2022, possible start in 2023 or project is delayed | |
| Streets Capital (Arterial) | Boone Ave. Protected Bike Lanes - Howard to Ruby | Construction | 2022 | 75,000 | | |
| Streets Capital (Arterial) | Centennial Trail-Summit Blvd Gap, Boone Ave to Pettet Drive | Construction | 2022 | 122,000 | significantly complete in 2022, finalized in 2023 | |
| Streets Capital (Arterial) | Division Street Pedestrian Hybrid Beacons | Design | 2023 | 160,000 | | |
| | | Land Purchase | 2023 | 43,600 | construction in 2023 | |
| Streets Capital (Arterial) | Driscoll - Alberta - Cochran Sidewalk | Design | 2023 | 150,000 | | |
| Streets Capital (Arterial) | | Land Purchase | 2023 | 25,000 | construction in 2023 | |
| | | | | 4,000,000 | Monroe St. pavement maintenance construction expected late 2022. | |
| Streets Capital (Arterial) | Flexible Arterial Maintenance Program | Construction | 2027 | | design did not start in 2022, possible start in 2023 or project is delayed, construction in 2026 | |
| Streets Capital (Arterial) | Freya Ave. / Palouse Highway Roundabout | Design | 2025 | 25,000 | | |
| Streets Capital (Arterial) | Garland Pathway | Design | 2023 | 110,000 | construction in 2023 | |
| | | | | 607,000 | general project that will continue each year, reset to budget amount | |
| Streets Capital (Arterial) | General Engineering-Street | Construction | 2027 | | | |
| | | | | 2,390,000 | Construction in progress, expected to be substantially complete and reopened mid-Summer 2022. | |
| Streets Capital (Arterial) | Hatch Rd Bridge Deck Replacement | Construction | 2022 | | | |
| Streets Capital (Arterial) | Holland Avenue, Normandy St to Colton St | Construction | 2022 | 1,500,000 | | |
| | | Design | 2022 | 50,000 | construction in 2023 | |
| | | | | 600,000 | construction did not start in 2022, possible project delay or removal from 2024 CIP | |
| Streets Capital (Arterial) | Howard St, Sprague Ave to Riverside Ave | Construction | 2022 | | | |
| Streets Capital (Arterial) | Maple-Wellesley Intersection | Construction | 2022 | 50,000 | project completed in 2022 | |
| Streets Capital (Arterial) | Meadow Lane Rd. / US 195 Intersection | Design | 2024 | 50,000 | design continues in 2023 | |
| | | | | 40,000 | this will be rolled into General Engineering for 2024 CIP and beyond | |
| Streets Capital (Arterial) | Minor Construction Assistance | Construction | 2027 | | | |
| Streets Capital (Arterial) | North River Dr. Sidewalk - East of Washington St. | Construction | 2022 | 60,000 | significantly complete in 2022, finalized in 2023 | |
| Streets Capital (Arterial) | NSC - 2nd & 3rd Fiber Reroute | Design | 2023 | 55,000 | project on hold due to NSC | |
| Streets Capital (Arterial) | NSC - Ermina & Greene Signal Changes | Construction | 2022 | 20,000 | significantly complete in 2022, finalized in 2023 | |
| Streets Capital (Arterial) | NSC - Ralph Street Improvements | Construction | 2023 | 475,000 | | |
| | | Construction | 2022 | 4,145,000 | construction in 2023 | |

| Capital: FY 2022 Project Status Report | | | | | | |
|--|---|---------------|-----------------|-------------|---|--|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update | |
| Streets Capital (Arterial) | NSC - Wellesley Avenue PH 2, Haven to Market | Design | 2022 | 20,000 | significantly complete in 2022, finalized in 2023 | |
| Streets Capital (Arterial) | Parking Environment Improvement Program (PEIP) | Planning | 2027 | 125,000 | placeholder project for old CIP, will be removed for 2024 CIP and beyond | |
| Streets Capital (Arterial) | Post Street Replacement Bridge | Construction | 2023 | 3,600,000 | Construction in progress, significantly complete in 2023, finalized in 2024 | |
| Streets Capital (Arterial) | Ray-Thor St, 17th Ave to Hartson Ave | Construction | 2023 | 2,350,000 | Planned construction moved to 2024 as shown in draft 2023- | |
| | | Design | 2023 | 150,000 | 2028 Streets Capital Program | |
| | | | | 5,200,000 | | |
| Streets Capital (Arterial) | Riverside Ave, Monroe St to Division St | Construction | 2023 | | | |
| | | Design | 2023 | 70,000 | construction continues in 2023, complete and finalize in 2023 | |
| Streets Capital (Arterial) | Riverside Ave., Grant to Sherman | Construction | 2022 | 170,000 | significantly complete in 2022, finalized in 2023 | |
| | | | | 1,600,000 | Programmatic item and place holder for traffic calming projects for construction that occurs each year, Cycle 9 constructed in 2022 - will be removed in future CIP | |
| Streets Capital (Arterial) | School Safety Program | Construction | | 10,000 | project delayed, construction in 2026, project could be bumped to later years | |
| Streets Capital (Arterial) | Sherman / 5th Ave. Traffic Signal | Design | 2024 | | | |
| Streets Capital (Arterial) | South Gorge Trail Connection - Main Ave to CSO 26 | Construction | 2023 | 1,000,000 | | |
| | | Design | 2023 | 75,000 | Construction in 2023 | |
| Streets Capital (Arterial) | Sprague Avenue Investment Phase II - Bernard St to Scott St | Construction | 2022 | 150,000 | significantly complete in 2022, finalized in 2023 | |
| | | | | 2,406,653 | Place holder for streets in the past. I removed this one for the 2023 CIP budget, not really a project anymore. - will be removed from CIP | |
| Streets Capital (Arterial) | Street Lighting | Purchases | | 100,000 | design continues in 2023, new grants awarded project will be split into Phases, possible enter new projects for 2024 CIP | |
| Streets Capital (Arterial) | Sunset Highway Bike Path - Royal to Deer Heights - Design | Design | 2025 | 6,500,000 | Phase 1 construction continues, Phase 2 construction in 2023, finalize in 2024 if possible | |
| Streets Capital (Arterial) | Thor and Freya St, Hartson to Sprague Ave, Et. Al. | Construction | 2023 | | | |
| Streets Capital (Arterial) | TJ Meenach Dr, TJ Meenach Bridge to Northwest Blvd | Construction | 2023 | 2,000,000 | | |
| | | Design | 2023 | 30,000 | Construction begins in 2023 | |
| | | | | 450,000 | Programmatic item and place holder for traffic calming projects for construction that occurs each year, Cycle 9 constructed in 2022 - will be removed in future CIP | |
| Streets Capital (Arterial) | Traffic Calming Program | Construction | | 50,000 | Placeholder project, sidewalk projects will be budgeted individually | |
| Streets Capital (Arterial) | Transportation Benefit District (TBD) Sidewalk Program | Construction | 2027 | 400,000 | parent project that will be budgeted each year with new streets as part of the projects | |
| Streets Capital (Arterial) | Unpaved Roadway Paving Program | Construction | | | | |
| Streets Capital (Arterial) | Wirtgen Asphalt Grinder #428247 replace in 2022 | Purchases | 2022 | 450,000 | should be in Streets Maintenance projects | |
| Water Division | 16th Ave Transmission Main, Chestnut to Milton Booster | Construction | 2025 | 100,000 | Project in Charter. Design 2023. Construction 2024/2025. | |
| Water Division | AMI Collector Installation for Smart Metering | Purchases | 2022 | 1,000,000 | Complete. | |
| Water Division | Assessment of Existing Pipes | Construction | | 250,000 | Ongoing program to identify pipelines most in need of repair. | |
| Water Division | Chlorine Analyzer Replacement | Purchases | 2022 | 75,000 | | |
| Water Division | Chlorine Truck | Purchases | 2022 | 130,000 | | |
| Water Division | Cochran Conveyance Associated Water Main Replacement | Construction | 2022 | 10,000 | Completed. | |
| Water Division | Fire Suppression System Upgrades | Construction | 2022 | 270,000 | Planning work will continue into 2024. | |
| | | | | 250,000 | This is a "fund" that has dollars in every year of the program to fund City improvements in conjunction with development projects. This project is ongoing. | |
| Water Division | Future Development Water Projects | Construction | 2027 | | | |
| Water Division | Geiger Blvd. from Medical Lake to Grove Road Water Main | Construction | 2022 | 1,000 | Complete. | |
| Water Division | High System Tank | Construction | 2024 | 50,000 | Under construction. | |
| Water Division | Hoffman Well Station Rehabilitation | Construction | 2022 | 5,000 | Under construction. Completion expected in 2023. | |

| Capital: FY 2022 Project Status Report | | | | | | |
|--|--|---------------|-----------------|-------------|---|--|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update | |
| Water Division | Indian Trail Reservoir Frontage Improvements | Construction | 2023 | 44,000 | This work is pending developer agreements. | |
| Water Division | Loader | Purchases | 2022 | 400,000 | | |
| Water Division | Maple Street (Riverside to Pacific) | Construction | 2022 | 1,000 | Complete. | |
| Water Division | Marshall Road from Thorpe to Qualchan Transmission Main | Construction | 2024 | 1,000,000 | Phase I will begin Spring 2023. Phase II and III will begin and be completed in 2024. | |
| Water Division | Metering | Purchases | | 1,400,000 | This is ongoing work that has dollars in each year of the program. | |
| Water Division | Northwest Terrace PRV's | Construction | 2022 | 10,000 | Design will begin in 2024. Construction in 2025/2026. | |
| Water Division | Northwest Terrace Transmission Main | Construction | 2022 | 50,000 | Design is scheduled for 2023 and construction in 2024. | |
| Water Division | NSC - 2nd Ave Water Reroute | Construction | 2024 | 110,000 | All NSC projects are subject to WSDOT scheduling. Design scheduled to begin in 2022. Construction in 2023/2024. | |
| Water Division | NSC - 3rd Ave Water Reroute Regal to Havana | Construction | 2024 | 172,000 | All NSC projects are subject to WSDOT scheduling. Construction currently scheduled in 2025/2026. | |
| Water Division | NSC - Trent Interchange Water Reroute | Construction | 2025 | 150,000 | All NSC projects are subject to WSDOT scheduling. Design scheduled to begin in 2023. Construction in 2025/2026. | |
| Water Division | NSC - Trumpet Area Water Reroute | Construction | 2025 | 115,000 | combined with NSC-2nd Ave Water Re-route | |
| Water Division | NSC Cleveland, Grace, Greene Avenue Transmission Mains | Construction | 2022 | 1,000 | Complete. | |
| Water Division | NSC North Hill Loop Water Mains | Construction | 2022 | 1,000 | Complete. | |
| Water Division | NSC Planning from Interstate 90 to Sprague Avenue | Planning | 2027 | 5,000 | This is ongoing work until the NSC is completed. | |
| Water Division | NSC Planning from Spokane River to Sprague Avenue | Planning | 2025 | 5,000 | This is ongoing work until approx. 2025 when this work is expected to be complete. | |
| Water Division | NSC Rowan Avenue Casing | Construction | 2022 | 1,000 | Complete. | |
| Water Division | NSC Wellesley Avenue PH2 - Haven Street to Market Street | Construction | 2023 | 300,000 | Under construction. Expected to be complete in 2023. | |
| Water Division | Post Street Bridge Water Main | Construction | 2022 | 50,000 | Under construction. The bulk of the utility work will be completed by end of 2023. | |
| Water Division | Ray St., 11th to Hartson Ave, Main Replacement | Construction | 2023 | 400,000 | In design. Construction will occur in 2024. | |
| Water Division | Ray St., 17th to 11th Ave, Main Replacement | Construction | 2023 | 536,920 | Delayed. Design will occur in 2025. Construction 2026. | |
| Water Division | Ray Street Well Station Update | Construction | 2023 | 500,000 | Design will begin in 2023. Construction will occur in 2024. | |
| Water Division | Rebuild Generators #2 and #3 in Powerhouse #1 | Construction | 2023 | 1,100,000 | This work is underway and is scheduled to be completed in 2023. | |
| Water Division | Riverside Ave, Monroe to Division | Construction | 2023 | 1,500,000 | Completed in 2023. | |
| Water Division | SCADA System | Construction | | 500,000 | | |
| Water Division | SIA System Additional Reservoir | Construction | 2024 | 8,600,000 | Under construction. | |
| Water Division | SIA Transmission Line Crossing Under I-90 | Construction | 2023 | 3,000,000 | Construction will begin in 2023. | |
| Water Division | Skid Steer Loader With Broom | Purchases | 2022 | 80,000 | | |
| Water Division | South Gorge Trail Water Main Replacement | Construction | 2022 | 10,000 | Complete. | |
| Water Division | Sprague Avenue, Bernard to Scott, Main Replacement | Construction | 2022 | 382,753 | Complete. | |
| Water Division | Study - Nevada Well Station Rehabilitation | Construction | 2022 | 200,000 | Study expected to begin in May 2023. | |
| Water Division | Study - Water Capital Facilities Plan | Planning | 2023 | 350,000 | Ongoing effort expected to continue into 2023. | |
| Water Division | Study - Water System Vulnerability Assessment | Planning | 2023 | 150,000 | Underway. Expected completion in 2023. | |
| Water Division | Study-Well Transmission Optimization | Construction | 2023 | 100,000 | Delayed start to 2023. | |
| Water Division | Tank Rehabilitation Fund | Purchases | 2026 | 100,000 | | |
| Water Division | Thor and Freya, Hartson to Sprague Avenue Water Upgrades | Construction | 2023 | 700,000 | Construction will be complete in 2023. | |
| Water Division | Thorpe Road Reservoir No. 2 | Construction | 2025 | 20,000 | Currently in design. Construction will occur 2024/2025. | |
| Water Division | TJ Meenach Dr. Water Transmission Main; Bridge to NW Blvd | Construction | 2022 | 865,000 | Under construction. Will be complete in 2023. | |
| Water Division | Upriver Dam Maintenance Boat | Purchases | 2022 | 50,000 | | |
| Water Division | Upriver Dam Spillway Rehabilitation Phase 4 | Construction | 2026 | 100,000 | | |
| Water Division | Water Dept. Ops Facility Maintenance and Renovation | Construction | 2024 | 200,000 | | |
| Water Division | Water Distribution Main Resiliency & Water Quality Program | Construction | | 300,000 | | |
| Water Division | Water Facilities Backup Power Retrofit | Construction | 2027 | 100,000 | | |

| Capital: FY 2022 Project Status Report | | | | | |
|---|-----------------------------------|----------------------|------------------------|--------------------|---|
| Department-Section | CIP-Project Title | Project Phase | Est. Completion | 2022 Budget | Status Update |
| Water Division | Water Service Replacement Program | Construction | | 120,000 | |
| Water Division | Well Electric Well Station Update | Construction | | 1,250,000 | Test wells will be drilled in 2023. Primary construction work still expected 2025-2027. |
| Grand Total | | | | 165,001,021 | |

This Capital Project Status Report lists all active capital improvement projects that had budget authority in FY 2022. Comments were provided at the end of March by departments.

January – March 2023 - Quarterly Financial Report

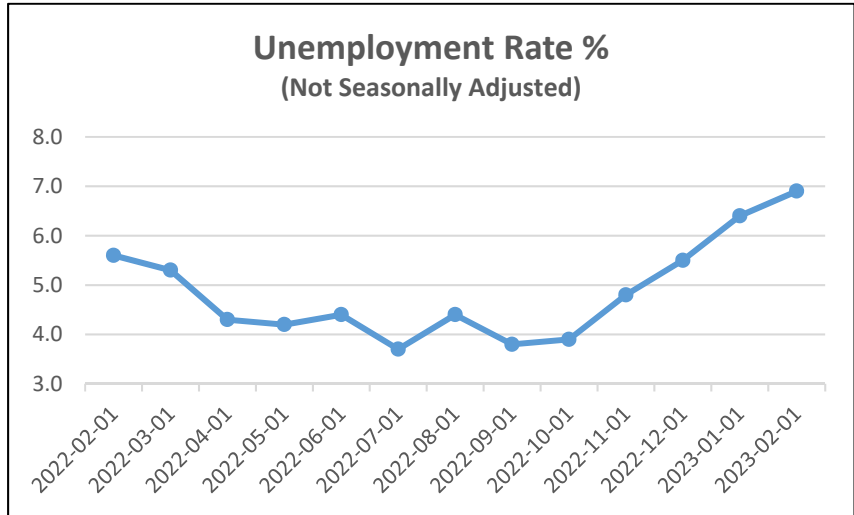
IV. Economic Briefing

City of Spokane

KEY ECONOMIC INDICATORS

Unemployment Rate - Spokane-Spokane Valley, WA (MSA)

| MONTH | UNEMPLOYMENT RATE |
|----------------|-------------------|
| March 2022 | 5.3% |
| April 2022 | 4.3% |
| May 2022 | 4.2% |
| June 2022 | 4.4% |
| July 2022 | 3.7% |
| August 2022 | 4.4% |
| September 2022 | 3.8% |
| October 2022 | 3.9% |
| November 2022 | 4.8% |
| December 2022* | 5.5% |
| January 2023 | 6.4% |
| February 2023* | 6.9% |



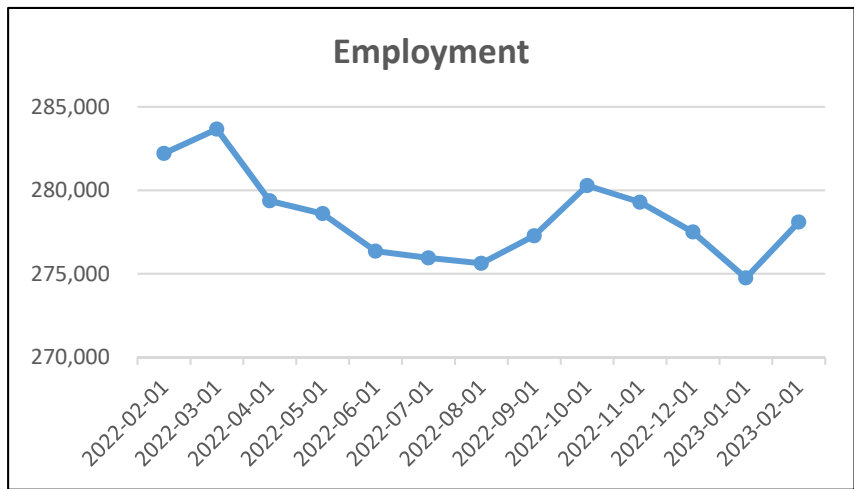
*Preliminary data

Source: U.S. Bureau of Labor Statistics

The unemployment rate in the Spokane-Spokane Valley metropolitan statistical area (MSA) was at 6.9 percent for February 2023. This is an increase from last quarter’s November figure of 4.8 percent, which is primarily due to historical trends of increased unemployment in winter months. The last time the unemployment rate rose above 6 percent was in March of 2021 as the impacts of the pandemic started to diminish. The national unemployment rate for February 2023 was 3.6 percent.

Employment – Spokane-Spokane Valley, WA (MSA)

| MONTH | EMPLOYMENT |
|----------------|------------|
| March 2022 | 283,666 |
| April 2022 | 279,366 |
| May 2022 | 278,603 |
| June 2022 | 276,355 |
| July 2022 | 275,952 |
| August 2022 | 275,624 |
| September 2022 | 277,271 |
| October 2022 | 280,282 |
| November 2022 | 279,286 |
| December 2022* | 277,498 |
| January 2023 | 274,746 |
| February 2023* | 278,095 |



*Preliminary data

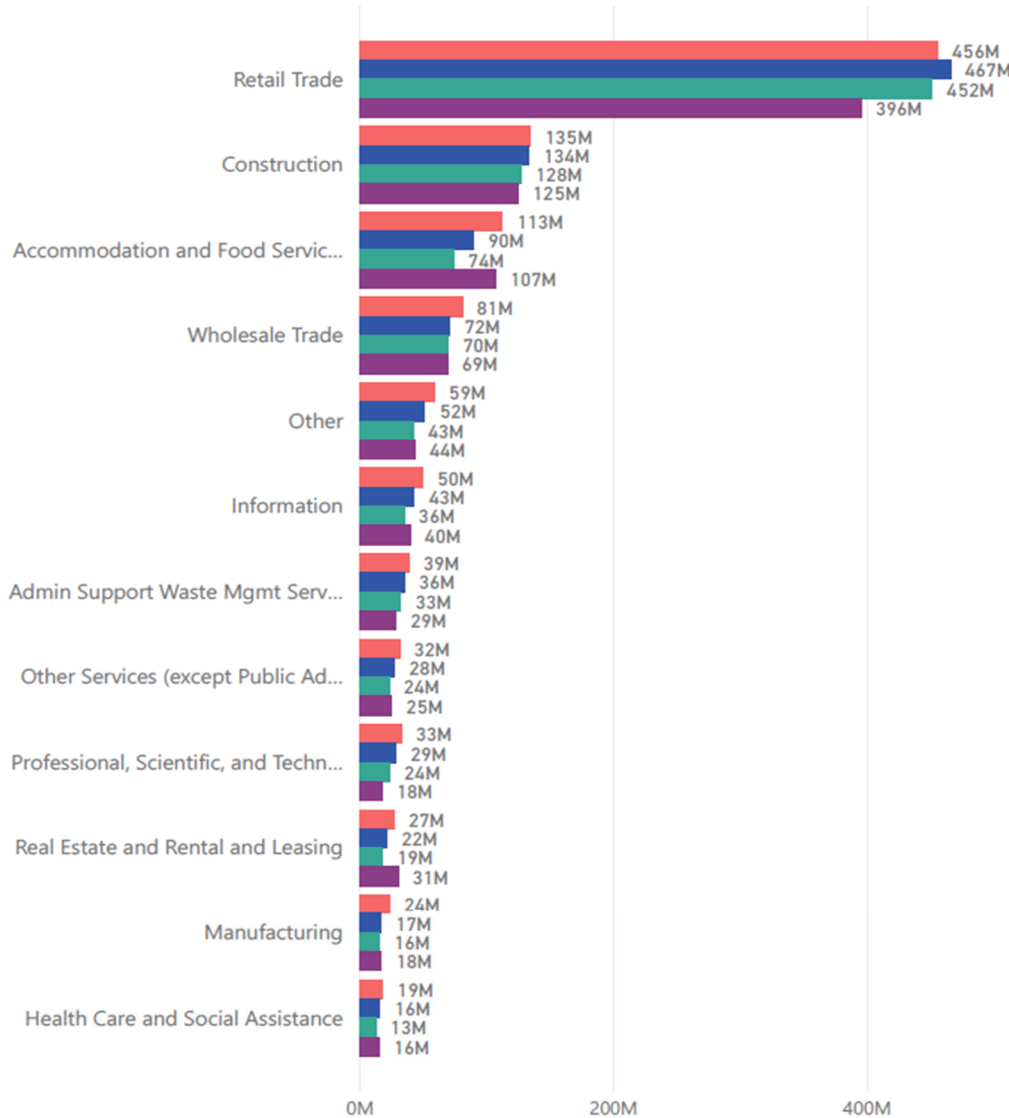
Source: U.S. Bureau of Labor Statistics

January – March 2023 - Quarterly Financial Report
 IV. Economic Briefing
 City of Spokane

Taxable Sales and Sales Taxes

Taxable Sales by NAICS Group - Year to Date

Activity Year ● 2023 ● 2022 ● 2021 ● 2020



Activity Month

January 2023

Taxable Sales for the Month of Jan, 2023

\$1,069,025,068
Taxable Current Year

\$1,005,234,277
Taxable Prior Year

\$63,790,791
Change

6.35%
Change Pct

YTD Taxable Sales Through Jan, 2023

\$1,069,025,068
YTD Current Year

\$1,005,234,277
YTD Prior Year

\$63,790,791
ChangeYTD

6.35%
ChangeYTDpct

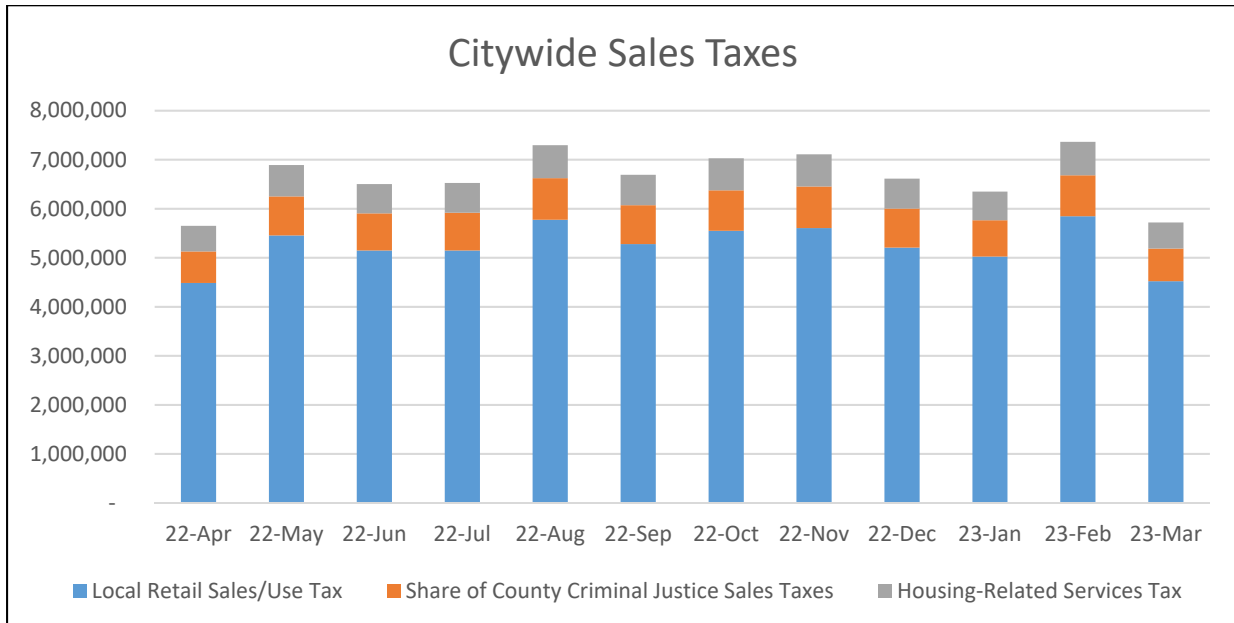
NAICS: North American Industry Classification System
 Source: Washington State Department of Revenue

Total taxable sales for the month of January 2023 were up 6.35 percent compared to January 2022. Retail Trade is still the largest category of taxable sales, but saw a year-over-year decrease of 2.19 percent. This is in spite of the inflated prices of goods and is likely due to changes in consumer behavior as a reaction to rising interest rates and growing fears of recession. The decline in Retail Trade was offset by year over year increases in every other major category, led by Construction, Accommodation & Food Services, and Wholesale Trade.

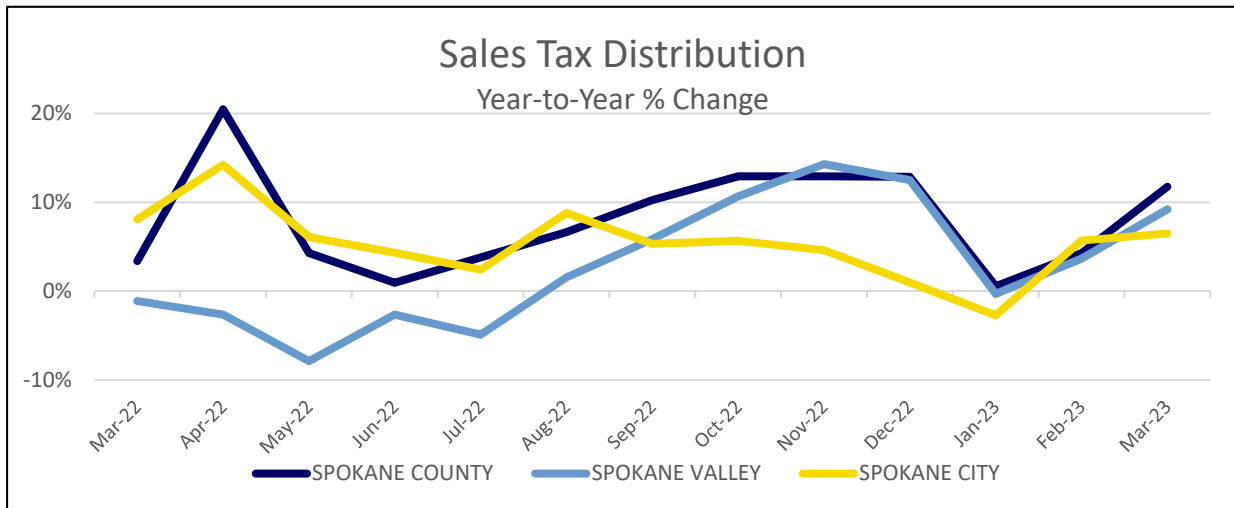
January – March 2023 - Quarterly Financial Report

IV. Economic Briefing

City of Spokane



The City receives revenue from three versions of sales tax: local option retail sales/use tax (1%), portions of Spokane County criminal justice sales taxes, and housing-related services tax (0.1%). In general, sales tax is received approximately two months following the taxable sale activity. For example, revenue received in December 2022 is generally from activity which occurred in October 2022. The chart above shows the typical seasonality of sales tax.



A view of Eastern Washington’s economy can be seen in the year-to-year percent change in sales tax revenue distributions. To start 2023, the City of Spokane dipped into negative growth at -2.7 percent, but averaged 3.0 percent growth in the first quarter of the year. The City of Spokane Valley and Spokane County had stronger growth in fourth quarter in comparison to the City of Spokane, but the gap has been closed significantly in the first quarter of 2023.

3.4 - 5100 - Amendment to Police Vehicle Purchase OPRs

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CM Cathcart

Fleet has been informed that Ford is over production capacity for Ford Interceptor K8 Hybrids and will not be able to fill all current orders. They will likely be offering an option to substitute any cancelled hybrid orders for standard non-hybrid K8 models. Given the urgent and critical need for Police vehicles, Fleet would like to amend the existing OPRs (2022-0030 and 2022-0572) to allow us to accept the substitution offer for an unknown number of K8 non-hybrid vehicles. This action will prevent further delays in vehicle delivery timeframes and additional costs associated with vehicle reordering.

| For Information

Attachments

[Police Vehicle Substitutions - 2023.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Submitting Department | Fleet Services |
| Contact Name | Rick Giddings |
| Contact Email & Phone | rgiddings@spokanecity.org 625-7706 |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Fleet – Amendment to Police vehicle purchase OPRs |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Fleet has been informed that Ford is over production capacity for Ford Interceptor K8 Hybrids and will not be able to fill all current orders. They will likely be offering an option to substitute any cancelled hybrid orders for standard non-hybrid K8 models. Given the urgent and critical need for Police vehicles, Fleet would like to amend the existing OPRs (2022-0030 and 2022-0572) to allow us to accept the substitution offer for an unknown number of K8 non-hybrid vehicles. This action will prevent further delays in vehicle delivery timeframes and additional costs associated with vehicle reordering. |
| Proposed Council Action | Approve Amendment to OPRs |
| Fiscal Impact | |
| Total Cost: <u>\$0</u> | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: ARPA and General Fund | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? None identified. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing Fleet data collection will track operational costs to compare with other similar vehicles. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Fleet Policy and Capital Improvement Plan. | |

3.5

3.5 - SFD Integrus Study Progress Report

Integrus has started their study into the long term capital needs for the Fire Department and is briefing Council on the progress.

Attachments

[Briefing Paper Integrus Architecture Progress Report March 2023.docx](#)

[FH PSC Progress Report Jan-Feb 2023.pdf](#)

[22266.01 Minutes 1-16-23 ppfh_packaged.pdf](#)

Committee Agenda Sheet

Select Committee Name

| | |
|--|---|
| Submitting Department | Fire Department |
| Contact Name | Brian Schaeffer |
| Contact Email & Phone | Bschaeffe@spokanecity.org (509)625-7001 |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Integrus Architecture Progress Report |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Progress Information Gathering</p> <ul style="list-style-type: none"> • David Stockdill provided electronic drawings of the prototype SFD facilities – 2,3,8,9,11,13,14,16 & 17. Limited electronic files were provided on Station 5. • Hard copy documents were also provided on Dispatch, the Burn Building, Field House, Shop Addition, Station 1, Station 4, Station 18, and the Training Facility. These were consequently scanned into PDFs and the hard copies returned to SFD. • Several additional electronic files were provided detailing response zones, incident history, response plans, GIS data, etc. Darkhorse Analytics has begun compiling this information to include in their custom-tailored data analysis platform for SFD. <p>Under Development</p> <ul style="list-style-type: none"> • Apparatus and Staffing Matrix. • Remaining SFD data gathering. • Darkhorse data analysis - Darkhorse is working with Brian Harris (TCA) and the SFD to review and validate assumptions on data. • Needs Analysis framework. <p>Next Steps</p> <ul style="list-style-type: none"> • Inventory Report and Analysis of Existing Capital Facilities • Stakeholder Interviews -at Integrus’s offices. • Baseline program discussions by facility with SFD • Phase 2 – Define Future Facility Needs and Budget. <ul style="list-style-type: none"> ○ Project Schedule. ○ Coverage Standard and Strategy (Darkhorse informed). ○ Facility Needs. ○ Itemized Costs and Improvements Budget. • Phase 3 – Final Capital Facilities Plan. <ul style="list-style-type: none"> ○ Draft development. ○ Stakeholder Presentations. ○ Bond Considerations and Realistic Costs. ○ Alternative Funding Sources. ○ Adoption Process. ○ Final Capital Facilities Plan Deliverable. |

| | |
|--|--|
| | |
|--|--|

Proposed Council Action

Fiscal Impact

Total Cost: [Click or tap here to enter text.](#)

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Progress

- Kickoff meeting with key stakeholders held January 16, 2023 at the SFD Training Center. See attached for meeting minutes and attendance log.
- Subconsultants under contract.
- Integrus/TCA internal progress meetings.
- Initial data received from SFD.
- Darkhorse Analytics hired (provides data analysis tools specific to the Emergency Services industry. Their platform assists emergency service providers to review and test strategic decisions and processes that will impact service response times to better understand implications of various options).

Under Development

- Apparatus and Staffing Matrix.
- Remaining SFD data gathering.
- Darkhorse data gathering - Darkhorse will be working with Brian Harris (TCA) and the SFD to collect and validate data.
- Needs Analysis framework.

Next Steps

- Inventory Report and Analysis of Existing Capital Facilities
- Establish digital file share for team
- Stakeholder Interviews -at Integrus's offices.
- Phase 2 – Define Future Facility Needs and Budget.
 - Project Schedule.
 - Coverage Standard and Strategy (Darkhorse informed).
 - Facility Needs.
 - Itemized Costs and Improvements Budget.
- Phase 3 – Final Capital Facilities Plan.
 - Draft development.
 - Stakeholder Presentations.
 - Bond Considerations and Realistic Costs.
 - Alternative Funding Sources.
 - Adoption Process.
 - Final Capital Facilities Plan Deliverable.

MEETING MINUTES

TO: The File

FROM: Preston Potratz, AIA, NCARB
Principal, Integrus Architecture

DATE: January 17, 2023

SUBJECT: Minutes of the Meeting
Held January 16, 2023
Spokane Fire Department Capital Facilities Plan
Integrus Project No. 22266.01

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | office
206.628.3138 | fax

10 S. Cedar Street
Spokane, WA 99201
PO Box 1482 (99210)
50.838.8681 | office
509.838.2194 | fax

Parties In Attendance:
See attached list.

The following is a record of the author's understanding of comments made and direction given. Written clarifications or corrections should be directed to Integrus Architecture within seven days of the date of publication of these minutes.

This was the initial kickoff meeting to introduce the Integrus / TCA team to the city stakeholder group. The primary goal was to document the stakeholders' goals and concerns for this project; to outline the process for developing the plan; and to define roles and lines of communication. The meeting agenda and attendance log is attached to these minutes.

- I. After team introductions and a brief presentation by TCA to outline process, we asked each stakeholder present to share their goal for this plan and their biggest concern right now.
- A. Randy Marier, Local 29 President
 1. Meet NFPA 1710 for coverage and deployment of fire services throughout the city.
 2. Need a stable plan.
 - B. Lee McNamee, Local 29 Vice President
 1. Meet NFPA 1710.
 2. Expressed concern about the status of Station 6 and the need to address it in a short time frame. Station 6 is currently located on property not owned by the city.
 3. Expressed concern about lack of fire department coverage in other areas of the city – mentioned the Eagle Ridge area specifically.
 - C. Sue Raymond, SFD Admin Manager
 1. Indicated that her role is to support communications and scheduling for SFD.
 2. A goal is scheduling efficiency.

TCA
6211 Roosevelt Way NE
Seattle, WA 98115
206.522.2830 | office

- D. Lance Dahl, Division Chief – Fire Prevention
 - 1. Mentioned needing decent access to / from Highway 195 – this is also near the Eagle Ridge area that Lee brought up.
 - 2. Expressed concern questioning if Stations 7 & 15 are in the best locations to provide service.
 - 3. Concerned with compliance issues with the 2021 codes (scheduled to be adopted July 1).
 - 4. Noted future-proofing as a goal.

- E. David Stockdill, Division Chief – Logs
 - 1. Expressed concerns over maintenance and upkeep of current facilities.
 - 2. The prototypical stations completed in the late '80s – early '90s just had significant HVAC replacements completed in the last year.
 - 3. Wants to see a plan that provides a recommended sequence for replacements or upgrades.
 - 4. Goal is to, “Do the right things, while doing things right.”

- F. Matt Boston, City Council Budget
 - 1. Plan should consider staffing and utilizing the best operational approach.
 - 2. Plan must provide “the science to explain the decisions.”
 - 3. Maintain an open and constant line of communication with city council.
 - 4. Need options to consider what is affordable and need to realize the “ideal model” may not be affordable.

- G. Brian Schaeffer, Fire Chief
 - 1. Reiterated the need for communication with council on a monthly basis.
 - 2. Process transparency is a focus.
 - 3. Need a science-based plan to take to the CFO and politicians.
 - 4. Station safety is a big concern.
 - a. Mentioned lack of fire safety systems in the stations themselves.
 - b. Concerned with toxic substances that the fire staff come into contact with and how best to manage this in the apparatus as well as the stations. Feels that they have good plans in place now but are hampered by their dated facilities and lack of space to properly manage decontamination.
 - 5. Need to provide monthly reports to the Public Safety Committee.

- H. Kevin Schmitt, Accounting
 - 1. Stop the “bandaid” approach.
 - 2. Need a financial roadmap.
 - 3. Develop a plan that outlines realistic costs and phasing.

- I. Tonya Wallace, CFO
 - 1. We lack a 20-year plan.
 - 2. This plan should be included in the city comprehensive plan.
 - 3. Plan should identify current deficiencies and growth needs separately.
 - a. Provide information that could be used to assess growth impact fees.

4. Will need to be able to explain the plan to the taxpayers and data is the best way to do this.

J. Other conversations included

1. Plan should outline the service and economic impacts of doing nothing.
2. Schedule should target a rough draft by July/August 2023 with a final report by end of '23. David Stockdill cautioned against rushing the plan noting "plan slow to move fast."
3. Station 6 – a new lease was just signed with the property owners through Dec. '25.
4. SFD uses Power BI (a Microsoft product) to maintain and track real-time data.
5. Future meetings will be held at Integrus' offices when feasible to limit distractions to the FD staff. The following interview groups were discussed:
 - a. Admin
 - b. Logistics
 - c. Operations
 - d. Training
 - e. Politicians
6. Chief noted the pandemic taught us fire stations are not community centers they are operationally focused facilities. Noted stations currently lack hardening CCTV security.
7. Communications with the Chief should also be copied to Randy Marier.

II. Next Steps

Data Collection (Chief noted IFO reports are on their website).

\\integrus.local\data\production\projects\civic\2022\22266.01 - spokane fire dept capital facilities plan\doc\4-1 meeting minutes (design phases)\minutes 1-16-22 pp.docx

Attachments: Parties In Attendance List

Routing:

| | |
|----------------|--------------|
| Sue Raymond, | Spokane Fire |
| Brian Harris, | TCA |
| Forest Hooker, | TCA |
| Bob Estlund, | Integrus |
| Steven Clark, | Integrus |

City of Spokane Capital Facilities Plan
Integrus Project No. 22266.01

Kickoff

DATE: January 16, 2023

PLACE: SFD Training Center, Classroom A

PARTIES IN ATTENDANCE:

| NAME | REPRESENTING | E-MAIL | INITIAL |
|--|---------------------------------------|-----------------------------|---------|
| Brian Schaeffer, Fire Chief | Fire Department – Command Staff | bschaeffer@spokanecity.org | BFS |
| Tom Williams, Assistant Chief | Fire Department – Command Staff | tmwilliams@spokanecity.org | |
| Julie O'Berg, Deputy Chief Ops | Fire Department – Command Staff | joberg@spokanecity.org | |
| Rex Strickland, Deputy Chief Training | Fire Department – Command Staff | rstrickland@spokanecity.org | |
| Sue Raymond, Admin Manager | Fire Department – Command Staff | sraymon@spokanecity.org | SR |
| David Stockdill, Division Chief – Logs | Fire Department – Primary Stakeholder | dstockdill@spokanecity.org | DS |
| Lance Dahl, Division Chief – Fire Prevention | Fire Department – Primary Stakeholder | idahl@spokanecity.org | LD |
| Randy Marler, Local 29 President | Fire Department – Primary Stakeholder | presidentiaffl29@gmail.com | RM |
| Lee McNamee, Local 29 Vice President | Fire Department – Primary Stakeholder | vicepresiaffl29@gmail.com | RL |
| Dan Renner, Local 29 Chief's Union | Fire Department – Primary Stakeholder | drenner@spokanecity.org | |
| Matt Boston, Council Budget | City of Spokane Stakeholder | mboston@spokanecity.org | MB |
| Mike Carthcart, Council Public Safety Chair | City of Spokane Stakeholder | mcathcart@spokanecity.org | |
| Johnnie Perkins, City Administrator | City of Spokane Stakeholder | jperkins@spokanecity.org | |
| Collin Tracy, Mayor Policy Advisor | City of Spokane Stakeholder | ctracy@spokanecity.org | |
| Tonya Wallace, CFO | City of Spokane Stakeholder | twallace@spokanecity.org | TW |
| Preston Potratz, Principal | Integrus Architecture | ppotratz@integrusarch.com | |
| Bob Estlund, Project Manager | Integrus Architecture | bestlund@integrusarch.com | |
| Brian Harris, Principal | TCA | brian@tca-inc.com | BH |
| Forest Hooker, Principal PM | TCA | forest@tca-inc.com | FH |

Kevin Schmitt, Accounting
document3

Kschmitt@spokanecity.org KS

AGENDA

City of Spokane Capital Facilities Plan
Integrus Project No. 22266.01
SFD Training Center
Classroom A
January 16, 2023
10:00am – 12:00pm

DISCUSSION ITEMS

1. Today's Purpose
2. Introductions
3. Coming Together Exercise
 - a. Goals
 - b. Concerns
 - c. Risks
 - d. Opportunities
4. Schedule
5. Scope Overview
 - a. Phase 1: Inventory & Needs Analysis (Baseline of current situation)
 - b. Phase 2: Future Needs Defined
 - c. Phase 3: Final Capital Facilities Plan (Recommendations, Timeline, Funding)
6. PHASE 1: Inventory & Needs Analysis (Baseline of current situation)
 - a. Phase 1A: Baseline Condition- Facilities
 - i. Detailed inventory existing capital facilities
 - ii. Detailed analysis of existing capital facilities
 1. Existing programmatic accommodations
 2. Physical condition
 3. Systems
 4. Code and standards compliance
 5. Maintenance
 - b. Phase 1B: Baseline Deployment
 - i. Personnel
 - ii. Apparatus
 - iii. Neighboring Jurisdictions- Automatic and Mutual Aid
 - c. Phase 1C: Baseline response
 - i. All incidents
 - ii. Incidents by type
 - iii. Travel time

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | office
206.628.3138 | fax

10 S. Cedar Street
Spokane, WA 99201
PO Box 1482 (99210)
509.838.8681 | office
509.838.2194 | fax

TCA
6211 Roosevelt Way NE
Seattle, WA 98115
206.522.2830 | office

7. PHASE 2: Future Facility Needs Defined
 - a. Phase 2A
 - i. Planning horizon
 - ii. Operational change
 - iii. Long-term facility needs
 1. Renovation, replacement, new
 2. Support facilities
 - iv. Gap analysis
 - v. Test-to-fits
 - vi. Pricing and alternatives
 - vii. Alternatives
 - b. Phase 2B: Service Projections
 - i. Growth and Population
 - ii. Demographics
 - iii. Incident Forecasting
 - iv. Conclusions and findings
8. PHASE 3: Final Capital Facilities Plan
 - a. Phase 3
 - i. Final capital facilities need overview
 - ii. Capital facility cost/Financial plan
 - iii. Master implementation schedule
 - iv. Funding
9. Protocols/Procedures
 - a. Communication– Points of Contact
 - b. Committees
 - c. Standing Meetings
 - d. Meeting Minutes / Format
10. Data Collection
 - a. As-built drawings
 - b. Studies
 - c. Maintenance schedule and records
 - d. Strategic plans
 - e. Other
11. Open Discussion

NEXT STEPS

HANDOUTS:

Agenda

3.6

15 min

3.6 - Broadband Update

Finch, Eric

CM Cathcart, CM Wilkerson

Spokane County and State Broadband Action Team update and ILA

| For Decision

Attachments

[Interlocal Agreement BROADLINC and CoS - Addendum C - Executive Summary v1.docx](#)

[Interlocal Agreement BROADLINC and CoS_04APR2023.docx](#)

[Spokane BAT Briefing Paper Draft 30MAR2023_CoS.docx](#)

[Broadband PDA BROADLINC Exec Summary_Final.pdf](#)

[County Broadline PDA creation resolution 22-0845.pdf](#)

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE
SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING
NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES
DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS**

ADDENDUM C

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, WA 99201 (as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY**, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WHEREAS, the parties entered into an interlocal agreement regarding necessary open access broadband infrastructure, services delivery enhancement and dignital equity solution and desire to add an addendum to the agreement as set forth below.

NOW, THEREFORE, the Parties hereby agree to add this addendum to the interlocal agreement as follows:

SECTION NO. 1: EXECUTIVE SUMMARY

CITY OF SPOKANE BENEFITS AND VALUE FOR PARTICIPATION IN BROADBAND INFRASTRUCTURE AND DIGITAL EQUITY AS PART OF REGIONAL EFFORT

A. The City of Spokane has a significant opportunity to be a primary partner and assist in making major investments in fiber infrastructure to better influence and solve the digital divide in our communities, better connect community facilities, organizations, and operational infrastructure, facilitate large-scale third-party fiber investment, positively influence the digital infrastructure environment to encourage economic development, and provide large scale 100GB+ internet bandwidth into the region for current and future community needs.

B. The City of Spokane’s goals match the regional efforts, and we are well positioned to mutually benefit from ongoing partnership with the BROADLINC PDA:

- Promote affordable high speed broadband access and equity
- Continues multi-agency partnership for economic and workforce development
- Builds community digital resiliency to ensure education, employment, healthcare, public and private sector services can be responsive and always available

- Put Spokane “on the digital map” for digital infrastructure and broadband service capability to be seen as a digital leader in the Pacific Northwest

C. The City of Spokane’s digital strategy last updated in 2021 is to guide and inform investment and partnership in these areas:

- Connect current and future partner services including public safety, justice, transportation, healthcare, workforce development, and other public services
- Position the City of Spokane as a peer partner in digital infrastructure to enable connections at lower cost while minimizing new street disruption
- Leverage conduit and fiber assets to provide revenue to maintain and expand
- Become a critically needed tool for economic development and business attraction in our Public Development Authorities (PDAs) and Citywide
- Facilitate significantly more high-speed bandwidth into the region
- Create resiliency in our digital infrastructure by providing three routes out of region including eastward to ensure high availability

D. The City of Spokane has an extensive physical network of over 240 miles of conduit and fiber with these characteristics:

- Over 10 active and planned lease agreements to telecommunications providers and other government, education, non-profit, and quasi-government partners generating revenue or in-kind exchange of services.
- Active Tier 2 internet service provider with an active internet exchange point since 2018 that can provide connection services today up to 10GB
- Active programs targeting digital divide, access, and literacy through our Library
- Active programs and staff committed to ongoing digital infrastructure investment
- Ongoing planning and investment in digital infrastructure development including for our Public Development Authorities
- Advocated for greater regional broadband access and investment including economic development needs since 2017.

E. The City of Spokane, in leveraging it’s current digital assets, staff, and expertise for a regional approach advocates an enduring board position from the City of Spokane (or any large-scale asset provider) as a primary contributor and planner of digital infrastructure and broadband assets in the region and specifically for the City of Spokane, Urban Growth Area (UGA), Utility Service Area, and any joint Public Development Authorities (PDAs) where significant involvement in utility infrastructure already exists or is planned.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE
SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING
NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES
DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, WA 99201(as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY** , a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WITNESSETH:

WHEREAS, the CITY OF SPOKANE is a State of Washington first class charter CITY organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS,

WHEREAS, Spokane County, acting through the Board of County Commissioners, approved Resolution 2022-0845 on December 13, 2022, which is attached hereto as **Exhibit A** and incorporated herein by this reference, which created the Spokane Regional Broadband Development Authority to (i) oversee the acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements; and

WHEREAS, Resolution 2022-0845 also adopted BROADLINC’s charter (the “Charter”), which is attached hereto as **Exhibit B** and incorporated herein by this reference, authorized the creation of corporate bylaws, and established a Board of Directors to govern its affairs; and

WHEREAS, the PARTIES recognize the need to promote digital equity and inclusion that aims to ensure all people and communities have skills, technology and capacity needed to reap the full benefits of our digital economy; and

WHEREAS, Resolution 2022-0845 and the Charter anticipate that various cities and towns will enter into interlocal agreements with BROADLINC for the sole purpose of planning, creating and maintaining regional broadband infrastructure capacity and service delivery expansion to such entities; and

WHEREAS, Chapter 39.34 RCW (the “Interlocal Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, it is the desire of the CITY to enter into this Agreement with BROADLINC to assist the CITY in the administration, coordination, implementation, and deployment of broadband infrastructure and access. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations including those where there is demonstrated digital equity needs; as set forth in this Agreement; and

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

NOW, THEREFORE, the PARTIES hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to allow BROADLINC to coordinate with the CITY in the development of strategies and plans that encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

2.1 **CITY’s Responsibilities:** The CITY’s obligations under this Agreement are to: (1) designate a primary point of contact for BROADLINC Executive Director; (2) coordinate the selection for the board position on the BROADLINC board from towns/cities having recorded populations over 50,000, as determined by the most recent US Census, which board membership shall be otherwise governed by BROADLINC’s Charter and bylaws; and (3) inform BROADLINC of broadband and digital equity related activities, including private internet service providers communicating with the City/Town in conjunction with the broadband efforts. The CITY, within its sole discretion, shall determine the appropriate legislative or administrative action to effectuate the foregoing commitments.

2.2 **BROADLINC’s Responsibilities:** BROADLINC’s obligations are based on the responsibilities enumerated in the Resolution 2022-0845, Charter and its bylaws, and include the following:

- a) Oversee assets of BROADLINC. Additionally, and upon mutual agreement by the PARTIES, the CITY may convey, lease, and/or allow joint use of CITY owned broadband infrastructure to BROADLINC.

- b) Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
- c) Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
- d) Oversee BROADLINC’s budget and ensure Third Party Entities timely receive appropriate revenues.
- e) Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.
- f) Oversee the expansion of BROADLINC though the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
- g) Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
- h) Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.
- i) BROADLINC shall submit a yearly budget, annual report of actuals and revenue proforma to CITY.

SECTION NO. 3: DURATION

This Agreement shall take effect on the Effective Date and shall continue unless one or all of the PARTIES give notice of termination as provided for in Section 9 of this Agreement, or unless BROADLINC terminates pursuant to Resolution 2022-0845, its Charter or State law

SECTION NO. 4: COMPENSATION

There shall be no direct compensation to or from either party.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES’ relationship is set forth in the Recitals of Spokane County Resolution 2022-0845, which is attached hereto as **Exhibit A**.

SECTION NO. 6: LIABILITY

6.1 BROADLINC hereby agrees to indemnify and hold harmless the CITY, its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of BROADLINC's negligence or BROADLINC's failure to comply with applicable laws in BROADLINC's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which the CITY has agreed to indemnify BROADLINC hereunder) and to defend for and on behalf of the CITY, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.2 The CITY hereby agrees to indemnify and hold harmless BROADLINC, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of the CITY's negligence or the CITY's failure to comply with applicable laws in the CITY's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which BROADLINC has agreed to indemnify the CITY hereunder), and to defend for and on behalf of BROADLINC, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.3 As BROADLINC's activities, operations, and assets change, the BROADLINC agrees to acquire and maintain appropriate insurance, including but not limited to public liability insurance and errors and omissions insurance, in an amount as specified by the CITY and approved by the appropriate CITY department sufficient to cover potential claims that may arise from or be related to BROADLINC's projects or activities. BROADLINC agrees to name the CITY as an additional insured on such insurance policies.

6.4 Pursuant to state law, the PARTIES expressly understand and agree that any obligation or liability arising out of and/or incurred by either party by reason of this Agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from the assets and credit of the party incurring such liability or obligation, and no creditor or any other person or entity shall have any recourse to any of the assets, credit, or services of the CITY or Spokane County on account of any debts, obligations, or liabilities of BROADLINC. No member of the Board, other officer, employee or agent of BROADLINC shall be individually and personally liable on any obligation assumed by BROADLINC by this Agreement, nor shall any Board member, other officer, employee or agent be individually and personally liable on any obligation assumed by the CITY by this Agreement.

SECTION NO. 7: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
CITY OF SPOKANE

808 West Spokane Falls Blvd
Spokane, Washington 99201

BROADLINC: Executive Director
BROADLINC Public Development
1116 West Broadway Ave
Spokane, WA 99260

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of either party hereto, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 9: TERMINATION

Except as otherwise contemplated by Section 3 above, there shall be no specific termination date applicable to this Agreement. However, either party may, solely within its own discretion, terminate this Agreement with one hundred and eighty days' notice to the non-terminating party.

SECTION NO. 10: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the PARTIES. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the PARTIES, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- H. **UNDEFINED OR CONFLICTING TERMS:** Any capitalized terms that are otherwise undefined herein shall take the meaning assigned in the attached Resolution 2022-0845 or Charter. In the event of a conflict between the terms of this Agreement and Resolution 2022-0845 or the Charter; Resolution 2022-0845 shall control, the Charter shall be second in priority followed by this Agreement.

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity will be created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section No. 2 above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** To the extent applicable, each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by BROADLINC under this Agreement shall remain with BROADLINC, unless otherwise provided for in Ordinance No. 2022-0845 or as otherwise agreed to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the Effective Date first written above.

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

BROADLINC

By: _____
Its: _____

EXHIBIT A

(Resolution 2022-0845)

EXHIBIT B

(PDA Charter)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Submitting Department | Community and Economic Development, Innovation and Technology |
| Contact Name | Steve MacDonald, Eric Finch, Ariane Schmidt (County/BROADLINC) |
| Contact Email & Phone | efinch@spokanecity.org |
| Council Sponsor(s) | CM Cathcart, CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10-15 min |
| Agenda Item Name | Spokane County and State Broadband Action Team update and ILA |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Update from Ariane Schmidt, Acting Executive Director for the broadband regional public development authority, BROADLINC and Spokane Broadband Action Team (BAT)Lead regarding potential membership of the City of Spokane in the PDA. BROADLINC was created to focus on the expansion of broadband access and digital equity regionwide including within the City of Spokane. This is related to the briefing done by Steve MacDonald a few weeks ago on the broadband grant opportunities with one goal of highlighting the joint planning and process the County, City of Spokane, and other jurisdictions regionally are doing.</p> <p>The City of Spokane will have a seat on the BROADLINC Board and operational efforts near-term will focus on planning and capturing digital equity information for a statewide report for the Federal Government as a pre-requisite to funding availability later this year. BROADLINC will then facilitate grant proposal response, implementation of additional digital infrastructure to provide pathways for unserved and underserved populations as well as the ability to leverage currently available City of Spokane broadband assets. This will result in additional revenue source for the City of Spokane and Economic Development PDAs (S3R3, NEPDA and UD)</p> |
| Proposed Council Action | Approval of the BROADLINC member city ILA and support of the regional planning process and participation in helping define the digital equity needs for our community. Upon support, would request being able to fast track ILA council approval at the April 24 th meeting to allow CITY member to be part of May PDA board sessions. |
| <p>Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A No cost to join PDA. Costs seen to be grant funded with new future revenue or grant opportunities, with more information to be presented in May/June. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Federal and State grants</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring N/A Other budget impacts: (revenue generating, match requirements, etc.)</p> | |

| |
|---|
| <p>Operations Impacts (If N/A, please give a brief description as to why)</p> |
| <p>What impacts would the proposal have on historically excluded communities? Primary focus is on digital equity and access, to provide quality internet access for all. Specifically targets unserved and underserved populations.</p> |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Public information from the federal, state, and local level will be used in a de-identified manner to ensure the most accurate understanding of all internet connection points in our area, the level of access and choice, and the relative equity and economic geographic data to help develop a map of areas that are unserved, underserved, and have digital equity challenges that help support the need for grant funding.</p> |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Measurements are defined by the National Telecommunications and Information Administration (NTIA) and Broadband Equity, Access and Deployment (BEAD) program requirements that include, but are not limited to the increase of choices to unserved, underserved, increase of participation in existing programs for internet access, increase in average bandwidth available, and cost.</p> |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This program can lead to significant new grant investment, and new revenues from publicly owned broadband assets, to increase digital equity and access, lower cost for consumers, facilitate remote needs for employment, tele-health, and education, and provide future opportunity for economic development.</p> |

Spokane County Broadband Public Development Authority (PDA)

BROADLINC

Executive Summary of Formation

Purpose

BROADLINC (a Public Development Authority of Spokane County) will be created exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements noted below:

1. Oversee assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
4. Oversee BROADLINC's budget and ensure Third Party Entities timely receive appropriate revenues.
5. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.,
6. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
7. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
8. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

Board Construct

The BROADLINC Board shall be composed as follows:

- a) Spokane County Commissioner
- b) Spokane County Chief Executive Officer
- c) Spokane County Public Works Director
- d) One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
- e) One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

The following two (2) Working Subcommittees shall be established by the Board:

- a) Broadband Action Team (BAT) that includes the BROADLINC Executive Director who participates/facilitates in the monthly meetings for community and stakeholder engagement.

- b) Finance Committee that includes the BROADLINC Executive Director, Spokane County Senior Director, Finance and Administration (or representative) and a Board Member appointed by the BROADLINC Board to oversee the yearly budget, grant scope/budget responses, dark fiber lease and/or Monthly Reoccurring Charges (MRC) fee recommendation, and update on services contracts

Shared Revenues Between PDA and Third Party/Member Entities

Revenues are expected from BROADLINC owned Dark Fiber, or fiber optical cable that is not provisioned with lit services. The Dark Fiber will be leased to telecommunications providers (Private ISPs and others – Fire Dist, School Dist) through a Monthly Reoccurring Charge (MRC).

The Net Operating Revenue will be the excess funds BROADLINC has remaining for allocation back to eligible Third Party/Member Entities after

- (i) paying the Operating Entity,
- (ii) paying for BROADLINC operating expenses, and
- (iii) paying for capital uses and establishment of a capital reserve or as otherwise determined appropriate by the BROADLINC Board.

Example: Dark Fiber Lease charged to ISP per drop is \$20. Operator takes 15% (\$3). The remainder goes to PDA expenses, CIP and then back to Member Entities as revenue

Interim MOU

A recommendation for a short-term MOU between Spokane County and BROADLINC for interim legal, financial and other administrative services until BROADLINC Board membership and bylaws are finalized and able to make decisions regarding the Executive Director selection and other contracted services are established.

Bylaws

Upon formation, the BROADLINC Board, with the Executive Director will construct and adopt the PDA Bylaws.

RESOLUTION NO. **22 - 0845**

A RESOLUTION CREATING SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (BROADLINC); APPROVING A CHARTER THEREFOR; ESTABLISHING A BOARD TO GOVERN THE AFFAIRS OF BROADLINC; PROVIDING HOW BROADLINC SHALL CONDUCT ITS AFFAIRS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“Spokane County”); and

WHEREAS, pursuant to the provisions of the Revised Code of Washington (“RCW”) 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), Spokane County, acting through the Board of County Commissioners has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions RCW 43.330.530 through RCW43.330.538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions being to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County; and

WHEREAS, the Spokane County recognizes that Digital Equity Act provides \$2.75 billion to establish three grant programs that promote digital equity and inclusion which aim to ensure that all people and communities have the skills, technology, and capacity needed to reap

the full benefits of our digital economy. The Act is a necessary component of broadband access for constituents within incorporated and unincorporated areas of the Spokane County; and

WHEREAS, Spokane County, acting through the Board of County Commissioners, desires to create a public development authority that will (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, Spokane County anticipates that various cities and towns will enter into interlocal cooperation act agreements with the Public Development Authority created by this document for the sole purpose of regional broadband infrastructure capacity and services delivery expansion to such entities; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington, is desirous of considering the creation of a public development authority as authorized under RCW 35.21.730 through RCW 35.31.759 for the hereinabove purposes and finds the adoption of this Resolution will further the general public health, safety, welfare and economic development opportunity.

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, STATE OF WASHINGTON, PURSUANT TO THE PROVISIONS OF RCW 35.21.730 THROUGH RCW 35.21.759 AS FOLLOWS:

A new chapter hereby added to the Spokane County Code to read as follows:

SPOKANE REGIONAL BROADBAND PUBLIC DEVELOPMENT AUTHORITY

SECTION NO. 1: Purpose.

As authorized by RCW 35.21.730 through RCW 35.21.759, a public authority, to be known as "SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (hereinafter (BROADLINC)", is hereby created exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.
7. Oversee the expansion of BROADLINC though the inclusion of additional participating municipal corporations, public entities, or municipalities (*i.e.* cities, towns, municipal

corporations, public utility districts, quasi-municipal corporations, and special purpose districts).

8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the County, BROADLINC constitutes a public agency and a creation of the County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

SECTION NO. 2: Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "BROADLINC Governing Board" or "Board" means the governing body of BROADLINC.
- (2) "Bylaws" means the rules adopted for the regulation or management of the affairs of BROADLINC and all subsequent amendments thereto.
- (3) "Operating Entity" means the entity performing the operational services to maintain broadband assets and services including the use of Dark Fiber strands.
- (4) "ISP" means private sector Internet Services Provider that provides the ability for a user to send information to and receive information from the internet for business and personal use.
- (5) "Middle-Mile" means the segment of internet connectivity that connects the global internet

network to the last mile. It is often delivered via high-speed fiber. Middle-mile networks service as a backbone for a specific region.

(6) "Digital Equity and Inclusion" means the Broadband Equity, Access, and Deployment ("BEAD") program as part of the Infrastructure Investment and Jobs Act ("IIJA").

(7) "Charter" means the charter as the governing document of BROADLINC adopted by this chapter and all subsequent amendments thereto.

(8) "County" means Spokane County.

(9) "Clerk" means the clerk of the Board of County Commissioners or a person authorized to act on such officer's behalf.

(10) "Final action" of the BROADLINC Board means a collective positive or negative decision or an actual vote by a vote of a majority of voting members of the BROADLINC Board.

(11) "Property" shall have the same meaning as in Article VII, § 1 of the Washington State Constitution, and includes real and personal property, equipment and furnishings, cash, accounts receivable, and anything tangible or intangible that is capable of being owned or controlled to produce value or generate cash flow.

(12) "Public authority" or "authority" means the authority created under this chapter.

(13) "Public agency" means any agency, political subdivision, or unit of local government of the State including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the State government; any agency of the United States; any Indian tribe recognized as such by the federal government.

(14) "Resolution" means a final action of a quorum of the Board, evidenced by a written instrument signed by the chair of the Board.

(15) "State" (when used as a noun) shall mean the State of Washington.

(16) “Dark Fiber” means fiber optical cable that is not provisioned with lit services for fiber optic communication.

(17) “Monthly Reoccurring Charge” or “MRC” means the monthly fee charged to access BROADLINC dark fiber by a telecommunications provider.

(18) “Interlocal Cooperation Act” or “ILA” means chapter 39.34 RCW, as it may be amended from time to time.

(19) “Net Operating Revenue” means the excess funds BROADLINC has remaining for allocation back to eligible Member Entities after (i) paying the Operating Entity, (ii) paying for BROADLINC operating expenses, and (iii) paying for capital uses and establishment of a capital reserve or as otherwise determined appropriate by the BROADLINC Board.

(20) “Member Entities” means special purpose district, municipal corporation, political subdivisions, or other public or private entities or organizations, with an executed ILA with BROADLINC.

(21) “Broadband Action Team” or “BAT” means the unique group established for Spokane County with the Washington State University Extension and Washington State Broadband Office for community engagement to discuss broadband challenges and opportunities, which lead to local capacity building through increased broadband awareness, access and adoption need and highest demand.

SECTION NO. 3: General powers.

Except as limited by the Constitution of the State, laws, regulations, charter, or this chapter, BROADLINC shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which BROADLINC is organized, including the powers listed in this section.

(1) Acquire, construct, own, sell, lease, exchange, encumber, improve, use, transfer, or

grant security interest in real, personal and intellectual property.

(2) Contract with public and private entities.

(3) Employ and terminate (with or without cause) an Executive Director and personnel and contract for personnel and services with public and private entities.

(4) Accept transfers, gifts, or loans of funds or property.

(5) Sue and be sued.

(6) Incur indebtedness and issue bonds and other instruments evidencing indebtedness with prior approval of the County.

(7) Transfer funds, property, property interests, or services.

(8) Exercise any other powers that are consistent with the purpose for which BROADLINC is organized, and are within the express, or implied authority granted by the County subject to the limitation in Section 5 hereinafter including but not limited to:

(a) creation of a strategic plan from which all operational activities flow,

(b) determining how allocated revenues, if any, from the Board of County Commissioners, as well as other revenues collected and/or administered by BROADLINC are expended,

(c) approval of operational and capital budgets for broadband infrastructure and service delivery, and other services provided by BROADLINC paid for in whole or part by revenue sources collected and/or administered by BROADLINC, and

(d) establish a Dark Fiber lease rate and other related assessments or Monthly Reoccurring charge (MRC), and

(9) Make direct operational decisions with respect to the assets owned and service contracts to operate and utilize such assets.

SECTION NO. 4: Liability.

BROADLINC is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC. No creditor or other person shall have any recourse to the assets, credit, or property of the County or other entity on account of any debts, obligations, liabilities, acts, or omissions of BROADLINC, unless otherwise expressly agreed to in writing by the County or other entity.

SECTION NO. 5: Limitation of powers.

In all activities and transactions, BROADLINC shall be limited as provided in this section.

(1) BROADLINC shall have no power of eminent domain or any power to levy taxes or special assessments.

(2) BROADLINC shall have no power to incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources, or credit of the County or any parties under contract with BROADLINC. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC, and no creditor or other person shall have any recourse to the assets, credit, or property of the County or any party under contract with BROADLINC on account of any debts, obligations, liabilities, acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party. The powers, authorities, or rights expressly or impliedly granted to BROADLINC shall not be less than and shall be subject to the County's expressed or implied powers.

(3) BROADLINC is subject to all general laws regulating the County and its officers and officials, including, but not limited to:

- (a) Audits by the State Auditor and accounting requirements in chapter 43.09 RCW;
- (b) Open public record requirements in chapter 42.56 RCW;

- (c) Open public meetings and other public process laws in chapter 42.30 RCW;
- (d) Preservation and destruction of public records in chapter 40.14 RCW;
- (e) Public works requirements in chapter 39.04 RCW;
- (f) Competitive bidding and prevailing wage laws in chapter 39.04 RCW;
- (g) Local government whistleblower laws in chapter 42.41 RCW;
- (h) The prohibition on using public facilities for campaign purposes in chapter 42.17A RCW;
- (i) The Code of Ethics for Municipal Officers-Contract Interests in chapter 42.23 RCW;
- (j) Payments and Advancements in chapter 42.24 RCW;
- (k) The provisions of chapter 4.96 RCW for actions against BROADLINC and its Board, officers, employees, and volunteers; and
- (l) Sale or encumbrance of any real property transferred by the County to the BROADLINC in RCW 35.21.747.

SECTION NO. 6: Charter.

The Charter of BROADLINC is attached hereto as Exhibit A. The Charter shall be issued in duplicate originals, each bearing the signatures of a majority of the members of the Board of County Commissioners and attested by the Clerk. One original shall be filed with the Clerk with this resolution; a duplicate original shall be provided to BROADLINC.

SECTION NO. 7: Effect of issuance of Charter.

BROADLINC shall commence its existence effective upon issuance of its Charter. Except as against the State or the County in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that BROADLINC has been established in compliance with the procedures of this chapter. A copy of the Charter, and any amendments

thereto, shall be provided to the State Auditor.

SECTION NO. 8: BROADLINC Governing Board / Subcommittees.

All corporate powers of BROADLINC shall be exercised by or under the authority of the BROADLINC Governing Board (the "Board"); and the business, property and affairs of BROADLINC shall be managed under the supervision of the Board, except as may be otherwise provided by law, this chapter, or the Charter.

(1) The members of the Board shall be as provided in the Charter. The Board shall be composed as follows:

- a) One (1) Spokane County Commissioner
- b) Spokane County Chief Executive Officer
- c) Spokane County Public Works Director
- d) One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
- e) One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

All Board members shall serve without compensation from BROADLINC.

(2) The following two (2) Working Subcommittees shall be established by the Board which shall have the following corresponding membership, responsibilities and voting principles where identified:

| Working Subcommittee | Membership on Working Subcommittee | Duties of Working Subcommittee |
|-----------------------|------------------------------------|--------------------------------|
| Broadband Action Team | • BROADLINC Executive Director | Monthly Meetings |

| | | |
|-------------------|---|--|
| (BAT) | <ul style="list-style-type: none"> Members listed in the BAT Team | <ul style="list-style-type: none"> Community and Stakeholder Engagement Community and Stakeholder Communication and Feedback Work with other Washington State BAT Teams |
| Finance Committee | <ul style="list-style-type: none"> BROADLINC Executive Director Spokane County Senior Director, Finance and Administration (or representative) BROADLINC Board Member appointed by the Board | <ul style="list-style-type: none"> Yearly Budget Grant Scope and Budget Responses Dark Fiber Lease and/or MRC Recommendation Update on services contracts |

SECTION NO. 9: Quorum.

At all meetings of the Board, a majority of voting members of the Board shall constitute a quorum.

SECTION NO. 10: Meetings of the Board.

The Board shall meet as provided in the Charter, but not less than quarterly. Notice of meetings shall be provided as required by chapter 42.30 RCW. Minutes shall be kept in accordance with chapter 42.30 RCW. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION NO. 11: Bylaws.

Within thirty (30) days after issuance of the Charter, the Board shall hold an organizational meeting, appoint a chair and vice chair, and adopt Bylaws. The Bylaws shall be consistent with the Charter. In the event of a conflict between the Bylaws, this resolution, and the Charter, this resolution shall control, the Charter shall be second in priority, followed by the Bylaws. The power to alter, amend, or repeal the Bylaws or adopt new ones shall be vested in the Board except as otherwise provided in the Charter.

SECTION NO. 12: Board review and approval of required items.

- (1) At least quarterly, the Board shall review monthly statements of income and

expenses which compare budgeted expenditures to actual expenditures. The Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews and include such information.

(2) Review and approval of the Board by resolution shall be necessary for any of the following transactions:

- (a) Transfer or conveyance of an interest in real estate other than release of a lien or satisfaction of a mortgage after payment has been received and execution of a lease.
- (b) Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
- (c) Donation of money, property, or other assets belonging to BROADLINC.
- (d) Action by BROADLINC as a surety or guarantor.
- (e) Adoption of an annual budget and a separate capital budget, and amendments thereto.
- (f) Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the clerk as true and correct in the opinion of the Board and of its members except as noted.
- (g) Adopting and amending the Bylaws.
- (h) Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
- (i) Instituting legal proceedings in BROADLINC's name.
- (j) Dissolution of BROADLINC, upon approval by two thirds of the entire Board.

- (k) Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).
- (l) Recommending amendments to the Charter.

SECTION NO. 13: Charter amendments.

(1) Proceedings Preliminary to Recommending Amendments to the Charter. Any Board member may propose a Charter amendment(s) (subject to prior approval by the Board as provided in this section) to the County. Final action by resolution of the Board is necessary to consider recommending proposed amendment(s) to the Charter. If the Board approves consideration of a proposed amendment(s) to the Charter, information about the proposed Charter amendment(s), including a copy of the proposed amendment(s) in a format that strikes over material to be deleted and underlines new material and a statement of the amendment's purpose and effect, shall be provided to each member of the Board at least thirty (30) days prior to the meeting at which a vote will be taken on a resolution recommending to the County amending the Charter.

(2) Action Amending the Charter. After the preliminary proceedings described in subsection (1) of this section have occurred, final action upon approval by two thirds of the entire Board may be taken recommending to the County amending the Charter. If the amendment(s) differs materially from the original proposed amendment(s) considered during preliminary proceedings, then the preliminary proceedings described in subsection (1) of this section shall be repeated. After final action recommending amending the Charter, the amended Charter recommendation shall be forwarded to the County for action. The County shall consider any recommendation of the Board received under this Section and either approve, disapprove or modify the recommendation as the County deems appropriate. Any amendment to the Charter shall be issued in duplicate originals, each bearing the signature of

the Chair of the Board of County Commissioners. One original shall be filed with the clerk and a duplicate original shall be forwarded to and retained by BROADLINC. PROVIDED, however this Section shall not in any way limit the ability of the County to amend or modify the Charter at any time without processing an amendment with the Board.

SECTION NO. 14: Treasurer.

The Board shall appoint the Spokane County Treasurer to administer a special fund designated "Operating fund of BROADLINC." The appointed treasurer shall be responsible for handling BROADLINC's accounts and finances. The Board shall file a fidelity bond in an amount determined by the Board to be adequate and appropriate covering the actions and omissions of the Treasurer.

SECTION NO. 15: Funding.

Funding of BROADLINC operations and activities shall come substantially from: (1) grants, and (2) Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). BROADLINC shall use all revenues solely as provided for in the Section No. 1 of this Resolution.

SECTION NO. 16: Audits, inspections, and reports.

Local government accounting laws, and RCW 43.09.200 through 43.09.2855, shall apply to BROADLINC, and copies of all reports filed with the State Auditor shall be filed contemporaneously with the Clerk. At any reasonable time and as often as the County or State Auditor deem necessary, BROADLINC shall make available for inspection, examination, auditing, and copying all of its records, including but not limited to contracts, invoices, payrolls, personnel records, inventories, and financial records and other relevant records. Consistent with RCW 35.21.745(1), the County shall retain the right to control and oversee BROADLINC's operations and funds in order to correct any deficiency and to assure that its purpose is being

accomplished. This responsibility shall not create any liability for the County. BROADLINC shall honor any request by the County in conjunction with its meeting this statutory responsibility.

SECTION NO. 17: Insurance.

BROADLINC shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death, or disability and for property damage, which may arise in connection with the acts or omissions of BROADLINC naming the County as an additional insured (or equivalent under the terms of the policy/policies).

SECTION NO. 18: Trusteeship.

The County may, after a public hearing with notice to BROADLINC, petition the superior court to impose a trusteeship over BROADLINC. Any trustee appointed by the superior court shall take such actions as necessary during the trusteeship to achieve the object thereof as reasonable, including suspend and/or remove BROADLINC officials, manage the assets and affairs of BROADLINC, exercise any and all BROADLINC powers as necessary or appropriate to fulfill outstanding obligations, restore the capability of BROADLINC, and, if so authorized by the superior court, to oversee its dissolution in accordance with RCW 35.21.750.

SECTION NO. 19: Dissolution.

(1) The Board may propose to the County that BROADLINC be dissolved. Such proposal must be made by resolution adopted by two-thirds of the entire Board at a regular or special meeting of which thirty (30) days advance written notice was given to each Board member, the Clerk and every Member Entity receiving services by BROADLINC at the time. Information about the proposed dissolution, including the grounds for dissolution and distribution of BROADLINC property, shall be provided to each member of the Board, the

Clerk and every Member Entity of BROADLINC at the time at least fourteen (14) days prior to the meeting at which a vote will be taken on the resolution. Within thirty days of adoption of a resolution approving dissolution of BROADLINC, a copy of the resolution shall be delivered to the Clerk. The County may, after a public hearing, dissolve BROADLINC. Upon dissolution, all BROADLINC property, net of all outstanding liabilities, shall be distributed as set forth in an agreed plan of distribution adopted by a two-thirds of the entire Board.

(2) Upon the action taken under Section 19 (1), the County may, after a public hearing with notice to BROADLINC, petition the superior court to dissolve BROADLINC in accordance with RCW 35.21.750. Upon dissolution of BROADLINC and the winding of its affairs, and as determined by order of the Court, any remaining rights, assets, and property may be transferred to a qualified public entity or entities which will fulfill the purposes for which BROADLINC was chartered. Otherwise, all remaining rights, assets, and property shall vest in the County. Upon completion of dissolution proceedings, the Clerk shall indicate such dissolution by inscription of "charter cancelled" on the Charter of BROADLINC, and the existence of BROADLINC shall cease. The Clerk shall give notice thereof to the State Auditor and to other persons as provided in the dissolution statement.

(3) In the event of the insolvency or dissolution of BROADLINC, the superior court of the county in which BROADLINC is or was operating shall have jurisdiction and authority to appoint trustees or receivers of corporate property and assets and supervise such trusteeship or receivership: Provided, that all liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

SECTION NO. 20: Construction and order of precedence.

This chapter shall be liberally construed so as to effectuate its purposes and the purposes of RCW 35.21.730 through RCW 35.21.759. In the event of an inconsistency between the Charter and this chapter, the inconsistency shall be resolved by giving precedence to this chapter.

SECTION NO. 21: Severability.

If any provision of this resolution or its application to any person or circumstance is held invalid or unconstitutional, the remainder of the resolution or its application to other persons or circumstances shall not be affected.

SECTION NO. 22: Effective Date.

This resolution shall be effective upon adoption and passage by the Board of County Commissioners.

PASSED AND ADOPTED this 13th day of Dec., 2022.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

Mary L. Kuney, Chair

Al French

Al French, Vice-chair

ATTEST:

Ginna Vasquez

Ginna Vasquez
Clerk of the Board

Josh Kerns

Josh Kerns, Commissioner

EXHIBIT A

CHARTER OF THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY

ARTICLE I: NAME

The name of the Authority shall be SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY, also known as BROADLINC.

ARTICLE II: AUTHORITY AND LIMIT ON LIABILITY

Section II.01. Authority. BROADLINC is a public corporation organized pursuant to RCW 35.21.730 through 35.21.759, and Resolution No. 22-_____ (hereinafter "Resolution") of Spokane County, Washington (the "County").

Section II.02. Limit on Liability. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC, and no other creditor or other person shall have any right of action against or recourse to the County or any of the parties under contract with BROADLINC, their assets, credit or property on account of any debts, obligations, liabilities or acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party.

The following disclaimer shall be printed or stamped on all contracts and other documents that evidence any debt by BROADLINC. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than BROADLINC.

The Spokane Regional Broadband Development Authority ("BROADBAND") is organized pursuant to Resolution No. 22-___ of the Board of County Commissioners of Spokane County, Washington (the "County"), as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County or any other entity on account of any debts, obligations, or liabilities of BROADLINC unless expressly agreed to in writing by the County or entity.

RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority."

ARTICLE III: DEFINITIONS

The words and phrases in this Charter shall have the same meanings as defined in the Resolution.

ARTICLE IV: DURATION

The duration of BROADLINC shall be perpetual except as provided in the Resolution.

ARTICLE V: PURPOSE

As authorized by RCW 35.21.730 through RCW 35.21.759, BROADLINC is established exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee the assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber Access owned by BROADLINC by ISPs.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity, also called DDI.
7. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts).
8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the Spokane County, BROADLINC constitutes a public agency and a creation of Spokane County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

ARTICLE VI: POWERS AND RESPONSIBILITIES

Section VI.01. Powers. BROADLINC shall have and may exercise all lawful powers conferred by State laws, the Resolution, this Charter and its Bylaws. BROADLINC in all of its activities and transactions shall be subject to the powers, procedures subject to the limitations contained in the Resolution.

Section VI.02. Provision of Services. BROADLINC shall provide broadband infrastructure and

services to Member Entities desiring the same pursuant to one or more agreements under the ILA. Member Entities receiving such services shall pay a Dark Fiber Lease and/or MRC as established by the BROADLINC Governing Board ("Board").

Section VI.03. Actions against BROADLINC, the Board, Officers, Employees and Volunteers. The provisions of chapter 4.96 RCW shall apply to actions against BROADLINC, its directors, officers, employees and volunteers.

ARTICLE VII: GOVERNING BOARD

Section VII.01. Authority and Responsibilities of the Board. The Board shall have the authority and responsibilities to provide policy oversight and legislative direction for BROADLINC and its administration and assure the purposes described in the Resolution and this Charter are reasonably accomplished.

Section VII.02. Board Composition. The Board shall consist of ____ () persons as follow:

1. One (1) Spokane County Commissioner
2. Spokane County Chief Executive Officer
3. Spokane County Public Works Director
4. One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
5. One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

Section VII.03. Conditions. A member of the Board may only serve for such a time that he or she is the duly appointed and acting in the capacity they represent. All members of the Board serve without compensation from BROADLINC.

Section VII.04. Quorum. At all meetings of the Board, a majority of voting members shall constitute a quorum.

Section VII.05. Committees. The Board may have Working Subcommittees as provided for in the Resolution.

Section VII.06. Voting. The Board shall strive to operate by consensus. Each individual member of the Board shall be a voting member. Any resolution or motion authorizing or approving an action shall require an affirmative vote of a majority of the Board members voting on the issue, unless otherwise provided for in the Resolution or this Charter. Proxy voting shall not be allowed.

Section VII.07. Officers. The Board shall have two officers, a Chair and Vice-Chair. Appointment, removal and term of office shall be established in the Bylaws.

Section VII.08. Actions Requiring Approval by Resolution of the Board. Review and approval of Board by resolution shall be necessary for any of the following actions:

1. Transfer or conveyance of an interest in real estate other than release of a lien or

satisfaction of a mortgage after payment has been received and execution of a lease.

2. Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
3. Donation of money, property, or other assets belonging to BROADLINC.
4. Action by BROADLINC as a surety or guarantor.
5. Adoption of an annual budget and a separate capital budget, and amendments thereto.
6. Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the Clerk as true and correct in the opinion of the Board and of its members except as noted.
7. Adopting and amending the Bylaws.
8. Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
9. Instituting legal proceedings in BROADLINC's name.
10. Dissolution of BROADLINC, upon approval by two-thirds of the entire Board.
11. Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).
12. Recommending amendments to this Charter.

ARTICLE VIII: MEETINGS

Section VIII.01. Frequency of Meetings. The Board shall meet as established in the Bylaws, but not less than quarterly. Special meetings of the Board may be called as provided in the Bylaws.

Section VIII.02. Open Public Meetings. The Open Public Meetings Act, chapter 42.30 RCW, shall apply to all meetings of the Board or any committee or working committee thereof when the committee acts on behalf of the Board, conducts hearings or takes testimony or public comment. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section VIII.03. Parliamentary Authority. The most current version of Robert's Rules of Order Newly Revised shall guide meetings where they are consistent with this Charter or Bylaws.

Section VIII.04. Minutes. The Board shall cause minutes to be kept of all regular and special meetings of the Board. Minutes shall include a record of individual votes on all matters requiring approval of the Board. Minutes shall be kept in accordance with chapter 42.32 RCW.

ARTICLE IX: BYLAWS

The Board shall review, approve and amend Bylaws for all matters related to the governance of BROADLINC. The Bylaws provide rules governing BROADLINC and its activities consistent with the laws of the State, the Resolution and this Charter. In the event of a conflict between the Bylaws, the

Resolution, and this Charter, the Resolution shall control, this Charter shall be second in priority, followed by the Bylaws. Any amendments to the Bylaws (which may consist of an entirely new set of Bylaws) shall be approved by resolution of the Board.

ARTICLE X: AMENDMENTS OF CHARTER AND BYLAWS

Amendments to this Charter shall be as provided in the Resolution. Amendments to the Bylaws shall be as provided in Article IX of this Charter and be amended by majority vote of the BROADLINC Governing Board.

ARTICLE XI: ADOPTION OF FISCAL YEAR AND BUDGET

Section XI.01. Fiscal Year. The fiscal year shall coincide with the calendar year.

Section XI.02. Funding. Funding for BROADLINC operations and activities include but are not limited to funds distributed to BROADLINC from grants and Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). The Board shall determine any Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).

Section XI.03. Budget Process. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board a preliminary budget approved by the Finance Committee for the ensuing fiscal year.

Section XI.04. Budget Adoption. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board for review and approval of a final budget for the ensuing fiscal year. This budget shall include: proposed service levels, baseline operations budget, any proposed enhancements, recommended capital equipment/facility acquisition and proposed financing methodologies. No increase or decrease to the final budget shall occur without the approval of the Board.

Section XI.05. Accounting, Budgeting and Reporting. BROADLINC shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable local government and shall comply with local government accounting laws, including but not limited to chapter 43.09 RCW.

ARTICLE XII: DIRECTOR AND OPERATIONS

The Board may appoint, designate, employ, contract for and remove a Director of BROADLINC and such other personnel as determined to be necessary for its operations. The Director and other personnel shall be responsible to the Board for the administration of the affairs of BROADLINC as may be authorized from time to time by resolution of the Board. The Director may be authorized or delegated by BROADLINC to: (i) supervise and be responsible for the effective management of the administrative affairs of BROADLINC; (ii) sign documents and contracts on behalf of BROADLINC; and (iii) perform such other duties as delegated or assigned by the Board.

ARTICLE XIII: REGISTERED AGENT, CLAIMS AND SERVICES

Section XIII.01. Registered Agent. The registered agent for BROADLINC is its Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor. A statement of the registered agent designation, executed by the Chair of the Board shall be filed with the Secretary of State.

Section XIII.02. Claims. Claims made for the damages made under chapter 4.96 RCW shall be

filed with the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.03. Service of Process. Service of process under RCW 4.28.080 shall be by delivering a copy of the summons and complaint to the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.04. Filing. Within thirty (30) days of receipt of the filings described in this Article XIII, BROADLINC shall file copies with the Clerk.

ARTICLE XIV: MISCELLANEOUS

Geographic Limitation.

BROADLINC may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740.

Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the County of other charters to establish additional public corporations pursuant to action of the Board of County Commissioners.

ARTICLE XV: COMMENCEMENT

BROADLINC shall commence its existence effective upon the issuance of its Charter, as sealed and attested by the Clerk.

ARTICLE XVI: DISSOLUTION

Dissolution of BROADLINC shall be in the form and manner required by State law and the Resolution.

ARTICLE XVII: ORDER OF PRECEDENCE

In the event of an inconsistency between the Charter and the Resolution, the inconsistency shall be resolved by giving precedence to the Resolution.

ARTICLE XVIII: APPROVAL OF CHARTER

This Charter was APPROVED by Resolution No. ___ - _____ adopted by the Board of County Commissioners of Spokane County, Washington of the _____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH , Vice- chair

Ginna Vasquez
Clerk of the Board

JOSH KERNS, Commissioner

Submit to Clerk of the Board with accompanying paperwork (Resolutions, Agreements, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Commissioners

CONTACT PERSON: Ariane Schmidt

PHONE NUMBER: (509) 477-2625

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

Regular Session Agenda

| | |
|------------------------|---------------------------|
| Clerk's Resolution No. | <u>22 - 0845</u> |
| Approved: | <u>Majority/Unanimous</u> |
| Denied: | <u>Majority/Unanimous</u> |
| Renews/Amends No. | _____ |
| Public Works No. | _____ |
| Purchasing Dept. No. | _____ |

AGENDA TITLE: A RESOLUTION CREATING THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (BROADLINC); APPROVING A CHARTER THEREFOR; ESTABLISHING A BOARD TO GOVERN THE AFFAIRS OF BROADLINC; PROVIDING HOW BROADLINC SHALL CONDUCT ITS AFFAIRS; AND OTHER MATTERS RELATING THERETO.

BACKGROUND: (Attach separate sheet(s) if necessary): Pursuant to the provisions RCW 43.330.530 through RCW43.330.538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions being to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County.

FISCAL IMPACT (Amount & source of funds): Internal staff support and startup costs with no planned general fund obligations

REQUESTED BOARD ACTION: Approve

This Item will need to be codified in the Spokane County Code: No

3.7

10 min

3.7 - Charter Amendment on Redistricting

Cathcart, Michael

Sponsor: Cathcart

Proposed City Charter amendment related to decennial redistricting.

| For Discussion

Attachments

[Briefing Paper - Redistricting.docx](#)

[RedistrictingCharterProposal.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Submitting Department | City Council |
| Contact Name | Shae Blackwell |
| Contact Email & Phone | sblackwell@spokanecity.org / x6224 |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Charter Amendment on Redistricting |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter. |
| Proposed Council Action | F&A – 4/17, Council Action May 8 |
| Fiscal Impact | |
| Total Cost: <u>N/A</u> | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Not Required | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) None | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| It's important that citizens have the ability to weigh in on decennial redistricting, considering it is one of the essential public processes in our local government. Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately in the interest of all citizens based on input. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| This is a ballot proposition to the voters of the City of Spokane. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| This is a ballot proposition to the voters of the City of Spokane. | |

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

This ballot proposition to the voters of the City of Spokane amends the current city council redistricting process.

ORDINANCE NO. C-_____

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

WHEREAS, RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census; and

WHEREAS, pursuant to RCW29A.76.010 (3) (b) the City must prepare, by November 15 of each year ending in one, a plan for redistricting its districts consistent with the criteria set forth in RCW 29A.76.010 (4); and

WHEREAS, pursuant to Section 60 of the City Charter, a decennial districting board is established during the year of state and federal redistricting to accomplish city council redistricting; and

WHEREAS, the People of Spokane wish to avoid unnecessary ambiguities in the current City Charter provisions that regulate the redistricting process in the City of Spokane

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VII, Section 59, of the City Charter of the City of Spokane is hereby repealed.

Section 2. That Article VII, Section 60, of the City Charter of the City of Spokane is hereby repealed.

Section 3. That Article VII of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Article VII, Section 62 – Citizen Led Council Redistricting

A decennial districting commission comprised of seven commissioners shall be appointed no later than May 1 in the year of county, state and federal redistricting to accomplish city council redistricting.

A. Membership Appointments

1. The City, through the Plan Commission, shall seek candidates for the districting commission. The Plan Commission shall confirm that interested candidates are qualified for membership on the districting commission under Section B and not

otherwise prohibited from serving as members under Section C. The Plan Commission shall deliver a list of qualified candidates to the Mayor and City Council, including in the list the City Council districts in which each candidate lives and information confirming qualification for membership. All Plan Commission proceedings regarding interested candidates shall be open to the public.

2. From the pool of qualified candidates, the Mayor shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to City Council approval.
3. From the pool of qualified candidates, the City Council, by majority vote, shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to Mayoral veto.
4. No later than 30 days following the final appointment to the districting commission, the six (6) appointed members shall select by affirmative majority plus one vote, a seventh non-voting member who will act as chairperson and preside over meetings of the districting commission.
5. If no chairperson is selected within 30 days, the City Plan Commission, by majority vote, shall appoint the non-voting chairperson.

B. A vacancy on the districting commission shall be filled by the authority who made the initial appointment, or their successor, within fifteen days after the vacancy occurs.

Membership Qualifications

1. Candidates must be a current resident of the City of Spokane and have maintained that primary residence for a minimum of two consecutive years.
2. Candidates must be registered to vote

C. Membership Prohibitions

1. Candidates cannot have been a registered lobbyist in the State of Washington within two years prior to selection or one year following the end of membership.
2. Candidates cannot hold or be within two years removed of holding any elective office other than Precinct Committee Officer.
3. Candidates cannot campaign for any elective office other than Precinct Committee Officer, or actively participate in, contribute to, or fundraise for any political campaign of any candidate for local, state, or federal office while a member of the districting commission.
4. Candidates may not seek election or appointment to a City Council position for two years after the effective date of the districting plan.

D. Redistricting Considerations

The redistricting plan shall be consistent with Washington state law pertaining to the criteria for redistricting city council district boundaries, including the following criteria.

1. Each council district shall be as nearly equal in population as possible to each and every other district within the City.
2. Each district shall be as compact as possible.

3. Each district shall consist of geographically contiguous area. *Land areas may be deemed contiguous if they share a common land border or are connected by a highway or bridge. Areas separated by geographical boundaries or artificial barriers that prevent transportation within a district should not be deemed contiguous.*
4. Consistent with RCW 29A.76.010(4)(d), as may be amended from time, to time, population data may not be used for purposes of favoring or disfavoring any racial group or political party.
5. To the extent feasible, the Council district boundaries shall coincide with existing recognized natural boundaries.
6. To the extent possible, the Council district boundaries shall preserve existing communities of related and mutual interest, including shared cultural, social, or economic characteristics.

E. Redistricting Procedures

1. The districting commission shall convene a minimum of five public hearings throughout the City to receive written and oral comments and to accept proposed districting plans from the public. The districting commission shall only consider those plans which are submitted by individual city residents.
2. The meetings and materials of the districting commission shall be transparent and publicly accessible including online video streaming and archiving for the broadest possible public access. The commission shall prepare and publicize its minutes within 21 days of any meeting.
3. The City Council shall by ordinance appropriate such funds as may be reasonably needed for the Commission to conduct its business. The commission may employ within its budget authority any necessary experts, consultants, and attorneys not employed by the City to carry out its duties as established in this Charter.
4. The districting commission shall utilize the most recent available census information and guidelines for districting as established in RCW 44.05.090, as applicable.
5. No later than August 1, the districting commission shall select five preliminary districting plans for a final public review and comment. The Commission shall allow a period of at least 30 days for public review and comment of preliminary districting plans.

F. Final Plan Adoption

1. No later than October 1st, the districting commission shall adopt by affirmative majority plus one vote a final districting plan from the five districting plans selected for public review and comment, which will be transferred to the City Council along with a published report that will minimally include, (a) population for every district; (b) an explanation of the criteria used in developing the plan with a justification of any deviation in a district from the average district population; (c) a map of all the districts.

2. Upon receipt of the Commission of its proposed redistricting plan, the City Council shall consider whether to adopt the proposed districting plan. Any approval of the proposed districting plan must be approved by four affirmative votes of the City Council. The City Council may not revise the proposed districting plan or adopt any plan not previously prepared by the Commission.
3. Upon adoption by the city council, the proposed districting plan shall be submitted to the clerk of the city council who shall forward the district plan to the Spokane County Auditor. The districting plan shall become effective upon filing and the districting commission shall be relieved of any further duties and disbanded.
4. If the districting commission's proposed plan is not approved by a four affirmative votes from the City Council, the proposed districting plan shall be remanded back to the districting commission to consider changes as expeditiously as possible.
5. A final plan must be adopted by the City Council by November 15 in the year of county, state and federal redistricting to accomplish city council redistricting or as otherwise provide for by state law.
6. In the event that no plan is adopted by the date established in this charter, the previously adopted districting plan shall remain in effect, so long as such existing districting plan complies with state law.

G. Modified Districting

1. A modified council districting plan may be established only within the fifth year of the decennial districting cycle. Should the City Council determine by four affirmative votes that consideration of a modified districting plan is warranted, including for population adjustment, a districting commission shall be established pursuant to the provisions of this charter section. The districting commission shall follow the same process for a modified redistricting plan as it would follow for the decennial redistricting plan.

2. The City shall also establish a districting commission within the fifth year of decennial districting cycle upon submission of a valid citizens petition that conforms to all requirements of the SMC and is signed by registered and qualified electors of the City equal to one percent of the number of votes cast at the last preceding general municipal election
3. Land that is annexed to the City subsequent to modifications of district boundaries pursuant to a district plan shall be assigned to the city council district that is most contiguous with the annexed land. At its discretion, the city council may take legislative action to assign annexed land to a district in the event the annexed land is contiguous to more than one council district.

H. Oath of Office

Before serving on the commission every person shall take and subscribe an oath to faithfully perform the duties of that office.

I. Challenges to plan

After the plan takes effect, any registered voter residing with the City of Spokane may file a petition with Superior Court challenging the plan. After a modification to the redistricting plan takes effect, any registered voter may file a petition with Superior Court challenging the amended plan. The petition to Superior Court shall comply with the requirements of state law regarding judicial review of redistricting plans.

Section 4. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at a special election to be held November 7, 2023, in conjunction with the scheduled general election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding City Council Redistricting Process

[placeholder] This proposition will amending the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-_____.

Shall this measure be enacted into law?

Yes

No..... □

Section 4. Severability

If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 5. Effective Date

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor’s Office.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

3.8

5 min

3.8 - Small Business Awards - ARPA

Murray, Michelle

Small Business Awards Round 1 Extension CM Wilkerson & SM Stratton

| For Discussion

Attachments

[Briefing Paper- Small Business Awards Round1 Extension.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|---|
| Submitting Department | Accounting |
| Contact Name | Michelle Murray |
| Contact Email & Phone | mmurray@spokanecity.org |
| Council Sponsor(s) | CM Stratton & CM Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | Small Business Assistance Awards Round 1 Extension |
| Summary (Background) | On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was awarded to 38 local small business. The application was then extended to allow parameters of increased expenses during COVID. The extension of Round 1 resulted in 28 organizations being conditionally awarded in the amount of \$710,479.43 for a total of \$2,061,806.6 being awarded in Round 1. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed. |
| Proposed Council Action | Approve award recommendations |
| Fiscal Impact | |
| Total Cost: <u>\$710,479.43</u> | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: American Rescue Plan Act | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19. | |

ARPA

Assistance to Small Business

Extension to Round 1

- Total Applications Completed: 48
- ARPA Funds Requested: \$1,712,764.21
- ARPA Funds *Conditionally* Awarded: \$710,479.43
- Total Awarded: 28
- Applications Rejected: 21
 - No revenue loss or Increased Exp: 12
 - Opened 2020: 3
 - Avg revenue over 1m: 3
 - Nonprofit applied: 1

Application Changes

- Applicants could apply based on Increased Expenses and/or Revenue loss.
- Revenue loss calculated by using the organizations pre pandemic efficiency ratio average (2018/2019) and applying that to 2020/2021 financial numbers. (Efficiency ratio is calculated by taking reported expenses and COGS divided by Revenue.)
- This metric was used because expenses, as a percentage of revenues, should stay relatively consistent. If there are increased expenses that are attributable to the pandemic, the revenue would not increase accordingly.

March 20th 2023

ARPA Coordinator: Caleb Stanton



Awarded Organizations

| # | Case # | Organization | Approved Amount |
|----|--------|-------------------------------------|-----------------|
| 1 | 30400 | BIBO LEE, INC | \$45,000.00 |
| 2 | 30461 | Spokane Realtor Pro LLC | \$45,000.00 |
| 3 | 30451 | TMR TRUCKING llc | \$45,000.00 |
| 4 | 30380 | P & M Pies Inc | \$2,272.50 |
| 5 | 30201 | Happy Trails to Brews LLC | \$8,848.21 |
| 6 | 30251 | Tajargon USA LLC | \$2,891.24 |
| 7 | 30311 | Infinity Fitness Inc | \$29,156.33 |
| 8 | 30482 | HOLLY'S NAILS LLC | \$45,000.00 |
| 9 | 30421 | Averson Creative LLC | \$39,889.57 |
| 10 | 30240 | Mountain Lakes Brewing Company, LLC | \$41,856.80 |
| 11 | 30297 | TAQUERIA FIESTA BRAVA, LLC | \$45,000.00 |
| 12 | 30468 | THE LEARNING PROJECT NETWORK LLC | \$354.62 |
| 13 | 30406 | Local Legendz llc | \$25,300.00 |
| 14 | 30501 | RT Consulting & Accounting, LLC | \$9,548.38 |
| 15 | 30505 | I Want a Cat Right Meow LLC | \$3,841.00 |
| 16 | 30330 | Garland Resale Boutique | \$36,681.00 |
| 17 | 30488 | Top Nails | \$35,227.00 |
| 18 | 30427 | Electrical Service Products, Inc | \$9,920.52 |
| 19 | 30517 | ACADEMY DIRECTOR | \$11,783.00 |
| 20 | 30357 | KINJA JAPANESE RESTAURANT | \$5,322.38 |
| 21 | 30412 | D-Mac Construction LLC | \$44,882.82 |
| 22 | 30278 | AT PARR OUTPATIENT SERVICES, llc | \$21,786.19 |
| 23 | 30259 | THE CREATIVE CATCH LLC | \$8,387.00 |
| 24 | 30528 | Treatment LLC | \$45,000.00 |
| 25 | 30526 | Fellow Coworking LLC | \$5,433.52 |
| 26 | 30516 | tmr construction LLC | \$7,097.35 |
| 27 | 30529 | Pro Nails Spa and Waxing | \$45,000.00 |
| 28 | 30525 | REGAL NAILS LLC | \$45,000.00 |

\$710,479.43

Grand Total

****11 Organizations denied in round 1 that were awarded in the Extension.***

****4 Organizations denied in round 1 and Extension.***

3.9

10 min

3.9 - Solar Permit Fees

Palmquist, Tami

Reinstatement of Solar Permit fees.

| For Discussion

Attachments

[Solar Permits Breifing Paper 4-3-23 DSC-Fire.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

| Submitting Department | Development Services Center & Fire Department | | | | | | | | | | | |
|---|--|------|------|------|---------|------|------|----------------------|----|----|-----|-----|
| Contact Name | Tami Palmquist & Lance Dahl | | | | | | | | | | | |
| Contact Email & Phone | tpalmquist@spokanecity.org , 625-6157 idahl@spokanecity.org , 625-7040 | | | | | | | | | | | |
| Council Sponsor(s) | CM Bingle, CM Stratton | | | | | | | | | | | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min | | | | | | | | | | | |
| Agenda Item Name | Solar Permit Fees | | | | | | | | | | | |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems.</p> <p>In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.</p> | | | | | | | | | | | |
| | <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 10%; background-color: #003366; color: white;">2019</th> <th style="width: 10%; background-color: #003366; color: white;">2020</th> <th style="width: 10%; background-color: #003366; color: white;">2021</th> <th style="width: 10%; background-color: #003366; color: white;">2022</th> <th style="width: 10%; background-color: #003366; color: white;">2023</th> </tr> </thead> <tbody> <tr> <td style="background-color: #ffff00;">Solar Permits</td> <td style="text-align: center;">73</td> <td style="text-align: center;">82</td> <td style="text-align: center;">221</td> <td style="text-align: center;">605</td> <td style="text-align: center;">143 YTD</td> </tr> </tbody> </table> | | 2019 | 2020 | 2021 | 2022 | 2023 | Solar Permits | 73 | 82 | 221 | 605 |
| | 2019 | 2020 | 2021 | 2022 | 2023 | | | | | | | |
| Solar Permits | 73 | 82 | 221 | 605 | 143 YTD | | | | | | | |
| Proposed Council Action | Repeal SMC 15.05.040 Solar Energy Systems item B. permit fee waiver. | | | | | | | | | | | |
| Fiscal Impact | | | | | | | | | | | | |
| Total Cost: <u>No cost</u> | | | | | | | | | | | | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | | | | | | | | | | | | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | | | | | | | | | | | | |
| Specify funding source: N/A | | | | | | | | | | | | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | | | | | | | | | | | | |
| Other budget impacts: (revenue generating, match requirements, etc.) See Attachments | | | | | | | | | | | | |
| Operations Impacts (If N/A, please give a brief description as to why) | | | | | | | | | | | | |
| What impacts would the proposal have on historically excluded communities? None. | | | | | | | | | | | | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities. | | | | | | | | | | | | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The departments will continue to collect permit record data that can be compiled at any time to see if the impact of reinstating the fees results in a reduction of permits being pulled. | | | | | | | | | | | | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Having the departments operate at a loss puts the City at risk of not being able to deliver services at the level citizens deserve. The Fire Department uses over ½ of a full-time FTE to perform these inspections on a no-cost permit; this limits the Fire Inspector's time from other essential safety inspections. Charging for these permits will allow a small staffing increase to service these and other critical inspections. | | | | | | | | | | | | |

DSC Estimated Lost Revenue and Fee Proposals

Estimated Lost Revenue- DSC

The ESTIMATED JOB VALUE FEE is based on an estimated \$20,000 RESIDENTIAL project valuation and \$40 service alteration. This is the minimum fee for the Electrical Solar Energy Permit. Actual fees may vary based on the job value and full scope of work.

| Year | Solar Permits | Estimated Job Value | | Minimum |
|-----------|---------------|---------------------|----------------|-------------------|
| | | Inspection Fee | Revenue Waived | |
| 2019 | 73 | \$ 65.00 | \$ | 4,745.00 |
| 2020 | 82 | \$ 455.25 | \$ | 37,330.50 |
| 2021 | 221 | \$ 455.25 | \$ | 100,610.25 |
| 2022 | 605 | \$ 455.25 | \$ | 275,426.25 |
| 2023 YTD* | 143 | \$ 455.25 | \$ | 65,100.75 |
| | 981 | | \$ | 418,112.00 |

Proposed Commercial Fee – Based on Job Value

| \$52,000 Median Job Value | Commercial | |
|--|--------------------|------|
| Processing Fee | \$ 25.00 | |
| Plan Review Fee | \$ 413.40 | |
| Permit/Inspection Fee | \$ 636.00 | |
| State Building Code Fee | \$ 25.00 | |
| SUBTOTAL: | \$ 1,099.40 | |
| <i>Additional Fees for Electrical Work (assessed only as applicable to the project):</i> | | |
| 200 Amp Service Alteration | \$ 40.00 | |
| Circuit Alteration | \$ 5.00 | each |
| Energy Storage Systems | \$ 40.00 | |
| TOTAL: | \$ 1,184.40 | |

Proposed Residential Fee – Preference is Flat Fee Proposal for Residential Installations

| \$20,000 Job Value | Residential | | Flat Fee Proposal | |
|--|--------------------|------|--------------------------|------|
| Processing Fee | \$ 25.00 | | \$ 25.00 | |
| Plan Review Fee | \$ 76.75 | | \$ 75.00 | |
| Permit/Inspection Fee | \$ 307.00 | | \$ 150.00 | |
| State Building Code Fee | \$ 6.50 | | \$ 6.50 | |
| SUBTOTAL: | \$ 415.25 | | \$ 256.50 | |
| <i>Additional Fees for Electrical Work (assessed only as applicable to the project):</i> | | | | |
| 200 Amp Service Alteration | \$ 40.00 | | \$ 40.00 | |
| Circuit Alteration | \$ 5.00 | each | \$ 5.00 | each |
| Energy Storage Systems | \$ 40.00 | | \$ 40.00 | |
| TOTAL: | \$ 500.25 | | \$ 341.50 | |

The actual **Permit/Inspection** and **Plan Review Fees** shown in the Job Value Examples will vary in accordance with the existing sliding scale identified in [SMC 08.02.031\(A\)](#).

The **Flat Fee Proposal** will require updates to [SMC 08.02.031](#) as a separate Solar Permit/Inspection Fee does not currently exist.

- Prior to the Solar Fee Waiver adopted under [SMC 15.05.040](#), building permits required in association with the Electrical Solar Permit were based on the Job Value.
- The **\$75 Plan Review Fee** proposed is based on the SMC 08.02.031(C)(5) for an estimated 1hr or less of plan review and the associated overhead costs determined during our 2008 Fee Study and is on par with the Residential Job Value Review Fee for the estimated average job value.
- The **\$150 Permit Inspection Fee** proposed would be equal to the Single-Family Residence Safety Inspection Fee for 2-or-more trade categories. (See [SMC 08.02.031 \(S\)\(3\)](#))
 - This fee should be sufficient for most installations and the 2-3 inspection visits likely to be required for solar installations.
 - This fee also keeps our fees competitive with those of the County whose fees are \$190-\$290 depending on mounting method + a separate electrical permit applied for through L&I.

Separate Building and Electrical Inspections are required which currently involve the need for multiple permits. We are proposing to combine the Building and Electrical Permits into a single Solar Permit *similar to our Sign Permits* to provide customers with a simpler process and save them from paying the extra \$25.00 processing fee for the extra permit.

The **Energy Storage System (ESS) Fee** does not currently exist and is being requested due to increased demand for these and recognition of the need to inspect them in accordance with IRC 324 and NFPA 70. ESS may include batteries and require ventilation, protection from vehicle impact, appropriate UL Listing, and commissioning.

Estimated Lost Revenue-Fire Department

The ESTIMATED JOB VALUE FEE is based on an estimated \$20,000 RESIDENTIAL project valuation. This is the minimum fee for the Electrical Solar Energy Permit. Actual fees may vary based on the job value and full scope of work. I have calculated this based on right-sizing the permit; based on the time it takes to perform the inspection & plan review compared to our normal Fire Department Construction Chart A valuations for Fire Alarm & Fire Sprinkler work. Residential Solar is calculated at 20% of the current Chart A valuations. [SMC Section 08.02.034](#)

| Year | Solar Permits | Estimated Job Value Permit Fee | Estimated Job value Plan Review fee | Minimum Revenue Waived |
|-----------|---------------|--------------------------------|-------------------------------------|------------------------|
| 2019 | 73 | \$ 336.00 | \$ 218.40 | \$ 40,471.20 |
| 2020 | 82 | \$ 336.00 | \$ 218.40 | \$ 45,460.80 |
| 2021 | 221 | \$ 336.00 | \$ 218.40 | \$ 122,522.40 |
| 2022 | 605 | \$ 336.00 | \$ 218.40 | \$ 538,692.00 |
| 2023 YTD* | 143 | \$ 336.00 | \$ 218.40 | \$ 127,327.20 |
| | 981 | | | \$ 747,146.40 |

Proposed Commercial Fee- Fire Department – Based on Job Value

| <i>\$52,000 Median Job Value</i> | Commercial |
|----------------------------------|--------------------|
| Plan Review Fee | \$ 409.50 |
| Permit/Inspection Fee | \$ 630.00 |
| SUBTOTAL: | \$ 1,039.50 |

Proposed Residential Fee – Preference is Flat Fee Proposal for Residential Installations

| <i>\$20,000 Job Value</i> | Residential | Flat Fee Proposal |
|------------------------------|--------------------|--------------------------|
| Plan Review Fee | \$ 191.10 | \$ 105.00 |
| Permit/Inspection Fee | \$ 294.00 | \$ 210.00 |
| SUBTOTAL: | \$ 485.10 | \$ 315.00 |

I have calculated this fees based on right-sizing the permit for the time it takes to perform the inspection & plan review compared to our Fire Department Construction Chart A valuations for Fire Alarm & Fire Sprinkler permits. The proposed permit fee would be derived from the Chart A and valued at 25% of the Chart A project value for Commercial Projects and 20% for residential solar if we stayed on a cost-per-job basis vs. a flat rate for residential solar. [SMC Section 08.02.034](#)

All proposals would require SMC changes to capture the new commercial solar rate and a residential rate based on job value or the flat rate permit & plan review fees.

3.10

5 min

3.10 - Update to SREC Interlocal Agreement

Schaeffer, Brian

Amendment to the existing ILA between the City and Spokane Regional Emergency Communications for the continuation and compensation for Fire/EMS Dispatch Services.

| For Discussion

Attachments

[Briefing Paper SREC ILA.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Submitting Department | Fire Department |
| Contact Name | Brian Schaeffer |
| Contact Email & Phone | bschaeffer@spokanecity.org |
| Council Sponsor(s) | CM Bingle, CM Cathcart |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Update to SREC ILA |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Amendment to the existing ILA between the City and Spokane Regional Emergency Communications for the continuation and compensation for Fire/EMS Dispatch Services. The ILA will authorize staff to compensate SREC for unpaid and future invoices for services rendered. The proposed amendment will suspend administrative fees until the Board of Commissioners have answered the City Council's request to place a representative on the SREC board. |
| Proposed Council Action | Recommend approval for ILA extension |
| Fiscal Impact Total Cost: \$ 151,202.77 Monthly (Member Rate) Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire/EMS Communication Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why): A regionalized 911 communications center can have several positive impacts, including: <ul style="list-style-type: none"> • Improved efficiency: By consolidating resources and expertise into a single location, a regionalized 911 communications center can improve the efficiency of emergency response operations. A regional center provides more effective communication between agencies, and better coordination of resources. • Enhanced interoperability: A regionalized 911 communications center can facilitate better collaboration and interoperability between different agencies and jurisdictions, including law, fire, and EMS agencies. This can help to ensure that emergency responders are better able to work together to respond to complex emergencies and natural disasters. • Consistent service quality: By establishing standardized procedures and protocols, a regionalized 911 communications center can help to ensure consistent service quality across different agencies and jurisdictions. This can help to reduce the risk of errors, improve the accuracy of information, and ensure that emergency responders are better able to provide effective assistance to those in need. • Increased public safety: Ultimately, the goal of a regionalized 911 communications center is to improve public safety and ensure that emergency services are able to respond quickly and effectively to emergencies. By consolidating resources and expertise, a regionalized center | |

can help to ensure that emergency responders are better equipped to handle a wide range of emergencies, from wildland fires, mass casualty incidents, and complex rescues.

What impacts would the proposal have on historically excluded communities?

The impact of 911 and emergency communications on historically excluded communities varies depending on socioeconomic status, race, ethnicity, language, culture, and geographic location.

Specifically:

- Unequal access to emergency services: Historically excluded communities, such as low-income neighborhoods, rural areas, and communities of color, may have limited emergency services due to a lack of funding, infrastructure, and staffing. This can result in longer response times, delayed medical care, and higher mortality and morbidity rates.
- Language barriers: Many historically excluded communities may not speak English as their primary language, making communicating with emergency dispatchers and responders challenging. This can lead to misunderstandings, delays in response times, and potentially life-threatening situations.
- Cultural differences can impact how people perceive and respond to emergencies. For example, some communities may have different beliefs about the role of emergency services and may be more likely to seek help from family or community members first. This can create challenges for emergency responders who may need to navigate complex cultural norms and expectations.
- Implicit biases: Emergency dispatchers and responders may have implicit biases that impact how they respond to calls from historically excluded communities. For example, they may assume certain neighborhoods or individuals are more dangerous or less deserving of resources. This can lead to differential treatment and outcomes for different communities.
- Trauma and mistrust: Historically excluded communities may have experienced trauma and discrimination from law enforcement and emergency services in the past, which can lead to mistrust and fear. This can create a barrier to seeking help in emergencies and can make it more difficult for emergency services to build trust and relationships with these communities.

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

Information involving incident data is collected and stored as required by law.

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

Clinical and accreditation-required performance measures are collected and evaluated by policy.

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

N/A

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING FIRE DISPATCH COMMUNICATIONS SERVICES**

This Amendment to Agreement (“Amendment”) is between the City of Spokane, a political subdivision of the State of Washington (“City”), and Spokane Regional Emergency Communications, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors; individually referred to herein as “Party” and collectively referred to herein as “Parties.”

WHEREAS, the Parties entered into that certain Interlocal Agreement Between City of Spokane and Spokane Regional Emergency Communications Regarding Fire Dispatch Communications Services, a copy of which is attached hereto as Attachment “A” and by this reference incorporated herein (the “Agreement”); and

WHEREAS, the purpose and intent of the Agreement was to memorialize the provision by SREC of fire dispatch emergency communications services to the City (the “Services”), on an interim basis through 11:59 p.m. on December 31, 2022, at which time the continued provision of Services were to be memorialized by a Service Legal Agreement approved and executed by the Parties; and

WHEREAS, the fees for Services under the Agreement were set by SREC at an amount less than would otherwise be charged for the Services provided to a non-member of SREC that has executed a Service Level Agreement; and

WHEREAS, while the Parties continue to pursue in good faith a Service Level Agreement to be approved and executed by the Parties, the Parties wish to memorialize the continued provision of Services by SREC after 11:59 p.m. on December 31, 2022; and

WHEREAS, unless otherwise expressly set forth in this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect;

NOW THEREFORE, the Parties agree as follows:

- A. Section 2 of the Agreement, entitled “DURATION / TERMINATION,” is deleted in its entirety and replaced with the following:
 2. DURATION / TERMINATION. This Agreement is effective as of 6:00 p.m. October 31, 2022. At the sole discretion of either Party, this Agreement may be terminated by either Party upon the delivery of a minimum of fourteen (14) days’ written notice to the other Party.

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Nadine Woodward
Title: Mayor

By: Fire Chief Cody Rohrbach
Title: Chair

Date: _____

Date: _____

Attest:

By: Terri Pfister
Title: City Clerk
Date: _____

Approved as to form:

By: Lynden P. Smithson
Title: City Attorney
Date: _____

ATTACHMENT "A"

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE
REGIONAL EMERGENCY COMMUNICAITONS REGARDING FIRE DISPATCH
COMMUNICAITONS SERVICES**

4 - Consent Items

4.1

4.1 - Roof Replacement at Fire Stations 16 and 17

Schaeffer, Brian

SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project.

| For Information

Attachments

[BRIEFING PAPER ROOF REPLACEMENT.docx](#)

[23-057 Northwest Development Group PW SFD.doc](#)

[23-058 Northwest Development Group PW SFD.doc](#)

[5121LowellSpokane.pdf](#)

[5225NAssemblySpokane.pdf](#)

Committee Agenda Sheet

FINANCE AND ADMINISTRATION

| | |
|--|--|
| Submitting Department | Fire |
| Contact Name & Phone | Brian Schaeffer (509) 435-7001 |
| Contact Email | bschaeffer@spokanecity.org |
| Council Sponsor(s) | CM Kinnear, CM Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Roof replacement at Fire Station 16 and 17 |
| Summary (Background) | SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project. REET funds in the amount of \$120,000 were approved in 2022 for the project. Due to market conditions, SFD received a single, overpriced bid. SFD chose to reject this bid and initiate a new RFB in 2023, presuming that a more competitive environment would result in multiple, more cost-effective bids. This year, SFD received (3) bids. The low bid was only half the cost of the sole bid received in 2022. Northwest Development Group LLC DBA Guardian Roofing & Exteriors submitted the low bid. Estimated cost is \$55,000 per station with a total cost, including WSST, of \$110,000 for the total project. In order to cover unexpected overages, both contracts include an admin reserve to utilize the full \$120,000 of approved REET dollars. |
| Proposed Council Action & Date: | Approval of contracts with Guardian Roofing & Exteriors not later than 30 April 2023. |
| Fiscal Impact: | Total Cost: \$120,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: REET Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None |
| Operations Impacts | What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities. |
| | How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not Applicable. |
| | How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Roof replacement will reduce/eliminate ongoing repairs to the legacy roof. |
| | Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives. |



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

**Title: STATION #16 FIRE DEPARTMENT
ROOF – 5225 N. ASSEMBLY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **NORTHWEST DEVELOPMENT GROUP, LLC, d/b/a GUARDIAN ROOFING & EXTERIORS**, whose address is 805 Penny Street, Moses Lake, Washington 98837 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Station #16 Fire Department Roof – 5225 N. Assembly; and

WHEREAS, the Contractor has been selected through RFB 23-020 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

This Contract shall begin on May 1, 2023 and shall end on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Invitation for Bid, and the Facilities Projects Work Scope attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Station #16 Fire Department Roof – 5225 N. Assembly** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY THOUSAND THIRTY-FOUR AND NO/100 DOLLARS (\$50,034.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Fire Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees.

Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

17. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

18. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

19. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

This Contract shall be construed neither in favor of nor against either party.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**NORTHWEST DEVELOPMENT GROUP, LLC,
d/b/a GUARDIAN ROOFING & EXTERIORS**

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor's Response to RFB

23-057

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|---|--|
| _____ Name of Subrecipient / Contractor / Consultant (Type or Print) | _____ Program Title (Type or Print) |
| _____ Name of Certifying Official (Type or Print) | _____ Signature |
| _____ Title of Certifying Official (Type or Print) | _____ Date (Type or Print) |



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: STATION #17 FIRE DEPARTMENT
ROOF – 5121 W. LOWELL

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **NORTHWEST DEVELOPMENT GROUP, LLC, d/b/a GUARDIAN ROOFING & EXTERIORS**, whose address is 805 Penny Street, Moses Lake, Washington 98837 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Station #16 Fire Department Roof – 5121 W. Lowell; and

WHEREAS, the Contractor has been selected through RFB 23-021 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

This Contract shall begin on May 1, 2023 and shall end on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Invitation for Bid, and the Facilities Projects Work Scope attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Station #17 Fire Department Roof – 5121 W. Lowell** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY THOUSAND THIRTY-FOUR AND NO/100 DOLLARS (\$50,034.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Fire Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. DEBARMENT AND SUSPENSION.

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

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3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

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

This Contract shall be construed neither in favor of nor against either party.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**NORTHWEST DEVELOPMENT GROUP, LLC,
d/b/a GUARDIAN ROOFING & EXTERIORS**

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor's Response to RFB

23-058

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|---|--|
| _____ Name of Subrecipient / Contractor / Consultant (Type or Print) | _____ Program Title (Type or Print) |
| _____ Name of Certifying Official (Type or Print) | _____ Signature |
| _____ Title of Certifying Official (Type or Print) | _____ Date (Type or Print) |



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

| | | | |
|--------------------------------------|---------------------|-----------------------------|----|
| BASE BID: | \$ <u>50,034.00</u> | Alt 1 Description or Delete | |
| SALES TAX (8.9 %) | \$ <u>4,453.03</u> | (Include Retail Sales Tax) | \$ |
| TOTAL BASE BID PRICE: | \$ <u>54,487.03</u> | Alt 2 Description or Delete | |
| TRENCH SAFETY SYSTEM, | | (Include Retail Sales Tax) | \$ |
| if excavation greater | | Alt 3 Description or Delete | |
| than four feet (4') deep: | \$ _____ | (Include Retail Sales Tax) | \$ |

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GUARDRE80ICE
 U.B.I. Number 604 509 303
 Washington Employment Security Department Number 000 - 539955 - 00 - 7
 Washington Excise Tax Registration Number 604 509 303
 City of Spokane Business Registration Number application pending
 As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
 L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: NORTHWEST DEVELOPMENT GROUP LLC DBA GUARDIAN ROOFING + EXTERIORS
 SIGNATURE: [Signature]
 TITLE: MANAGING PARTNER PHONE: (509) 793-0910
 ADDRESS: 805 PENNIVY ST. MOSES LAKE, WA 98837



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

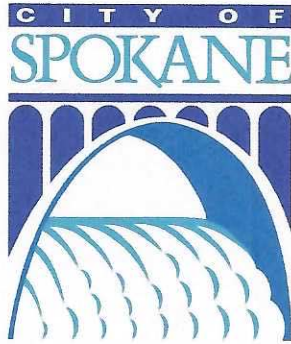
CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

02/22/23

Date

Signature of Authorized Representative



CITY OF SPOKANE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR
February 21, 2023

ADDENDUM NO.1

RFB #23-021 Fire Station Roof #17

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

Q. Will the soffit need to be replaced?

A. No, unless it is damaged enough to merit replacement. Some areas may need to be re-secured with nails, screws, etc.

Q. Do gutters need replaced?

A. Only existing gutters that are failing, replace with same type and color

Q. What brand of shingles??

A. Not specific, must be black, standard 40 year warranty

Laura Aga
Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Guardian Roofing & Exteriors

Company

Authorized Signature

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-031-701-837**

Below is information from your application

| | |
|-----------------------------|---------------------------------|
| Filing Date and Time | 2/22/2023 5:21:27 PM |
| Legal Entity Name | NORTHWEST DEVELOPMENT GROUP LLC |
| UBI | 604-509-303 |
| Payment Method | ACH Debit/E-Check |
| Payment Amount | \$272.00 |

We will process your business application within the next 10 business days. If city or state endorsements were applied for, allow approximately 3 additional weeks to receive the business license due to approval time.

To check the status of your application, click **Manage My Profile**, then select **View, Edit, or Print Drafts or Submissions** in the *Drafts and Submissions* area.

For information on business resources, education, and workshops, go to dor.wa.gov/nextsteps.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
 PROJECT NAME: RFB 23-020 Station # 16 Fire Dept Roof - 5225 N Assembly

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

| | | | |
|--------------------------------------|---------------------|-----------------------------|----|
| BASE BID: | \$ <u>50,034.00</u> | Alt 1 Description or Delete | |
| SALES TAX (8.9 %) | \$ <u>4,453.03</u> | (Include Retail Sales Tax) | \$ |
| TOTAL BASE BID PRICE: | \$ <u>54,487.03</u> | Alt 2 Description or Delete | |
| TRENCH SAFETY SYSTEM, | | (Include Retail Sales Tax) | \$ |
| if excavation greater | | Alt 3 Description or Delete | |
| than four feet (4') deep: | \$ _____ | (Include Retail Sales Tax) | \$ |

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GUARDRE80ICE
 U.B.I. Number 604 509 303
 Washington Employment Security Department Number 000-539955-00-7
 Washington Excise Tax Registration Number 604 509 303
 City of Spokane Business Registration Number application pending

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: NORTHWEST DEVELOPMENT GROUP LLC DBA GUARDIAN ROOFING + EXTERIORS
 SIGNATURE: [Signature]
 TITLE: MANAGING PARTNER PHONE: (509) 793-0910
 ADDRESS: 805 PENNIVY ST. MOSES LAKE, WA 98837



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

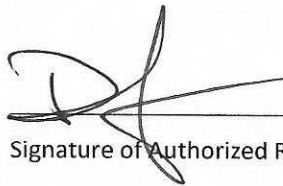
TYPE OF WORK/BID ITEM _____

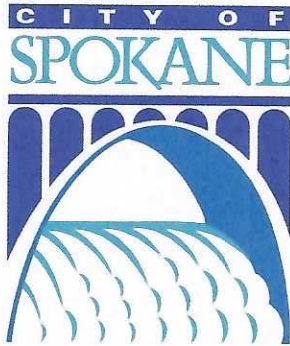
AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

02/22/23
Date


Signature of Authorized Representative



CITY OF SPOKANE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR
February 21, 2023

ADDENDUM NO.1

RFB #23-020 Fire Station Roof # 16

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

Q. How should gutter costs be noted?

A. if desired, use the Alt 1 for gutter costs

Q. Where would you prefer to off load existing roof?

A. Prefer using front or side of building, however, must keep vehicle access free.

Laura Aga
Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Guardian Roofing & Exteriors

Company

Authorized Signature

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-031-701-837**

Below is information from your application

Filing Date and Time 2/22/2023 5:21:27 PM

Legal Entity Name NORTHWEST DEVELOPMENT GROUP LLC

UBI 604-509-303

Payment Method ACH Debit/E-Check

Payment Amount \$272.00

We will process your business application within the next 10 business days. If city or state endorsements were applied for, allow approximately 3 additional weeks to receive the business license due to approval time.

To check the status of your application, click **Manage My Profile**, then select **View, Edit, or Print Drafts or Submissions** in the *Drafts and Submissions* area.

For information on business resources, education, and workshops, go to dor.wa.gov/nextsteps.

4.2

4.2 - 5500 - Purchasing Approval of Master Contract for On Call Arborist Services Renewal

Prince, Thea

Council Sponsor: CM Wilkerson

Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.

| For Information

Attachments

[Purchasing - On Call Arborist Master Contract.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Submitting Department | Purchasing Department |
| Contact Name | Thea Prince |
| Contact Email & Phone | tprince@spokanecity.org |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5500 – Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.</p> <p>In February 2020 a Public Works Invitation to Bid was issued for On-Call Arborist services. F.A. Bartlett Tree Experts Company was the lowest responsive bidder. The contract was awarded for a two-year period with two (2) one-year optional renewals. This is the second renewal.</p> |
| Proposed Council Action | Approve one (1) year Master Contract renewal |
| <p>Fiscal Impact</p> <p>Total Cost: <u>250,000.00</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Departments Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Master contracts standardize service agreement ensuring consistency of service, reduced administrative costs, and better pricing through use of economies of scale city wide. | |

4.3

4.3 - 5100 - Fleet Contract with McClintock & Turk for CNG Fuel System Expansion

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CM Wilkerson

A PW Bid was issued for the Nelson Facility CNG Fuel System Expansion – one (2) response was received from McClintock & Turk whose bid has been deemed responsive and responsible. We are asking for approval to enter into PW Contract with McClintock & Turk for the Nelson Facility CNG Fuel System Expansion - \$195,451.30 plus sales tax (includes a 10% administrative reserve).

This expansion is necessary to be able to serve the new CNG Garbage Trucks that have been ordered and will be received over the next twelve (12) months

| For Information

Attachments

[McClintock _ Turk - Nelson Facility CNG Fuel System Expansion.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Submitting Department | Fleet Services Department |
| Contact Name | Rick Giddings |
| Contact Email & Phone | rgiddings@spokanecity.org 625-7706 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5100 – PW Contract for Nelson Facility CNG Fuel System Expansion |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>A PW Bid was issued for the Nelson Facility CNG Fuel System Expansion – one (2) response was received from McClintock & Turk whose bid has been deemed responsive and responsible. We are asking for approval to enter into PW Contract with McClintock & Turk for the Nelson Facility CNG Fuel System Expansion - \$195,451.30 plus sales tax (includes a 10% administrative reserve).</p> <p>This expansion is necessary to be able to serve the new CNG Garbage Trucks that have been ordered and will be received over the next twelve (12) months.</p> |
| Proposed Council Action | Approve PW Contract |
| <p>Fiscal Impact</p> <p>Total Cost: <u>195,451.30 plus sales tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Collection Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? No impact identified. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with the Capital Improvement Plan. | |

4.4

4.4 - Airport - Water Line Easement

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane.

Attachments

[Watermain Easement Legal Description and Exhibit.pdf](#)

[City Briefing Paper City Water Line Easement.docx](#)

[Joint Resolution City Easement.docx](#)

[SIA Water Line Easement \(Final CLEAN 5-26-2022\).doc](#)

[Watermain Easement Legal Description and Aerial Exhibit.pdf](#)

[New Watermain Legal Description.docx](#)

EXHIBIT "A"**New Watermain Easement Legal Description**

A watermain easement located within the southeast quarter of section 32 and the southwest quarter of section 33 Township 25 north, Range 42 east, Willamette Meridian, City of Spokane, Spokane County, Washington; said watermain easement being a strip of land 30 feet in width more particularly described as follows:

Commencing at the west quarter corner of said section 33, monumented with a 5/8" rebar and no identification, from which the southwest corner of said section 33 bears South 3°14'34" East 2657.70 feet, monumented with a PK nail and no identification;

Thence South 34°46'00" West, 441.47 feet to a point on the easterly line of lot 2 of the C.O.S. water reservoir final city short plat, recorded in book 36 pages 51-53 instrument number 7143770, said point being the **Point of Beginning**;

Thence North 85°22'35" East, 279.34 feet;

Thence South 4°37'13" East, 360.15 feet;

Thence South 48°43'23" East, 11.66 feet;

Thence North 87°10'28" East, 59.61 feet;

Thence North 86°10'28" East, 229.22 feet;

Thence North 87°10'28" East, 631.12 feet;

Thence South 1°45'31" East, 1375.61 feet;

Thence North 88°23'53" East, 126.16 feet;

Thence North 78°06'22" East, 24.86 feet;

Thence South 56°53'38" East, 21.02 feet to the westerly right of way of Geiger Boulevard;

Thence South 33°10'00" West, along said westerly right of way, a distance of 30.00 feet;

Thence leaving said westerly right of way, North 56°53'38" West, 8.56 feet;

Thence South 78°06'22" West, 15.14 feet;

Thence South 88°23'53" West, 158.78 feet;

Thence North 1°45'31" West, 1374.97 feet;

Thence South 87°10'28" West, 600.30 feet;

Thence South 86°10'28" West, 229.22 feet;

Thence South 87°10'28" West, 72.02 feet;

Thence North 48°43'23" West, 35.97 feet;

Thence North 4°37'13" West, 342.30 feet;

Thence South 85°22'35" West, 250.73 feet;

Thence North 1°57'49" West, 13.01 feet to the southeast corner of said lot 2;

Thence North 1°57'49" West, along the easterly line of said lot 2, a distance of 17.02 feet to the **Point of Beginning**.

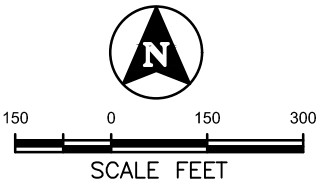
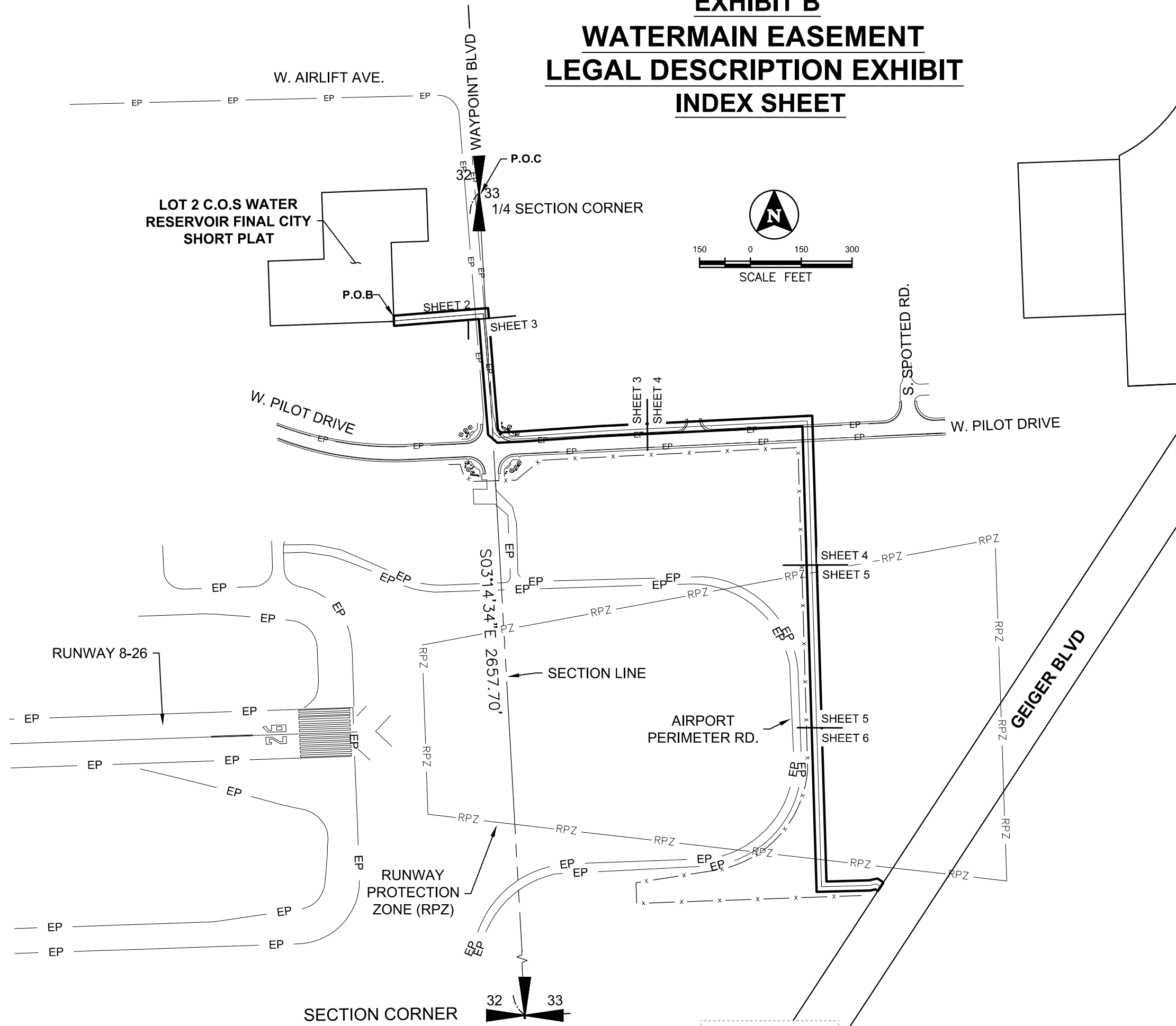
CONTAINING: 2.137 Acres more or less

EXHIBIT B: attached and made a part hereof.



J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Index.dwg, 2/22/2023 7:52:18 AM, Brian McCluer, None

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT INDEX SHEET



NOTES:

- 1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF A PROPOSED WATERMAIN EASEMENT WITHIN SPOKANE INTERNATIONAL AIRPORT PROPERTY. THE ALIGNMENT OF THE SHOWN EASEMENT WAS PROVIDED BY THE CITY OF SPOKANE ENGINEERING DEPARTMENT AND SPOKANE INTERNATIONAL AIRPORT.

LEGEND

| | |
|--------|--------------------------------|
| — X — | FENCELINE |
| — EP — | EDGE OF PAVEMENT |
| — | WATERMAIN EASEMENT LINE |
| • | WATERMAIN EASEMENT ANGLE POINT |
| P.O.B | POINT OF BEGINNING |
| P.O.C | POINT OF COMMENCEMENT |

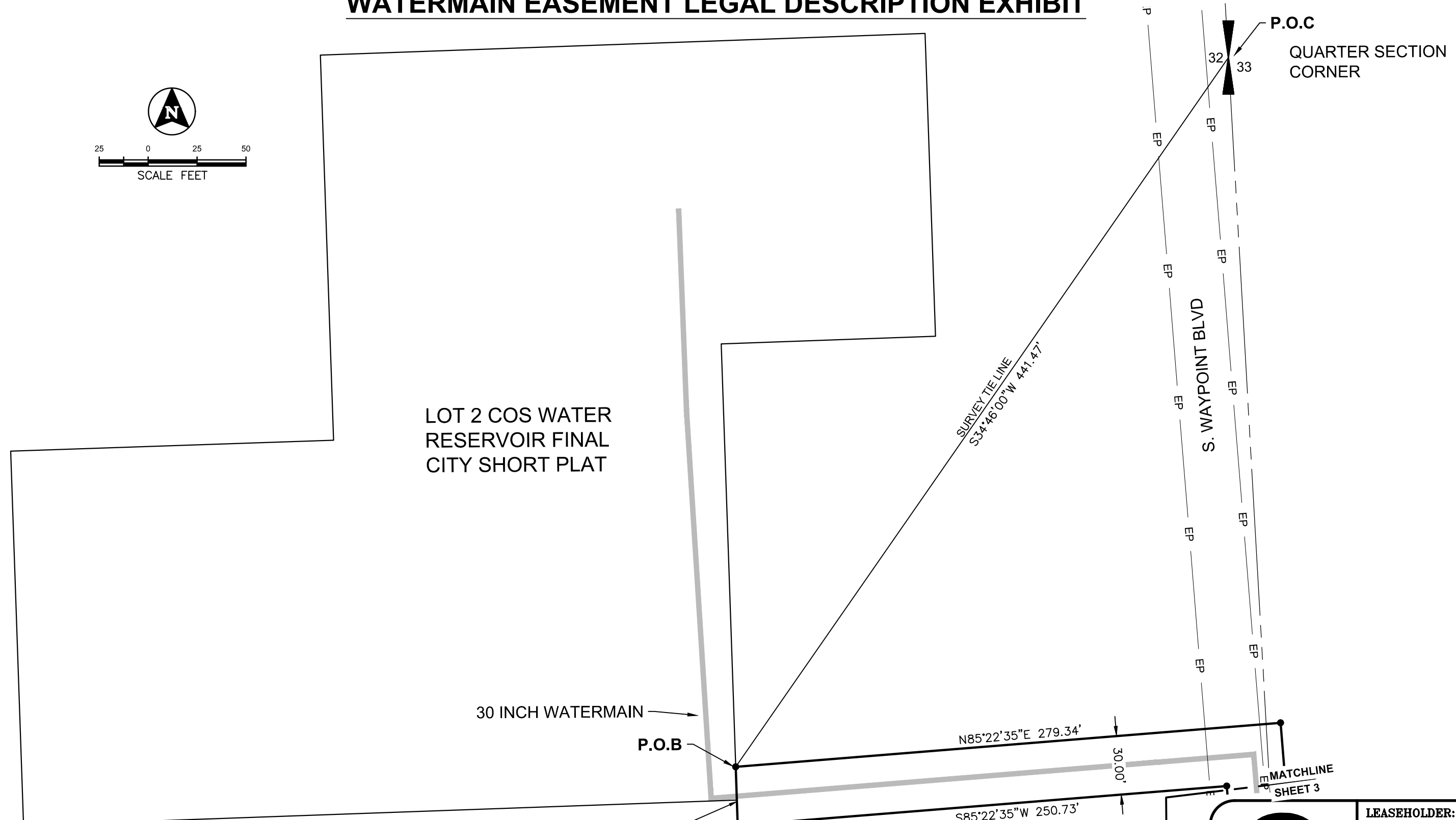
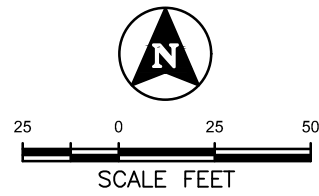


LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 1 OF 6

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

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Exhibit.dwg, 2/22/2023 7:53:32 AM, Brian McCluer, None

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LOT 2 COS WATER RESERVOIR FINAL CITY SHORT PLAT

30 INCH WATERMAIN

P.O.B

P.O.C

QUARTER SECTION CORNER

S. WAYPOINT BLVD

SURVEY TIE LINE
S34°46'00"W 441.47'

N85°22'35"E 279.34'

30.00'

S85°22'35"W 250.73'

N01°57'49"W 30.03'

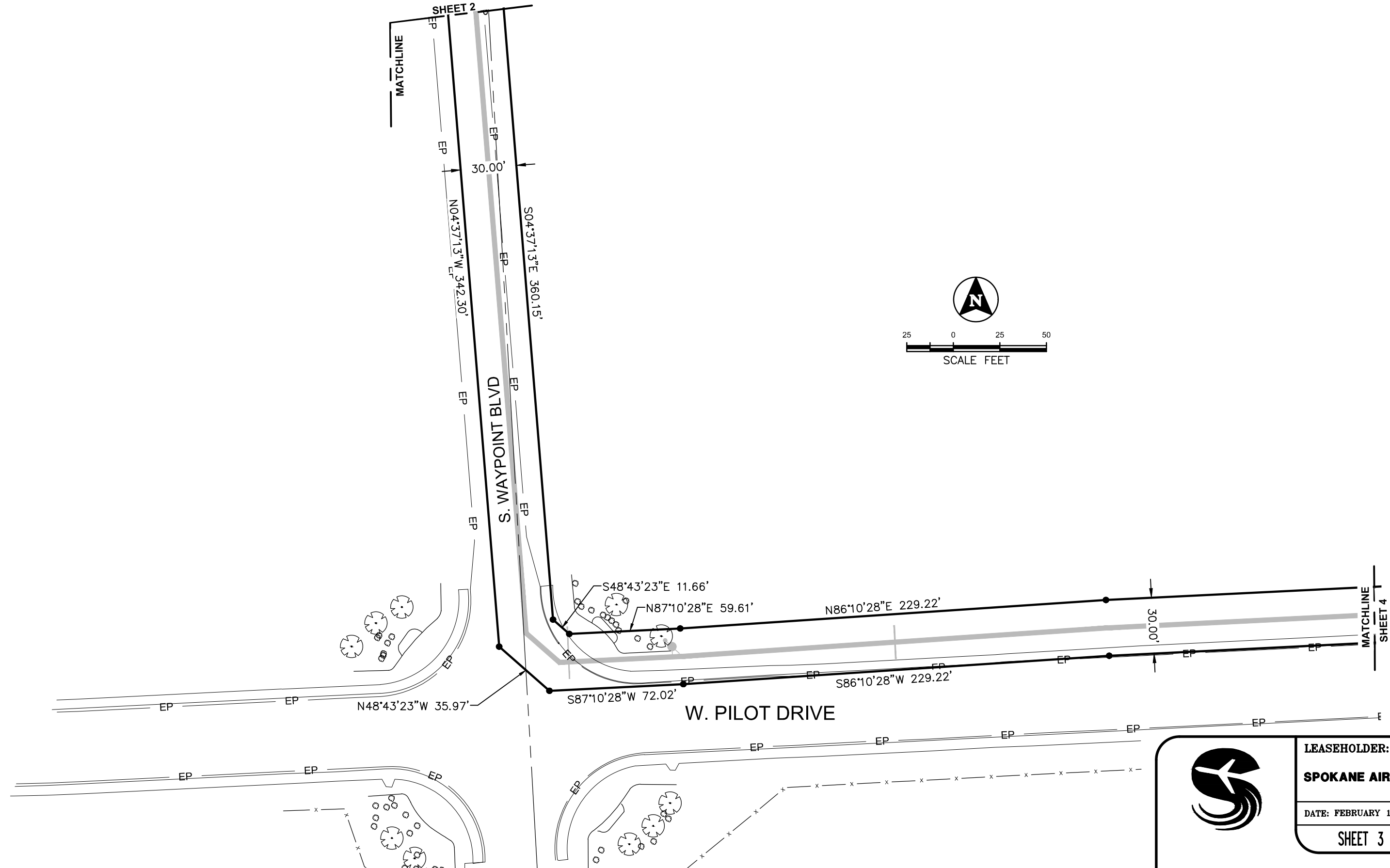
MATCHLINE
SHEET 3



LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 2 OF 6

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

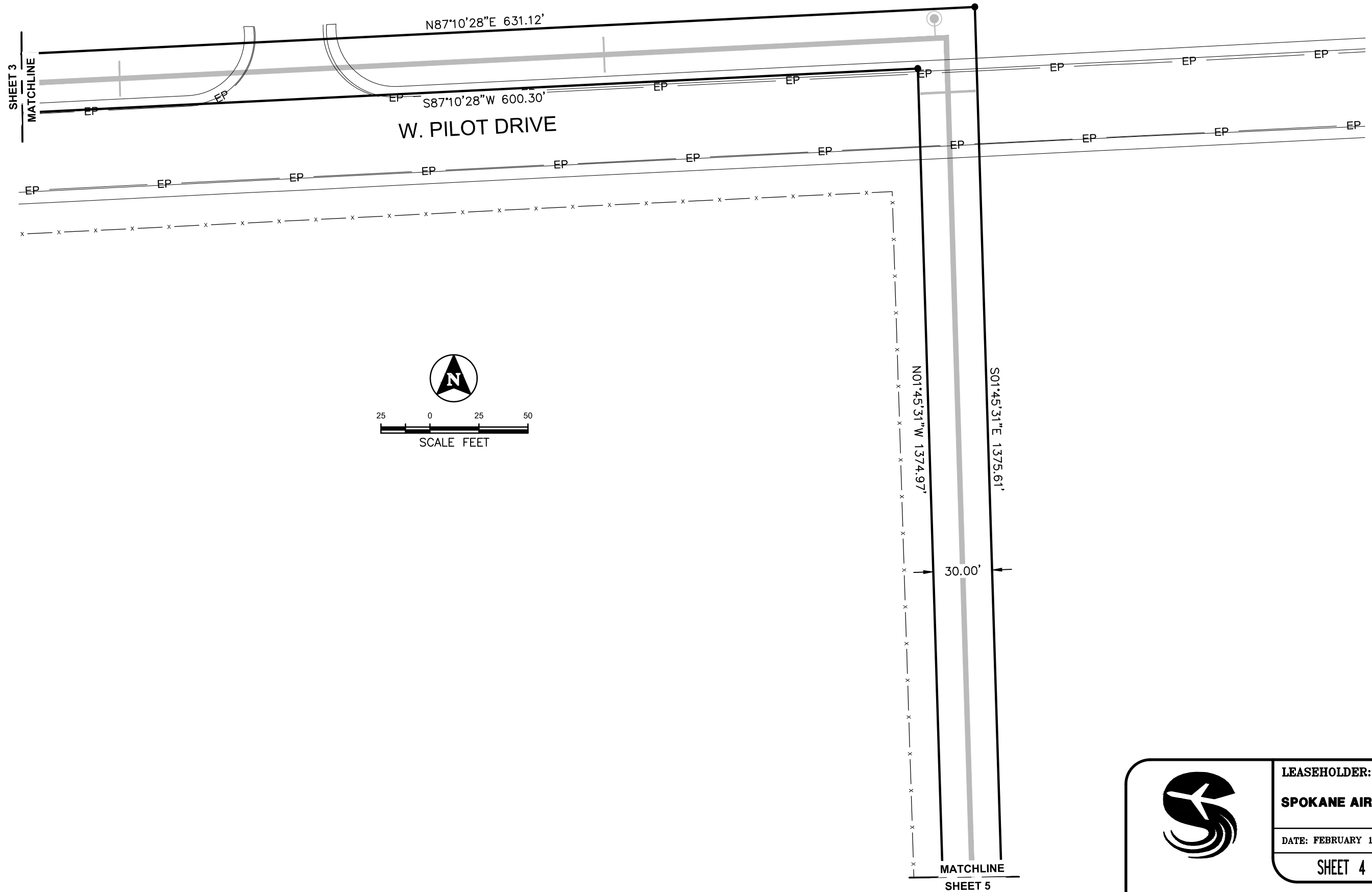
EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



| | |
|---|-------------------------|
|  | LEASEHOLDER: |
| | SPOKANE AIRPORT |
| | DATE: FEBRUARY 15, 2023 |
| SHEET 3 OF 6 | |
| 9000 West Airport Dr., Ste. 204 Spokane, WA 99224 | |

EXHIBIT B

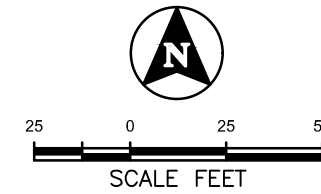
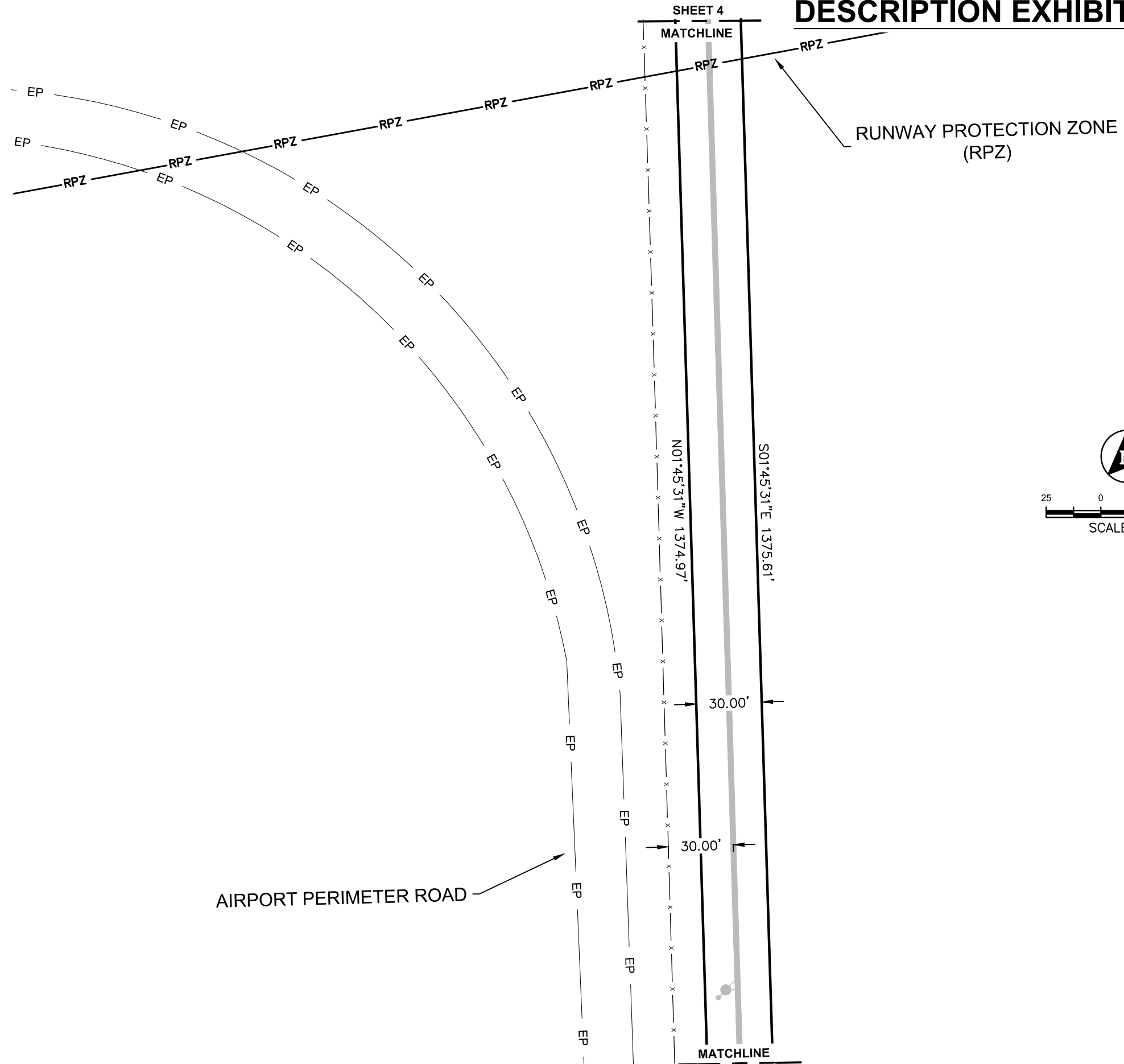
WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



| | |
|---|-------------------------|
|  | LEASEHOLDER: |
| | SPOKANE AIRPORT |
| | DATE: FEBRUARY 15, 2023 |
| SHEET 4 OF 6 | |
| 9000 West Airport Dr., Ste. 204 Spokane, WA 99224 | |

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Exhibit.dwg, 2/22/2023 7:57:00 AM, Brian McCluer, None

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



AIRPORT PERIMETER ROAD

RUNWAY PROTECTION ZONE (RPZ)



LEASEHOLDER:

SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

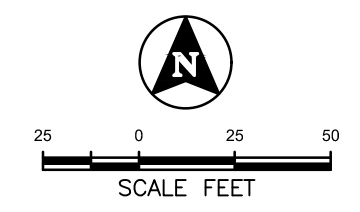
SHEET 5 OF 6

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

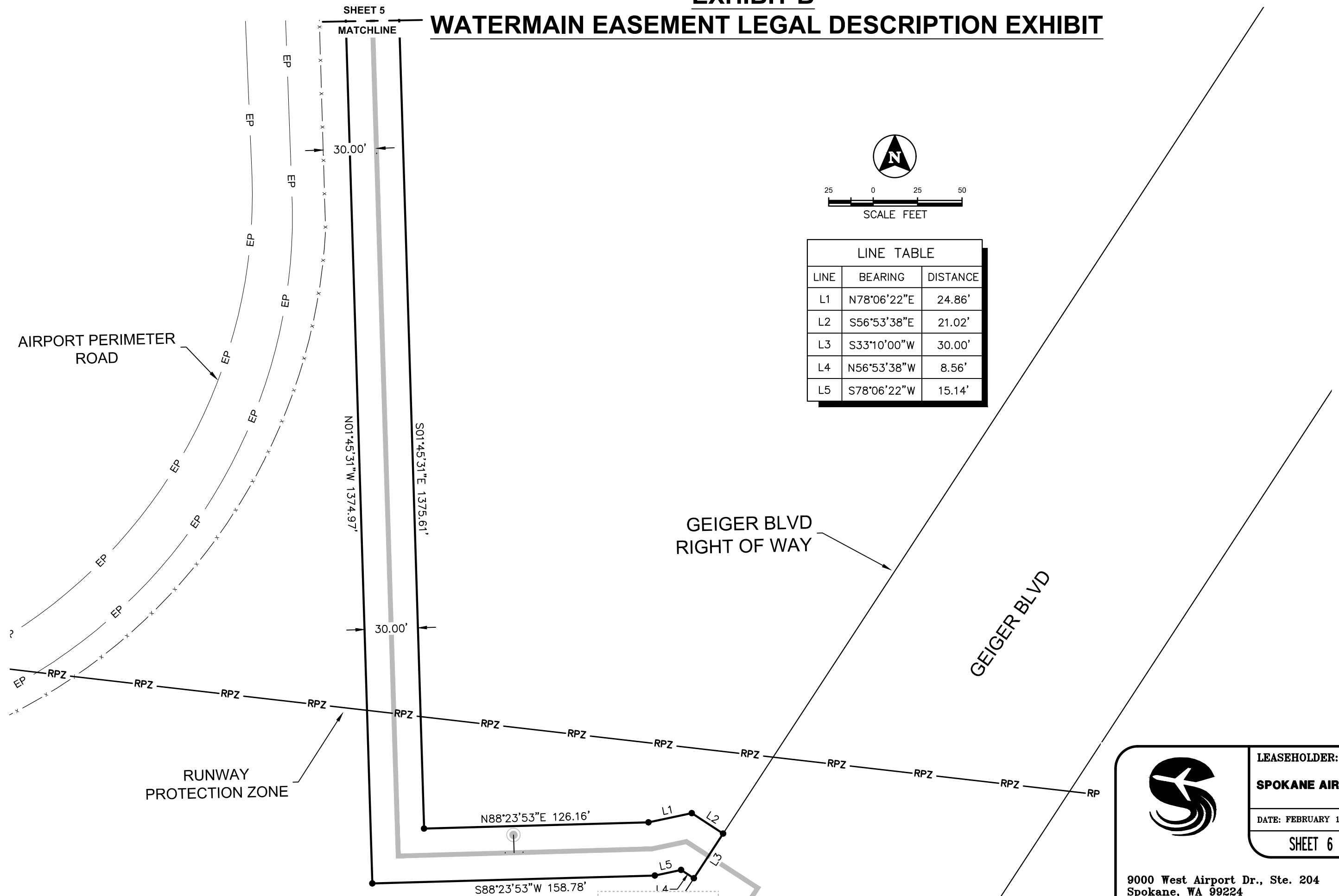
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EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N78°06'22"E | 24.86' |
| L2 | S56°53'38"E | 21.02' |
| L3 | S33°10'00"W | 30.00' |
| L4 | N56°53'38"W | 8.56' |
| L5 | S78°06'22"W | 15.14' |



LEASEHOLDER:
SPOKANE AIRPORT
 DATE: FEBRUARY 15, 2023
 SHEET 6 OF 6

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

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Submitting Department | Spokane Airport Board |
| Contact Name | Larry Krauter, CEO |
| Contact Email & Phone | lkrauter@spokaneairports.net ; 509-455-6419 |
| Council Sponsor(s) | CP Beggs and CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane. The no-cost water utility easement is 3,099 lineal feet by 30 feet wide for a total of 2.13 acres and is located in Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501. |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | 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. |
| Proposed Council Action | Approve Joint Resolution |
| Fiscal Impact Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | } N/A |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |

City Resolution No: _____

County 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 EXECUTE) JOINT RESOLUTION
A PUBLIC WATER LINE EASEMENT)
ON SPOKANE COUNTY ASSESSOR)
PARCELS 25320.1101 AND 25335.0501)

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, the County and the City have heretofore approved the sale of a portion of Spokane County Assessor Tax Parcels 25320.9004, comprised of approximately 2.985 acres of land near West Pilot Drive, near the intersection of West Pilot Drive and formerly Godfrey Boulevard, in the City ("Property"); and

WHEREAS, a public water line easement on adjoining real property owned by the County and City for the benefit of the Airport Board (Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501) is necessary in order to accommodate the installation, operation, maintenance, repair, or replacement of a water main by the City to connect to the City's water reservoir to be constructed on the Property; and

WHEREAS, the Airport Board has approved a public water line easement, on substantially similar terms and conditions as set forth in that certain Public Water Line Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and respectfully requests approval of the same by the County and City; 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 Chief Executive Officer of Spokane Airports, on behalf of the Airport Board, is authorized to execute a public water line easement, on substantially similar terms and conditions as set forth in that certain Public Water Line Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and
2. That the Chief Executive Officer of Spokane Airports be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to carry out the purposes and intent of this Joint Resolution in order to accommodate the installation,

operation, maintenance, repair, or replacement of a water main by the City to connect to the City's water reservoir to be constructed on the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

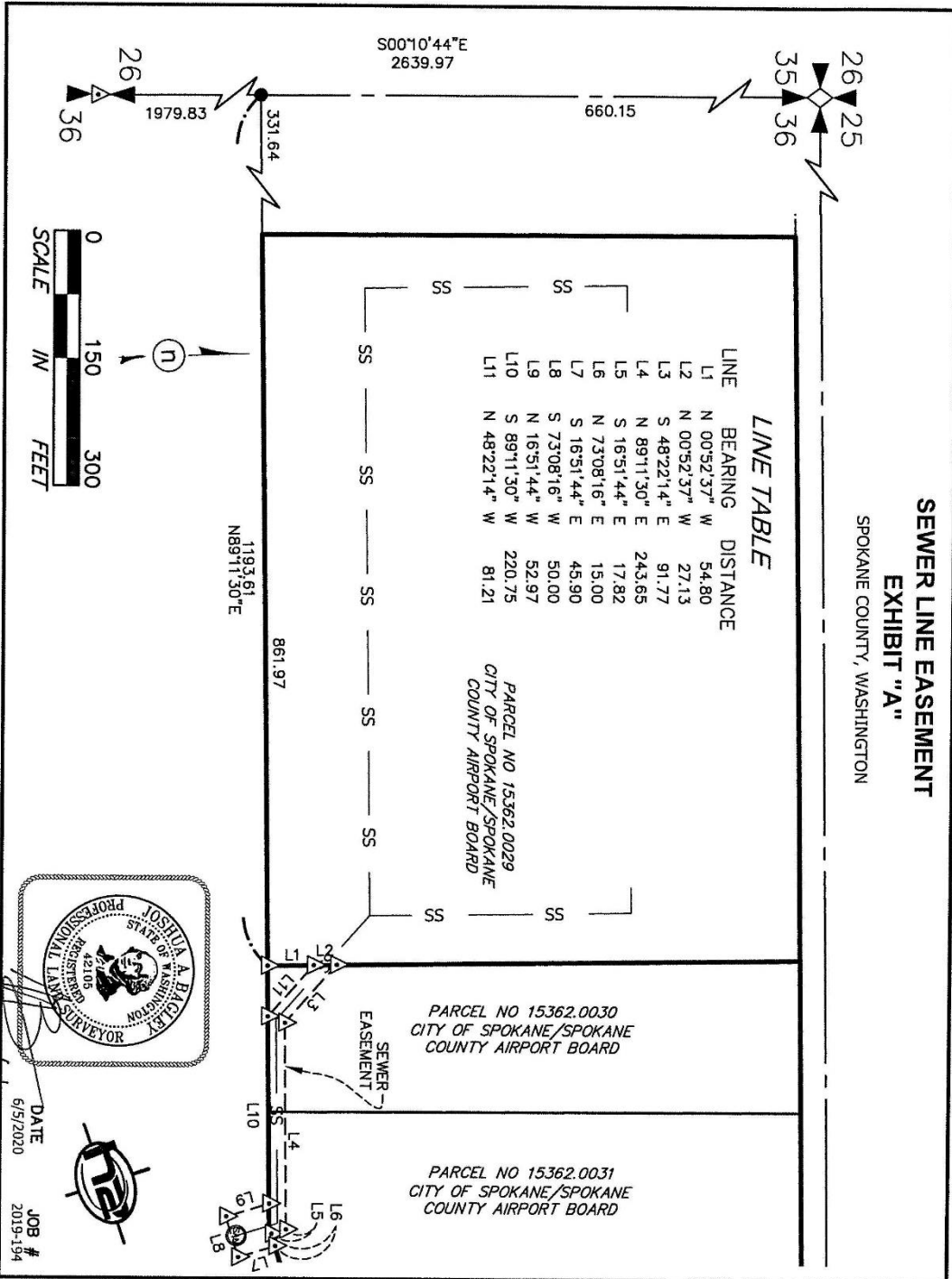
AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A
PUBLIC WATER LINE EASEMENT

**SEWER LINE EASEMENT
EXHIBIT "A"**
SPOKANE COUNTY, WASHINGTON



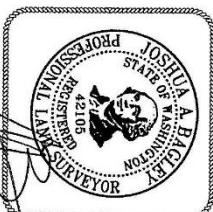
LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°52'37" W | 54.80 |
| L2 | N 00°52'37" W | 27.13 |
| L3 | S 48°22'14" E | 91.77 |
| L4 | N 89°11'30" E | 243.65 |
| L5 | S 16°51'44" E | 17.82 |
| L6 | N 73°08'16" E | 15.00 |
| L7 | S 16°51'44" E | 45.90 |
| L8 | S 73°08'16" W | 50.00 |
| L9 | N 16°51'44" W | 52.97 |
| L10 | S 89°11'30" W | 220.75 |
| L11 | N 48°22'14" W | 81.21 |

PARCEL NO 15362.0029
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD

PARCEL NO 15362.0030
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD

PARCEL NO 15362.0031
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD



DATE
6/5/2020

JOB #
2019-194

RETURN TO:

SPOKANE AIRPORT BOARD
ATTN: PROPERTIES & CONTRACTS
9000 W. Airport Dr., Suite 204
Spokane, WA 99224

ASSESSOR’S PARCEL NOS:

ABBREVIATED LEGAL:

RECORDING INFORMATION ABOVE

PUBLIC WATER LINE EASEMENT

This Public Water Line Easement (“Easement”) is made by and between the Spokane Airport Board , referred to herein as “Grantor”, and the City of Spokane, a Washington municipal corporation, referred to herein as “Grantee”, and its successors and assigns, hereinafter jointly referred to as the “Parties.”

WHEREAS, the Grantor is the owner of the certain real property situated within the boundaries of Spokane International Airport (the “Property”) identified as Spokane County Assessor’s Tax Parcel Numbers 25320.1101 and 25335.0501 and further identified by the legal description attached hereto as Exhibit A, entitled “Legal Description”, and incorporated herein by reference; and

WHEREAS, Grantor desires to grant to Grantee an access and utility easement for a water line under, along, through and across portions of the Property as shown on Exhibit B (the “Easement Area”); and

WHEREAS, the Property is operated by the Grantor pursuant to the Amended Spokane County/City Airport Agreement, dated August 28, 1990 (City of Spokane City Clerk File # OPR 1986-0318, Spokane County dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) (the “Airport Agreement”).

NOW, THEREFORE, for and in consideration of the above recitals, which are incorporated herein by reference, and other benefits to be derived by the Grantor, and the mutual covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement and Purpose. Grantor does hereby grant and convey unto Grantee an Access and Utility Easement for a water line only, under, along, through and across the Easement Area for purposes of installing, operating, maintaining, repairing, removing and/or replacing an underground water main and related appurtenances (the "Water Main"), as shown on Exhibit C. The Water Main covered by this Easement is located on the herein described Property and Easement Area at the time this Easement document is recorded, as operated, maintained, and repaired by Grantee under the terms of this Easement.

2. Non-Exclusive. This Easement shall be non-exclusive.

3. Termination. Grantor may terminate this Easement in the event Grantee breaches or violates any provisions hereof. Prior to termination, Grantor shall give Grantee thirty (30) days written notice of the breach. If the breach is cured to the reasonable satisfaction of the Grantor during the thirty (30) day timeframe, or if Grantee has made reasonable progress towards curing the breach within said thirty (30) day time period, said termination shall be null and void. In the event Grantee determines that some or all of the Water Main must be relocated, this Easement shall terminate with respect to such portion of the Water Main.

4. Access and Damage. Grantee shall have the right of ingress and egress along such routes as specifically directed by the Grantor's Chief Executive Officer or his/her designee over and across the above described Easement Area for the purposes of repair, replacement and maintenance of the Water Main. Upon each and every occasion that the Grantee installs, repairs, maintains, removes, and/or replaces the Water Main, Grantee, at its sole cost and expense, shall restore the Easement Area, the Property, and Grantor's surrounding property, to a condition as they were prior to any such work, to the extent any damage, disturbance, or alteration of the Easement Area, the Property, or Grantor's surrounding property was caused by the Grantee's exercise of its privileges under this Easement. Grantee shall cause no liens to stand against the Property. Grantee shall first request in writing permission from the Grantor's Chief Executive Officer or his/her designee for such access, ingress and/or egress, which permission shall not be unreasonably withheld. Such notice shall be no less than three (3) business days prior to access, ingress and/or egress, unless an emergency exists, in which case reasonable prior written notice shall be provided by Grantee. Grantee shall not construct, place or maintain any buildings, structures, or temporary or permanent equipment within the permanent or temporary easement areas that would constitute a hazard to Airport operations in the sole judgment of the Grantor.

5. Grantor's Use of the Easement Area. The Grantor and those operating within its authority, including, but not limited to the Grantor, reserves the right to the full use and enjoyment of the Easement Area described in Exhibits A and B, provided, however, that the Grantor shall not construct, place or maintain any buildings or structures within the Easement Area that would interfere with the maintenance, repair, replacement or safe operation of the Water Main. In the event Grantor determines the need to develop the area or install or improve a road in the Easement Area, Grantor reserves the right to make necessary improvements as needed. Grantee shall interfere as little as possible with the Grantor's and Grantor's use of the Easement Area and shall not materially interfere with access to the Easement Area.

6. Ownership of Utilities. The Water Main placed within the Easement, along with all other water and/or sewer utilities in or on the Property, shall remain the property of the Grantee, with authority over the utilities and related appurtenances maintained in accordance with the Airport Agreement.

7. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the Easement Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

8. Indemnity. The Grantee shall defend, indemnify and hold harmless the Grantor, and its elected or appointed officials, agents and employees from any and all claims and actions of any kind and all expenses incidental to the investigation and defense thereof, including reasonable attorney's fees and costs, claimed by anyone by reason of injury or death or damages to persons or property sustained as a result of Grantee's activity or actions done, permitted or suffered by Grantee in, or about the Property and/or Spokane International Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Grantor and its selected or appointed officials, agents and employees.

9. Insurance. The Grantee shall, at its expense, maintain insurance in full force and effect at all times in such amounts as to meet the minimum limits of liability specified in this paragraph and insurance shall be placed with companies or underwriters authorized to conduct business in the State of Washington and satisfactory to the Grantor. In the event Grantee is self insured, Grantee accepts through this Easement full financial and legal responsibility for any and all fees, attorney's fees, causes of actions, whether by suit or otherwise, claims, settlements and judgments which occur as a result of the use of the Easement Area and its operation whether against the Grantee or its agents, or assigns, contractors, or operator which have been required to be covered by insurance herein.

The insurance policy(ies) shall be the standard comprehensive insurance coverage with aircraft exclusions deleted to cover all operations of Grantee and shall include, but not by way of limitation, bodily injury, property damage, product liability, automobile, including owned, non-owned, leased and hired, and contractual coverage, including the obligations pursuant to this Easement. The Grantor, the County of Spokane, the City of Spokane, their elected and appointed officials, agents and employees, shall be named as additional insureds with respect to Grantee's use of the Property that is the subject of this Easement. Grantee shall promptly upon execution of this Easement, furnish to the Grantor appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Easement. The coverage shall not be less than Five Million Dollars (\$5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000), for bodily injury and property damage with respect to each occurrence; such limits are subject to periodic adjustments at sole determination of Grantor. The insurance policy(ies) shall not be subject to cancellation except after notice to the Grantor by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Easement, written evidence of renewal shall be furnished to the Grantor at least thirty (30) days prior to such expiration. Upon written request by the Grantor, Grantee shall permit the Grantor to inspect the originals and all applicable policies. Grantee may satisfy the insurance requirement through a program of self-insurance. In case Grantee uses a self-insurance program, Grantee shall provide Grantor evidence of adequate financial resources to meet its self-insuring obligations at any time upon request by Grantor.

10. Dimension of Permanent Easement. The width of the Easement Area for the water line shall be thirty feet (30') as identified on Exhibit A & B.

11. Dimension of Temporary Easement; Relocation of Easement Area. The Grantee shall also be entitled to an additional adjoining temporary construction easement of twenty feet (20') solely for the purposes of initial installation and future maintenance of the underground water main. The limitations

on buildings or structures within the Easement Area shall not apply within the temporary easement area. In the event the Grantor determines that a particular portion of the Easement Area is required by or for the Airport, the Grantor and Grantee shall coordinate and mutually agree on the relocation of any portion of the Water Main impacted by the Grantor's decision; provided, in the event such relocation of the Water Main becomes necessary, Grantor shall offer an alternate location for the relocation of such Water Main to be completed within twelve (12) months after such available alternative location is mutually agreed upon by the Grantor and Grantee.

12. Miscellaneous Provisions. This Easement shall not be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation without the express prior written consent of the Grantor.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

It is specifically declared and agreed that time is of the essence of this Easement.

This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

Any notice providing for or concerning this Easement shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the Grantor or Grantee at their business address.

Grantor: Spokane Airport Board
Attn: Property & Contracts Dept.
9000 W. Airport, Suite 204
Spokane, WA 99224

Grantee: City of Spokane Public Works
Attn: Director
808 W. Spokane Falls Blvd, Fl. 2
Spokane, WA 99220

With a Copy to: City Attorney's Office
808 W. Spokane Falls Blvd, Fl. 5
Spokane, WA 99220

Grantee shall comply with all applicable Federal, State, and local laws, ordinances and regulations with regard to this Easement.

The titles to the paragraphs of this Easement are solely for the convenience of the signatories and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Easement.

This Easement constitutes the entire agreement between the Grantor and Grantee. Any prior

understandings or representations of any kind preceding the date of this Easement shall not be binding except to the extent incorporated into this Easement.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed on the date opposite their signature block. This Easement shall be effective as of the date of the last signature.

ATTEST: Date: _____

GRANTOR: COUNTY OF SPOKANE

Clerk of the Board

Mary L. Kuney, Chair

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Mary L. Kuney is the person who appeared before me and acknowledged that she signed the document, on oath stated that she was authorized to sign it and acknowledged it as the Chair of the Board of County Commissioners of Spokane County, Washington, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date: _____
[SEAL OR STAMP]

Notary Public in and for Washington
State residing in _____
My appointment expires _____

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EXHIBIT A

Easement Legal Description

EXHIBIT B

Property & Easement Area

EXHIBIT "A"

New Watermain Easement Legal Description

A watermain easement located within the southeast quarter of section 32 and the southwest quarter of section 33 Township 25 north, Range 42 east, Willamette Meridian, City of Spokane, Spokane County, Washington; said watermain easement being a strip of land 30 feet in width more particularly described as follows:

Commencing at the west quarter corner of said section 33, monumented with a 5/8" rebar and no identification, from which the southwest corner of said section 33 bears South 3°14'34" East 2657.70 feet, monumented with a PK nail and no identification;

Thence South 34°46'00" West, 441.47 feet to a point on the easterly line of lot 2 of the C.O.S. water reservoir final city short plat, recorded in book 36 pages 51-53 instrument number 7143770, said point being the **Point of Beginning**;

Thence North 85°22'35" East, 279.34 feet;

Thence South 4°37'13" East, 360.15 feet;

Thence South 48°43'23" East, 11.66 feet;

Thence North 87°10'28" East, 59.61 feet;

Thence North 86°10'28" East, 229.22 feet;

Thence North 87°10'28" East, 631.12 feet;

Thence South 1°45'31" East, 1375.61 feet;

Thence North 88°23'53" East, 126.16 feet;

Thence North 78°06'22" East, 24.86 feet;

Thence South 56°53'38" East, 21.02 feet to the westerly right of way of Geiger Boulevard;

Thence South 33°10'00" West, along said westerly right of way, a distance of 30.00 feet;

Thence leaving said westerly right of way, North 56°53'38" West, 8.56 feet;

Thence South 78°06'22" West, 15.14 feet;

Thence South 88°23'53" West, 158.78 feet;

Thence North 1°45'31" West, 1374.97 feet;

Thence South 87°10'28" West, 600.30 feet;

Thence South 86°10'28" West, 229.22 feet;

Thence South 87°10'28" West, 72.02 feet;

Thence North 48°43'23" West, 35.97 feet;

Thence North 4°37'13" West, 342.30 feet;

Thence South 85°22'35" West, 250.73 feet;

Thence North 1°57'49" West, 13.01 feet to the southeast corner of said lot 2;

Thence North 1°57'49" West, along the easterly line of said lot 2, a distance of 17.02 feet to the **Point of Beginning**.

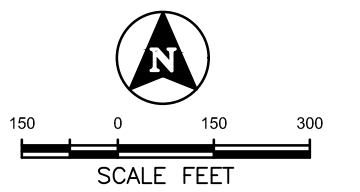
CONTAINING: 2.137 Acres more or less

EXHIBIT B: attached and made a part hereof.



J:\SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\Exhibits on Grid\230001_23-002 Watermain Easement Index Aerial Grid.dwg, 2/21/2023 4:50:29 PM, Brian McCluer

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT INDEX SHEET



NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF A PROPOSED WATERMAIN EASEMENT WITHIN SPOKANE INTERNATIONAL AIRPORT PROPERTY. THE ALIGNMENT OF THE SHOWN EASEMENT WAS PROVIDED BY THE CITY OF SPOKANE ENGINEERING DEPARTMENT AND SPOKANE INTERNATIONAL AIRPORT.

LEGEND

| | |
|--------|--------------------------------|
| — X — | FENCELINE |
| — EP — | EDGE OF PAVEMENT |
| — | WATERMAIN EASEMENT LINE |
| • | WATERMAIN EASEMENT ANGLE POINT |
| P.O.B | POINT OF BEGINNING |
| P.O.C | POINT OF COMMENCEMENT |



LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 1 OF 6

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

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\Exhibits on Grid\230001_23-002 Watermain Easement Exhibit Aerial Grid.dwg, 2/21/2023 5:05:25 PM, Brian McClure

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:
SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 2 OF 6

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:

SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 3 OF 6

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 4 OF 6

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\Exhibits on Grid\230001_23-002 Watermain Easement Exhibit Aerial Grid.dwg, 2/21/2023 5:11:45 PM, Brian McClure

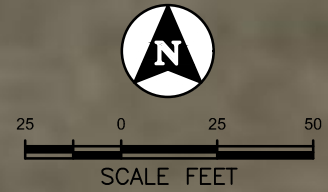
EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT

SHEET 4



MATCHLINE

RUNWAY PROTECTION ZONE (RPZ)



N01°45'31" W 1374.79'

S01°45'31" E 1375.43'

30.00'

AIRPORT PERIMETER ROAD

MATCHLINE



LEASEHOLDER:
SPOKANE AIRPORT
 DATE: FEBRUARY 15, 2023
 SHEET 5 OF 6

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

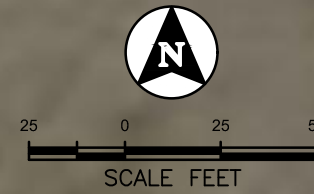
J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\Exhibits on Grid\230001_23-002 Watermain Easement Exhibit Aerial Grid.dwg, 2/21/2023 5:21:14 PM, Brian McClure

EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT

SHEET 5

MATCHLINE



AIRPORT PERIMETER ROAD

GEIGER BLVD RIGHT OF WAY

GEIGER BLVD

RUNWAY PROTECTION ZONE

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N78°06'22"E | 24.86' |
| L2 | S56°53'38"E | 21.02' |
| L3 | S33°10'00"W | 30.00' |
| L4 | N56°53'38"W | 8.56' |
| L5 | S78°06'22"W | 15.14' |



LEASEHOLDER:
SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 6 OF 6

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

N01°45'31" W 1374.79'

S01°45'31" E 1375.43'

30.00'

N88°23'53"E 126.15'

S88°23'53"W 158.76'

EXHIBIT "A"
New Watermain Easement Legal Description

A watermain easement located within the southeast quarter of section 32 and the southwest quarter of section 33 Township 25 north, Range 42 east, Willamette Meridian, City of Spokane, Spokane County, Washington; said watermain easement being a strip of land 30 feet in width more particularly described as follows:

Commencing at the west quarter corner of said section 33, monumented with a 5/8" rebar and no identification, from which the southwest corner of said section 33 bears South 3°14'34" East 2657.70 feet, monumented with a PK nail and no identification;

Thence South 34°46'00" West, 441.47 feet to a point on the easterly line of lot 2 of the C.O.S. water reservoir final city short plat, recorded in book 36 pages 51-53 instrument number 7143770, said point being the **Point of Beginning**;

Thence North 85°22'35" East, 279.34 feet;
Thence South 4°37'13" East, 360.15 feet;
Thence South 48°43'23" East, 11.66 feet;
Thence North 87°10'28" East, 59.61 feet;
Thence North 86°10'28" East, 229.22 feet;
Thence North 87°10'28" East, 631.12 feet;
Thence South 1°45'31" East, 1375.61 feet;
Thence North 88°23'53" East, 126.16 feet;
Thence North 78°06'22" East, 24.86 feet;
Thence South 56°53'38" East, 21.02 feet to the westerly right of way of Geiger Boulevard;
Thence South 33°10'00" West, along said westerly right of way, a distance of 30.00 feet;
Thence leaving said westerly right of way, North 56°53'38" West, 8.56 feet;
Thence South 78°06'22" West, 15.14 feet;
Thence South 88°23'53" West, 158.78 feet;
Thence North 1°45'31" West, 1374.97 feet;
Thence South 87°10'28" West, 600.30 feet;
Thence South 86°10'28" West, 229.22 feet;
Thence South 87°10'28" West, 72.02 feet;
Thence North 48°43'23" West, 35.97 feet;
Thence North 4°37'13" West, 342.30 feet;
Thence South 85°22'35" West, 250.73 feet;
Thence North 1°57'49" West, 13.01 feet to the southeast corner of said lot 2;
Thence North 1°57'49" West, along the easterly line of said lot 2, a distance of 17.02 feet to the **Point of Beginning**.

CONTAINING: 2.137 Acres more or less

EXHIBIT B: attached and made a part hereof.



4.5

4.5 - Airport - Craig Road Property

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property easement necessary for improvements to Craig Road.

Attachments

[PSA County ROW - Execution Version \(02860961x9F871\).pdf](#)

[City Briefing Paper Craig Road Property.docx](#)

[Joint Resolution Craig Road Property.docx](#)

**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 16th day of March, 2023 (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 SPOKANE COUNTY, a political subdivision of the State of Washington ("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 tax parcels:

- (i) 14025.9004 consisting of approximately 650.77 acres ("Map 1");
- (ii) 14022.9002 consisting of approximately 39.09 acres ("Map 3");
- (iii) 14022.0601 consisting of approximately 10.20 acres ("Map 4");
- (iv) 14022.0501 consisting of approximately 33.70 acres ("Map 5");
- (v) 14022.0101 consisting of approximately 27.60 acres ("Map 6");
- (vi) 15355.9007 consisting of approximately 550.84 acres ("Map 8");
- (vii) 15341.9008 consisting of approximately 39.89 acres ("Map 9");
- (viii) 15341.9009 consisting of approximately 104.37 acres ("Map 10"); and
- (ix) 15341.9001 consisting of approximately 9.09 acres ("Map 11"),

all of which is located generally near, abutting or adjacent to South Craig Road, south of West McFarlane Road, and north of West Medical Lake Road (Highway 902) in Spokane ("City"), Spokane County ("County"), Washington ("State") as more particularly bounded and described on Exhibit A-1 attached hereto (Map 1, Map 3, Map 4, Map 5, Map 6, Map 8, Map 9, Map 10 and Map 11, collectively, hereinafter the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately:

- (i) Zero and 8937/10000 (0.8937) acres of Map 1;
- (ii) Zero and 5452/10000 (0.5452) acres of Map 3;
- (iii) Zero and 8881/10000 (0.8881) acres of Map 4;
- (iv) One and 4306/10000 (1.4306) acres of Map 5;
- (v) One and 2521/10000 (1.2521) acres of Map 6; and
- (vi) Zero and 1491/10000 (0.1491) acres of Map 8,

in the City, County, State, as depicted on Exhibit A-2 attached hereto and legally described on Exhibit A-3 attached hereto (the "Real Property" and together with those items described in Recital C through E below, 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. A Border Easement (as defined in Section 5.5(a)(3)) over a portion of the Seller Property consisting of approximately:

- (i) Zero and 8966/10000 (0.8966) acres of Map 1;
- (ii) Zero and 3067/10000 (0.3067) acres of Map 3;

- (iii) Zero and 2287/10000 (0.2287) acres of Map 4;
- (iv) Zero and 4021/10000 (0.4021) acres of Map 5;
- (v) Zero and 2720/10000 (0.2720) acres of Map 6;
- (vi) One and 4130/10000 (1.4130) acres of Map 8;
- (vii) Zero and 1822/10000 (0.1822) acres of Map 9;
- (viii) Zero and 3642/10000 (0.3642) acres of Map 10; and
- (ix) Zero and 1739/10000 (0.1739) acres of Map 11.

D. A Slope Easement (as defined Section 5.5(a)(4)) over a portion of the Seller Property consisting of approximately:

- (i) Zero and 1540/10000 (0.1540) acres of Map 8;
- (ii) Zero and 23/10000 (0.0023) acres of Map 9;
- (iii) Zero and 166/10000 (0.0166) acres of Map 10; and
- (iv) Zero and 139/10000 (0.0139) acres of Map 11.

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

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. Purchase Price. The purchase price for the Property will be One Dollar and 00/100 (\$1.00) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid by Buyer at Closing in cash.

2.1 Purchase Price Justification. In contemplation of the future, to-be-constructed, transload facility, which facility is intended to allow for the efficient transfer of freight between rail cars and trucks ("Transload Facility"), near the Spokane International Airport ("Airport"), the Parties desire to enter into this Agreement for the disposition of the Property for critically important right-of-way improvements ("ROW Infrastructure") to service the Transload Facility and Airport property. ROW Infrastructure consists of widening, realigning and improving segments of Craig Road to accommodate commercial traffic. In furtherance thereof, Buyer is the intended recipient of federal grant funds for the construction, installation, and improvement of the ROW Infrastructure. Seller, as operator of the Airport, is a necessary party to and intended beneficiary of the Transload Facility and adjacent Airport property. For the reasons specified herein, and for other valuable consideration, the Parties, in good faith, have negotiated the Purchase Price and acknowledge and agree such Purchase Price to be fair and adequate consideration in connection with the future benefits (realized or unrealized) to be derived from the Transload Facility and ROW Infrastructure.

2.2 URA Appraisal Release. The Uniform Relocation Assistance and Real Property Acquisition Act ("URA") 42 U.S.C.A. §4601 *et. seq.* establishes minimum standards for federally funded programs and projects that require the acquisition of real property or displace persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects, including, but not limited to obtaining an appraisal of the real property to determine its fair market value. In

connection with the ROW Infrastructure contemplated in respect of the Transload Facility, Seller acknowledges and agrees Seller is hereby notified of its rights and the benefits available to Seller under the URA and its corresponding implementing regulations. As of the Effective Date and as of the Closing Date, Seller further acknowledges and agrees Seller is entering into this Agreement voluntarily, with full knowledge of the right to receive just compensation for the Property and hereby releases the Buyer from obtaining an updated appraisal of the Property.

3. Due Diligence Inspections and Title Review.

3.1 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, thirty (30) days thereafter subject to extension under Section 3.2(b) below.

3.2 Review of Title. As of the Effective Date, Buyer has obtained title commitment(s) from WFG National Title Company of Eastern WA, 25 W Cataldo Avenue, Suite A, Spokane, WA 99201 (Attn: Adeidra Jones; Email: ajones@wfgtitle.com) (“Title Company”). Within five (5) days after the Effective Date, Buyer shall cause the Title Company to deliver updated commitment(s) for the Title Policy (as defined in Section 5.4(b)) to the Parties. The commitment(s) must be accompanied by legible copies of all documents referred to in Schedule B of the commitment(s) (the commitment(s) and documents are collectively referred to in this Agreement as the “Title Report”).

(a) Objections. Buyer shall review the Title Report and may, within fifteen (15) 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) Business Days following Seller’s receipt of Buyer’s written notice of Disapproved Matter(s), notify Buyer 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, or (z) give written notice to Seller, 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 3.2(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) Business 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) Business 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) Business 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) Business Day period by giving written notice of termination to Seller, 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) Business Day cure period would expire after the scheduled Closing Date (as defined in Section 5.1, 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 that regulate 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; 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 3.2, neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

3.3 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within five (5) Business Days after the Effective Date provide to Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; and copies of any pending or threatened Claims (as defined in Section 3.4(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.

3.4 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 Real 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. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I, 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 Real Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 3.4(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. 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. In the event that the purchase of the Property is not closed for any reason other than a default by Seller, Buyer agrees, upon Seller's written request, to return to Seller and/or provide copies of any and all surveys, reports, studies and/or all other written materials (whether or not in draft form) obtained by Buyer in connection with this Section 3.4, to Seller, without any representations or warranties as to the truth, accuracy or completeness of any materials, reports, data or other information contained therein and the contents of such materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third party (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.

(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 Real 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 Real Property. The provisions of this Section will survive Closing or other termination of this Agreement.

3.5 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 (the "Termination Notice"). 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 fails to send a Termination Notice to Seller by the expiration of the Review Period, Buyer will be deemed to have elected to proceed to Closing in accordance with this Agreement. If this Agreement is terminated as provided in this Section 3.5, 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.

3.6 Real Property Segregation Process. Buyer and Seller acknowledge and agree the segregation and creation of a separate legally conveyable parcel(s) will not be accomplished via the filing and processing of a lot line adjustment, boundary line adjustment, short plat, long plat, binding site plan, or other lawful subdivision mechanism to be filed or recorded in the official records of the County. The foregoing notwithstanding, Buyer shall take all actions necessary to prepare and cause the processing, completion and approval of a right-of-way plan for the future development and legal segregation of the Real Property in conformance with all governmental regulations ("ROW Plan"). Buyer shall provide the ROW Plan to the County assessor's office within thirty (30) days following the Closing. Upon the Closing of the transactions contemplated in this Agreement, Buyer covenants and agrees to ensure Seller remains the holder of fee simple title to all retained Seller Property with the full rights, privileges and benefits of ownership of said retained Seller Property.

4. Conditions Precedent.

4.1 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 or Closing Agent shall have been delivered;
- (b) Each of the representations of Seller set forth in Section 6 shall be true in all material respects as of the Closing Date;
- (c) If requested by Buyer, 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) 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; *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 12. In the event Buyer elects to terminate this Agreement pursuant to Section 12, 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.

4.2 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 or Closing Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

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

(c) 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

(d) 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 Release").

If any of the conditions delineated in Sections 4.2(a) or 4.2(b) 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. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 4.2(c) and 4.2(d) (the "Approval Conditions") to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

5. Closing.

5.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of: (i) sixty (60) days following the expiration of the Review Period, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date as mutually agreed to by the Parties in writing. Notwithstanding anything herein to the contrary, if Closing has not occurred not later than sixty (60) days following expiration of the Review Period due to the failure of the Approval Conditions, *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a Seller Default, 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 all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

5.2 Closing Agent. The Parties acknowledge and authorize SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) to serve as the "Closing Agent" for this transaction.

5.3 Location. Closing will occur at such place as may be agreed to by the Parties in writing.

5.4 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer will pay for any closing fees including any fees and costs charged by the Closing Agent. Buyer 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. Buyer shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below), all recording fees associated with recording the Border Easement(s) (as defined below), all recording fees associated with recording the Slope Easement(s) (as defined below), and 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. If requested by Buyer, Buyer shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and 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. 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) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(e) Other Costs and Survival. All other costs not addressed within this Section 5.4 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 5.4 will survive Closing for a period of six (6) months.

5.5 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 quitclaim 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) An original duly executed and acknowledged donation border easement(s) ("Border Easement(s)") encumbering those portions of the Seller Property as more particularly described therein, in the form(s) attached to this Agreement as Exhibit D.

(4) An original duly executed and acknowledged donation slope easement(s) ("Slope Easement(s)") encumbering those portions of Map 8, Map 9, Map 10 and Map 11, as more particularly described therein, in the form(s) attached to this Agreement as Exhibit E.

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

(6) Such documentation as Closing Agent may be reasonably require to close and consummate the sale 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 2 and Section 5.4 in Current Funds.

(2) A duly executed and completed REETA.

(3) An original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C.

(4) Disburse the funds due Seller to Seller;

(5) Such documentation as Closing Agent may be reasonably require to close and consummate the purchase of the Property in accordance with the terms of this Agreement.

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

(1) Record the Deed, Avigation Easement, Border Easement(s) and Slope Easement(s), in that order.

(2) If requested by Buyer, prepare the closing order for the Title Company to deliver the Title Policy.

6. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 6. 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 not survive Closing.

6.1 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 4.2(c) and 4.2(d), 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 Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or governmental authority.

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

7. 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 7. 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 not survive Closing.

7.1 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. “AS IS” Sale; Release & Waiver.

8.1 “AS IS” Purchase.

(A) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6, 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 6 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 6 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. 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: _____ Buyer's Initials: _____

8.2 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. Covenants.

9.1 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.

9.2 Covenant of Buyer; Post-Closing Construction. Buyer acknowledges and agrees that as a condition subsequent to Seller's procurement of the FAA Release, Buyer must adhere to the requirements of 14 CFR Part 77, by submitting FAA Form 7460-1 and receiving FAA's positive determination, prior to constructing any facility or feature on the Real Property in respect of Buyer's project. The provisions of this Section 9.2 shall survive Closing.

10. 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, 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.

11. Default by Buyer. 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 5.5(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 AND SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO IT IN LAW AND EQUITY. 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: _____ Buyer's Initials: _____

12. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 5.5(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, terminate this Agreement in its entirety by delivery of notice of termination to Seller.

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 such Title Policy is so obtained by Buyer. 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.

13. 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 13 will survive Closing.

14. Miscellaneous.

14.1 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.

14.2 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
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
Shaun T. Greer
Email: tblack@lukins.com
sgreer@lukins.com
Fax: (509) 363-2487

If to Buyer: Spokane County Public Works
1026 W. Broadway Ave.
Spokane, WA 99260
Attn: Patrick Rooks
Scott Dickinson
Email: prooks@spokanecounty.org
sadickinson@spokanecounty.org

with a copy to: _____

Attn: _____
Email: _____
Fax: _____

14.3 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will not survive Closing.

14.4 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.

14.5 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.

14.6 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.

14.7 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.”

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in the County on such date. If any deadline or date in this Agreement falls on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in the County on the next Business Day. If a deadline or date is extended to a Business Day, the deadline or date, as so extended shall be considered the actual deadline for purposes of calculating subsequent dates and deadlines. If the Closing Date falls on a day other than a Business Day, the Closing Date shall be extended until 5:00 p.m. on the second Business Day following such non-Business Day. Time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 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.

14.10 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 the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

14.11 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.

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

14.13 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.

14.14 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. Any assignment made in violation of this Section shall be void.

14.15 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.

14.16 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.

14.17 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:

SPOKANE COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF SELLER PROPERTY*

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

APNs: 14025.9004
14022.9002
14022.0601
14022.0501
14022.0101
15355.9007
15341.9008
15341.9009 and
15341.9001

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

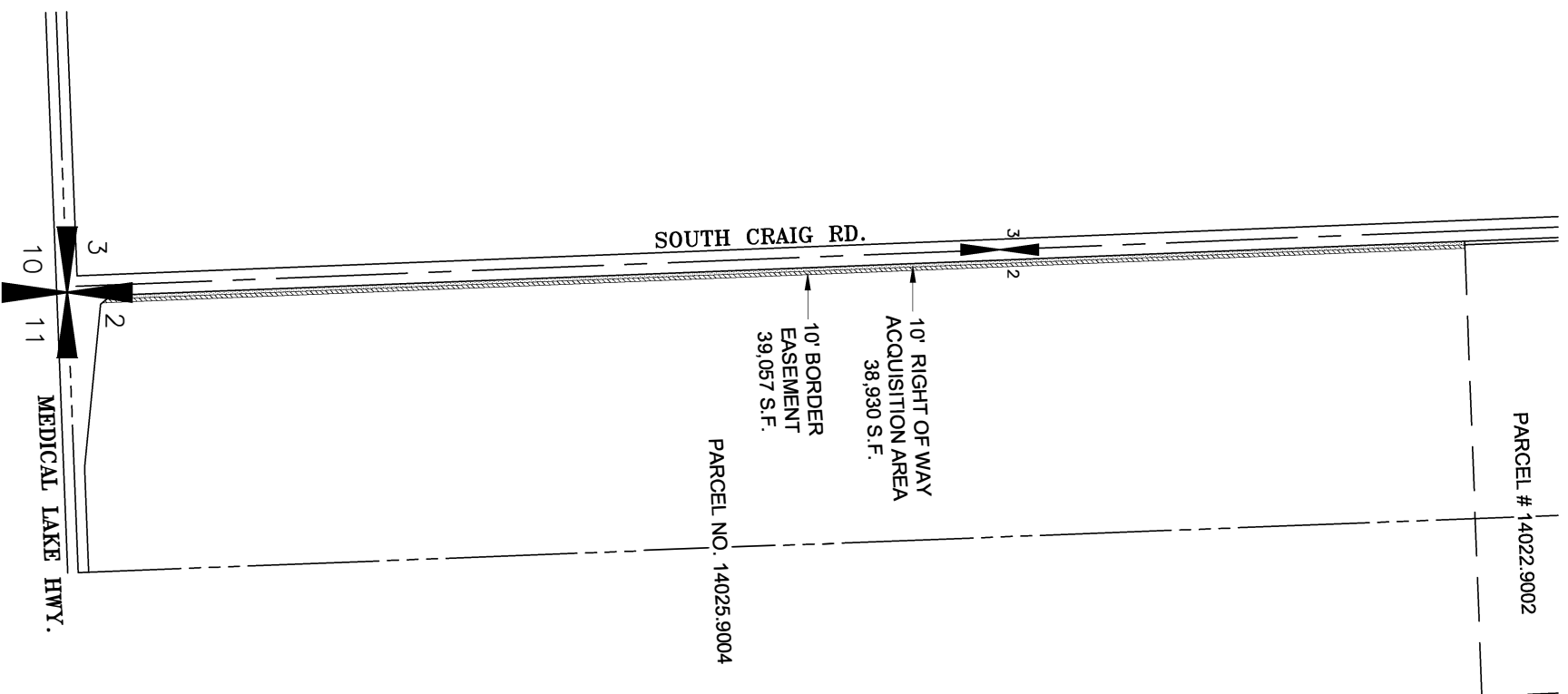
EXHIBIT A-2

DEPICTION OF REAL PROPERTY

SEE ATTACHED.

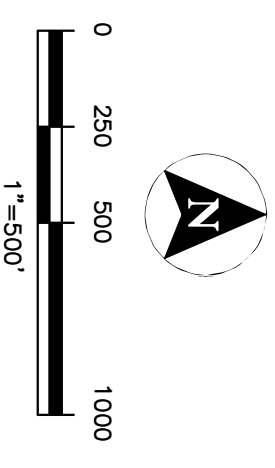
CRAIG ROAD RIGHT OF WAY, BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14025.9004



RIGHT OF WAY ACQUISITION & BORDER EASEMENT

TOTAL - 77,987 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: March 8, 2023

SHEET 1 OF 10

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

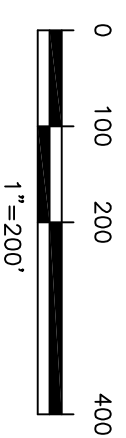


CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.9002



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 37,106 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 2 OF 10

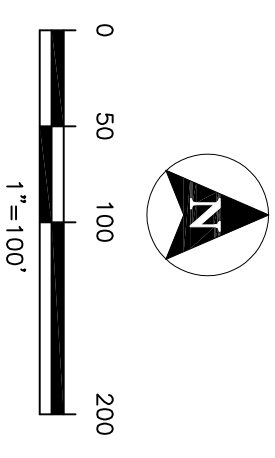
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0601



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 48,649 S.F.



PARCEL # 14022.9002

PARCEL # 14022.0601

PARCEL # 14022.0501

PARCEL # 14022.0401

BORDER EASEMENT
4,919 S.F.

BORDER EASEMENT
5,045 S.F.

RIGHT OF WAY ACQUISITION AREA
38,685 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

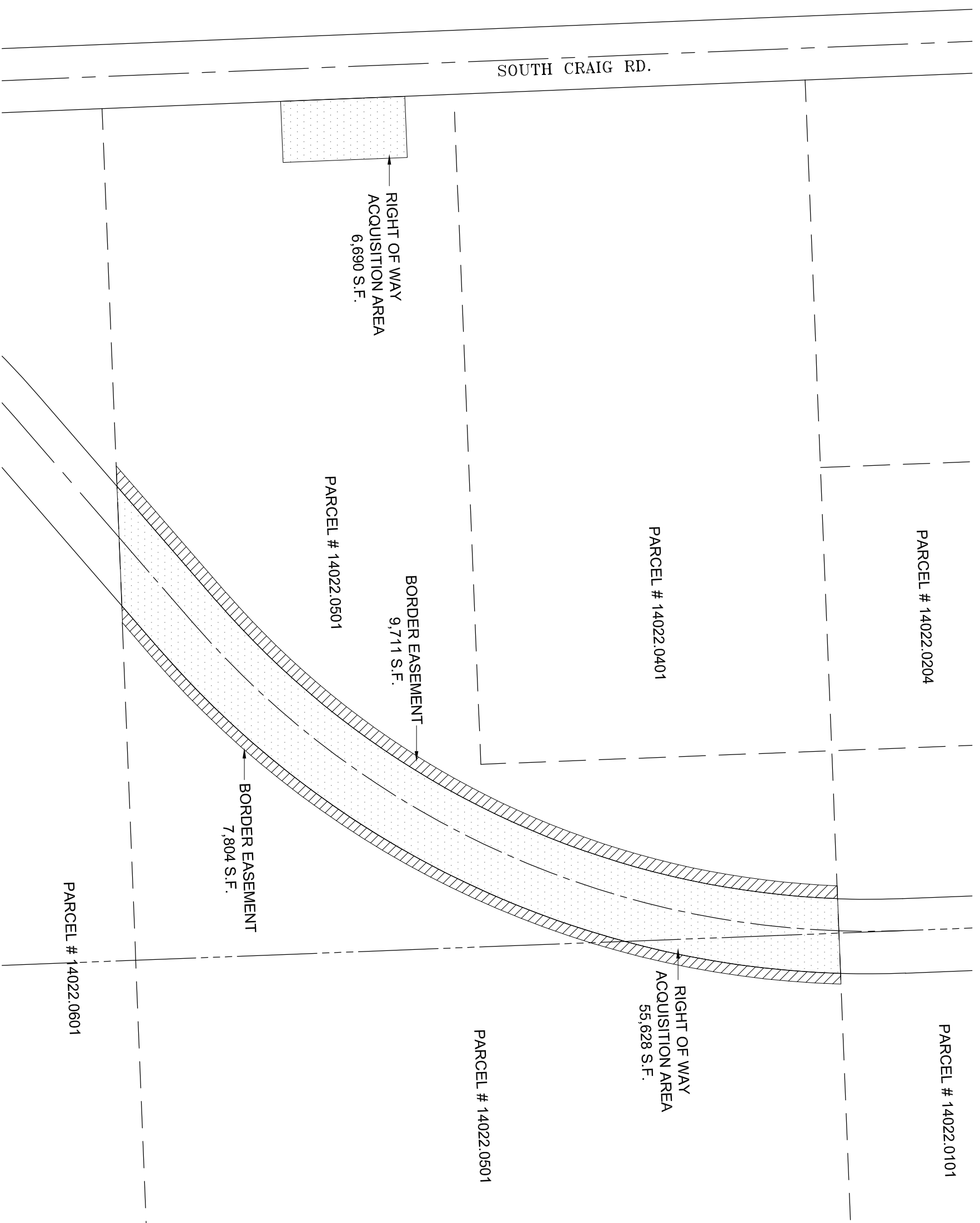
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SHEET 3 OF 10

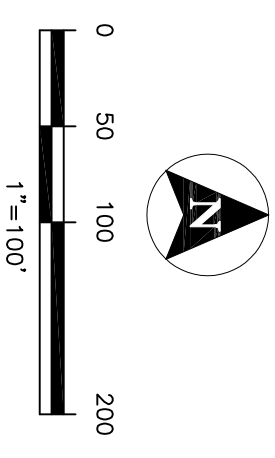
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0501



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 79,833 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

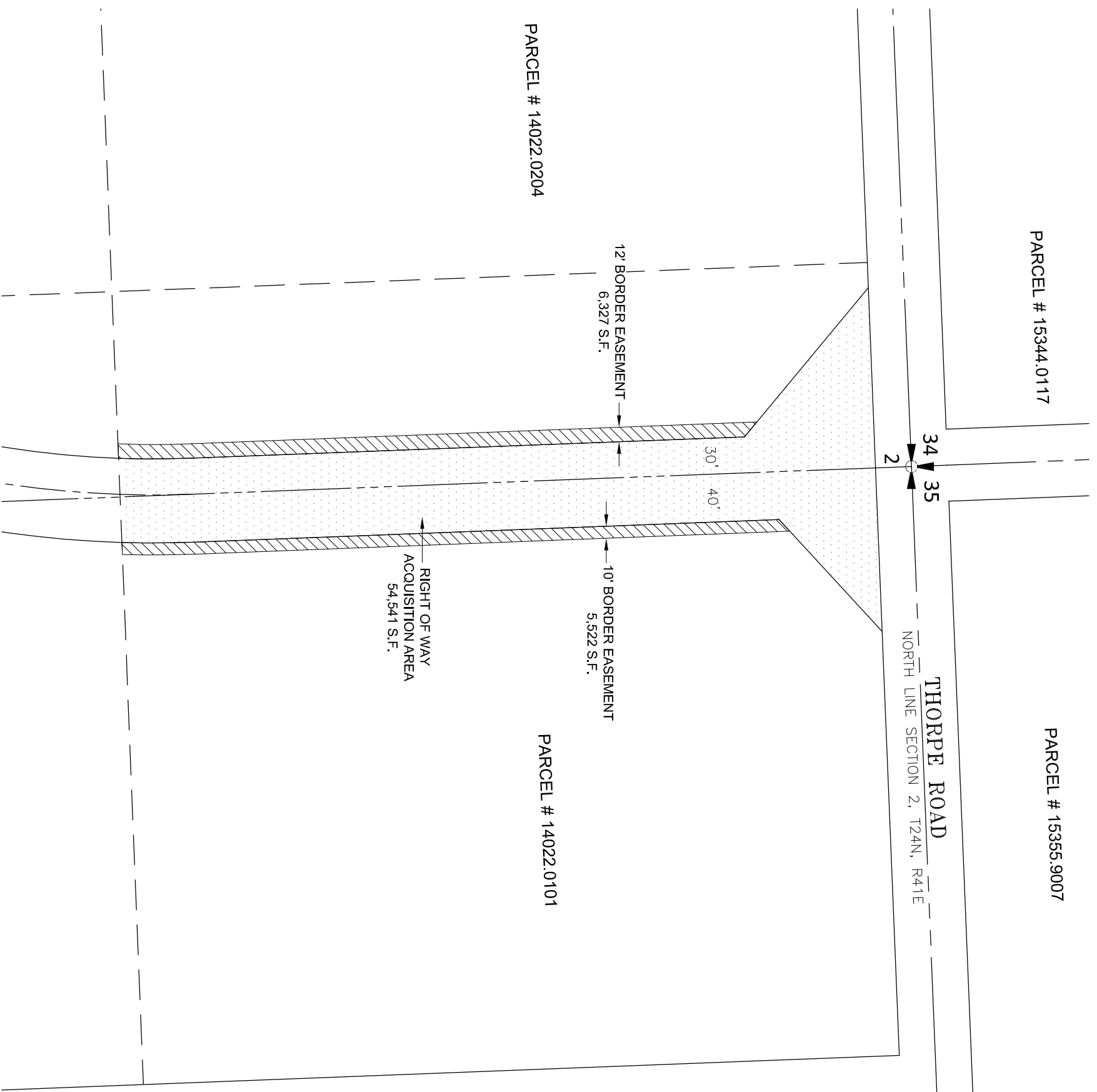
DATE: AUGUST 4, 2022

SHEET 4 OF 10

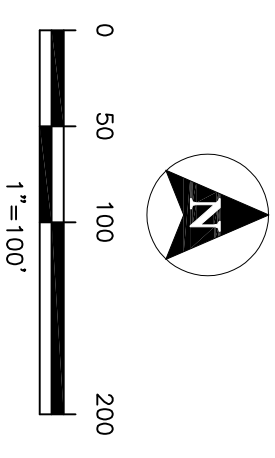
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0101



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 66,390 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

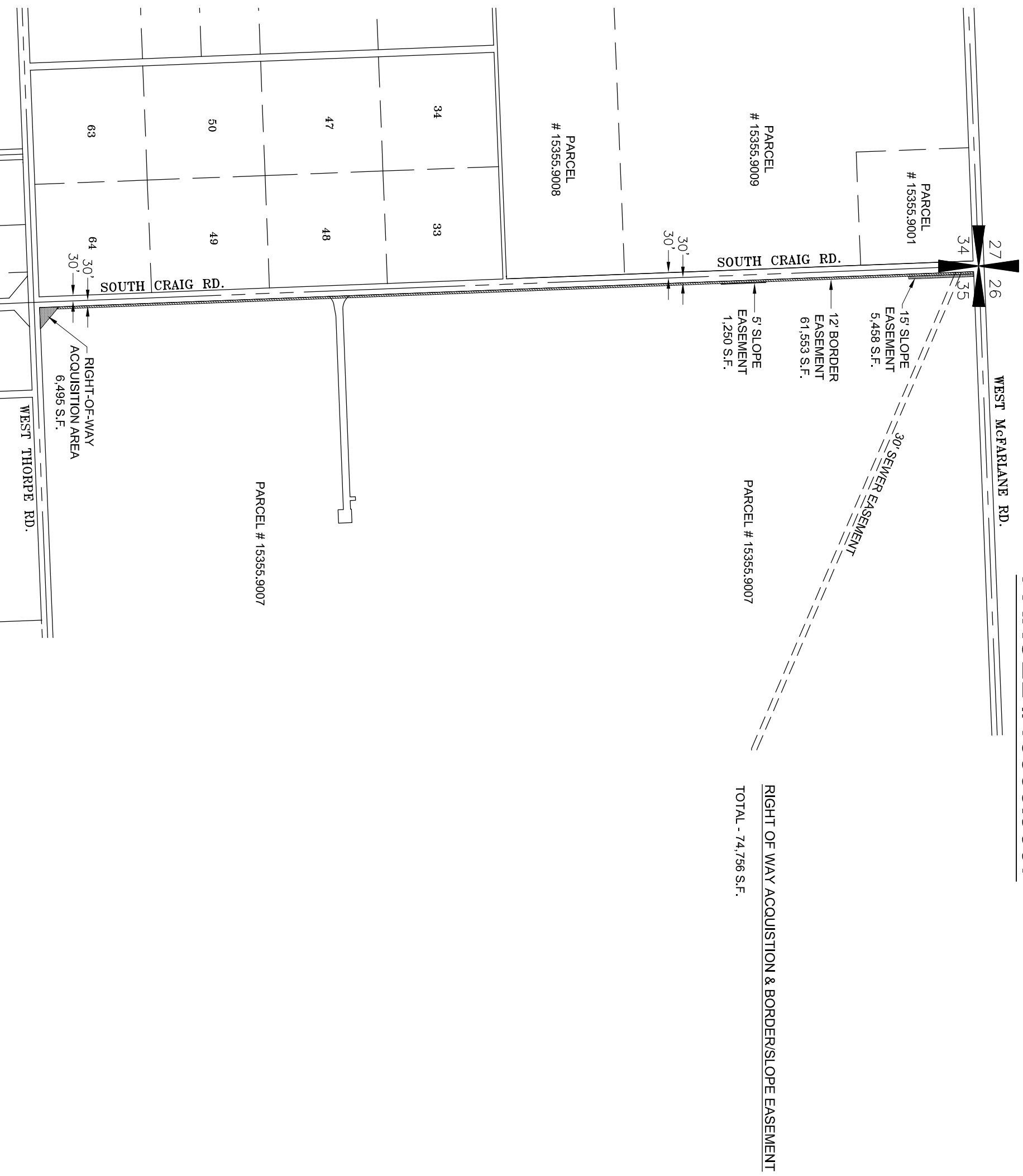
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SHEET 5 OF 10

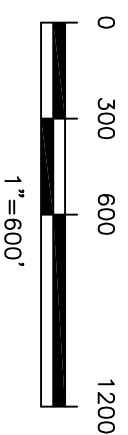
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15355.9007



RIGHT OF WAY ACQUISITION & BORDERSLOPE EASEMENT
TOTAL - 74,756 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 6 OF 10

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

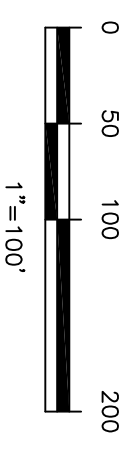
CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9008



BORDER/SLOPE EASEMENT

TOTAL - 8,037 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

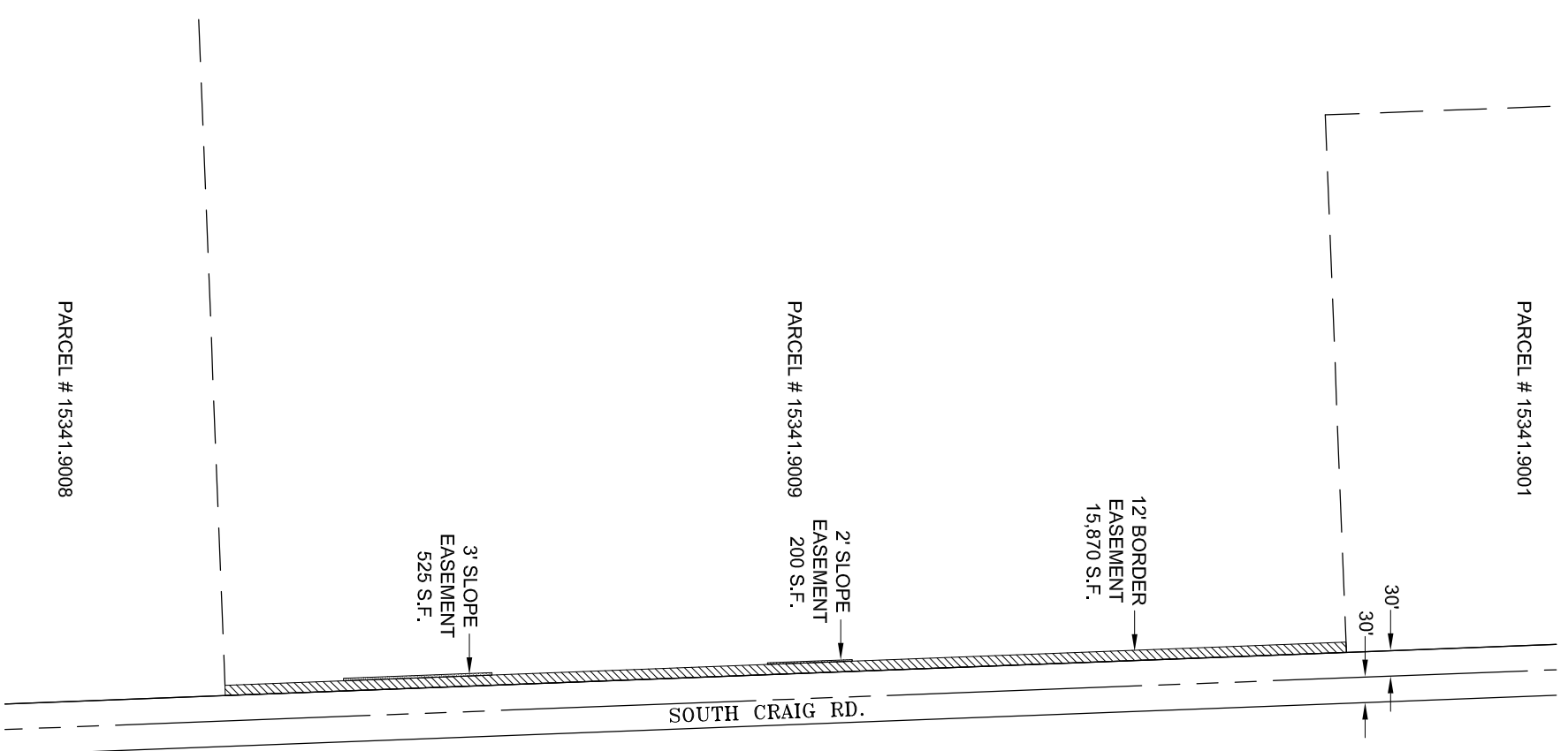
DATE: AUGUST 4, 2022

SHEET 7 OF 10

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

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9009



BORDER/SLOPE EASEMENT
TOTAL - 16,595 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 8 OF 10

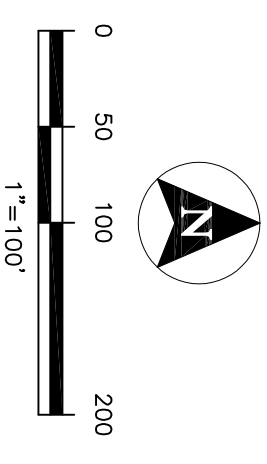
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9001



BORDER/SLOPE EASEMENT
TOTAL - 8,179 S.F.



PARCEL # 15341.9009

PARCEL # 15341.9001

PARCEL # 15341.9007



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 9 OF 10

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

CRAIG ROAD RIGHT OF WAY ACQUISITION, BORDER & SLOPE EASEMENT EXHIBIT
TABLE SUMMARY

| PARCEL NO. | RIGHT OF WAY ACQUISITION | BORDER EASEMENT | SLOPE EASEMENT | TOTAL |
|--------------|--------------------------|---------------------|-------------------|--------------------------------------|
| 14025.9004 | 38,930 S.F. | 39,057 S.F. | N/A | 77,987 S.F. |
| 14022.9002 | 23,747 S.F. | 13,359 S.F. | N/A | 37,106 S.F. |
| 14022.0601 | 38,685 S.F. | 9,964 S.F. | N/A | 48,649 S.F. |
| 14022.0501 | 62,318 S.F. | 17,515 S.F. | N/A | 79,833 S.F. |
| 14022.0101 | 54,541 S.F. | 11,849 S.F. | N/A | 66,390 S.F. |
| 15355.9007 | 6,495 S.F. | 61,553 S.F. | 6,708 S.F. | 74,756 S.F. |
| 15341.9008 | N/A | 7,935 S.F. | 102 S.F. | 8,037 S.F. |
| 15341.9009 | N/A | 15,870 S.F. | 725 S.F. | 16,595 S.F. |
| 15431.9001 | N/A | 7,575 S.F. | 604 S.F. | 8,179 S.F. |
| TOTAL | 224,716 S.F. | 184,677 S.F. | 8,139 S.F. | 417,532 S.F. (9.585 ACS.) |



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 10 OF 10

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

EXHIBIT A-3

LEGAL DESCRIPTION OF REAL PROPERTY

SEE ATTACHED.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14025.9004)
SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THE WEST 10 FEET OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6290480, RECORDS OF SPOKANE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M., ALSO BEING CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 10+00.00;

THENCE NORTH 02°16'21" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 99.90 FEET;

THENCE LEAVING SAID WEST LINE NORTH 87°43'39" EAST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST MARGIN OF SOUTH CRAIG ROAD, BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 10+99.90, AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°16'21" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 2552.46 FEET, TO A POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE CONTINUING ALONG SAID EAST MARGIN NORTH 02°19'24" WEST, A DISTANCE OF 1334.23 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE LEAVING SAID EAST MARGIN NORTH 87°49'36" EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 10.00 FEET, TO A POINT BEING 40.00 FEET EAST OF ENGINEER'S STATION 49+86.54;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.23 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE SOUTH 02°16'21" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 2565.14 FEET, TO A POINT ON THE NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 10+87.21;

THENCE NORTH 40°30'22" WEST, ALONG SAID NORTHEAST MARGIN, A DISTANCE OF 16.16 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT STATE ROUTE 902 RIGHT OF WAY.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 38,930 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.9002)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6658603, SPOKANE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 48.67 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 62+98.48;

THENCE SOUTH 02°19'24" EAST ALONG THE WEST LINE OF SAID PROPERTY AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 1321.36 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 49+86.57;

THENCE LEAVING SAID EAST MARGIN NORTH 87°49'36" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 10.00 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 02°19'24" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 955.82 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 27°12'28", FOR AN ARC DISTANCE OF 379.89 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+41.24;

THENCE SOUTH 87°33'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 98.52 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN SPOKANE COUNTY, STATE OF WASHINGTON.

CONTAINING 23,747 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.0601)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17, SAID CORNER BEING 61.43 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 63+23.96;

THENCE NORTH 02°19'24" WEST, ALONG THE WEST LINE OF SAID LOT 17 AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 95.26 FEET, TO A POINT BEING 107.11 FEET LEFT OF ENGINEER'S STATION 63+99.98;

THENCE LEAVING SAID EAST MARGIN SOUTH 63°36'02" EAST, A DISTANCE OF 77.19 FEET, TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 64+03.22;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 60°53'18" EAST 870.00 FEET, THROUGH A CENTRAL ANGLE OF 20°00'01", FOR AN ARC DISTANCE OF 303.69 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 111.33 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17, SAID POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 68+07.77;

THENCE NORTH 87°44'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 112.14 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 68+95.38;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 198.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 21°46'54", FOR AN ARC DISTANCE OF 304.13 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 17, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+77.11;

THENCE SOUTH 87°33'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 114.78 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 38,685 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREAS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0501)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 70 FEET IN WIDTH, LYING 30 FEET WESTERLY AND LYING 40 FEET EASTERLY OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND **THE TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND **THE TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID RIGHT OF WAY TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

TOGETHER WITH THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 02°19'24" WEST ALONG THE WEST LINE THEREOF AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 167.60 FEET TO A POINT BEING 383.99 FEET LEFT OF ENGINEER'S STATION 66+54.36, AND **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST MARGIN NORTH 02°19'24" WEST, A DISTANCE OF 116.50 FEET, TO A POINT BEING 473.55 FEET LEFT OF ENGINEER'S STATION 67+07.78;

THENCE LEAVING SAID EAST MARGIN NORTH 87°40'36" EAST, A DISTANCE OF 57.43 FEET, TO A POINT BEING 437.75 FEET LEFT OF ENGINEER'S STATION 67+52.67;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH THE SAID EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 116.50 FEET, TO A POINT BEING 346.76 FEET LEFT OF ENGINEER'S STATION 66+84.84;

THENCE SOUTH 87°40'36" WEST, A DISTANCE OF 57.43 FEET TO THE **TRUE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 62,319 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.0101)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE NORTH 87°44'26" EAST, ALONG THE NORTH LINE THEREOF AND THE SOUTH MARGIN OF THORPE ROAD, A DISTANCE OF 21.05 FEET, TO A POINT BEING 150.16 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 82+71.56, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH MARGIN THROUGH THE FOLLOWING 2 COURSES:

1. NORTH 87°44'26" EAST, A DISTANCE OF 150.19 FEET;
2. NORTH 87°40'37" EAST, A DISTANCE OF 136.23 FEET, TO A POINT LYING 136.26 FEET RIGHT OF ENGINEER'S STATION 82+71.96;

THENCE LEAVING SAID SOUTH MARGIN SOUTH 47°16'22" WEST, A DISTANCE OF 126.62 FEET, TO A POINT LYING 40.00 FEET RIGHT OF ENGINEER'S STATION 81+89.70;

THENCE SOUTH 02°12'35" EAST, A DISTANCE OF 487.03 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 880.00 FEET, THROUGH A CENTRAL ANGLE OF 3°57'44", FOR AN ARC DISTANCE OF 60.85 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 76+44.58;

THENCE SOUTH 87°43'30" WEST, ALONG SAID SOUTH LINE OF LOT 5, A DISTANCE OF 70.19 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 76+39.47;

THENCE LEAVING SAID SOUTH LINE OF LOT 5 ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°53'56" WEST 810.00 FEET, THROUGH A CENTRAL ANGLE OF 4°18'39", FOR AN ARC DISTANCE OF 60.94 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH 02°12'35" WEST, A DISTANCE OF 460.88 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 81+63.55;

THENCE NORTH 50°15'30" WEST, A DISTANCE OF 161.57 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 54,541 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THORPE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 83+31.75;

THENCE NORTH 02°12'24" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 108.14 FEET, TO A POINT BEING 30.00 FEET EAST OF ENGINEER'S STATION 84+39.89;

THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 50°16'36" EAST, A DISTANCE OF 161.47 FEET, TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF THORPE ROAD, SAID POINT BEING 150.13 FEET RIGHT OF ENGINEER'S STATION 83+31.99;

THENCE SOUTH 87°40'37" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 120.13 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,496 SQUARE FEET, MORE OR LESS.

EXHIBIT B

FORM OF QUITCLAIM DEED

Filed for Record at Request of and
copy returned to:

Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

| | |
|-----------------------------------|---|
| DOCUMENT TITLE: | QUITCLAIM DEED |
| GRANTOR: | SPOKANE AIRPORT BOARD |
| GRANTEE: | COUNTY OF SPOKANE |
| ABBREVIATED LEGAL DESCRIPTION: | [*] |
| ASSESSOR'S PARCEL NO.: | Portions of: 14025.9004; 14022.9002; 14022.0601; 14022.0501; 14022.0101; 15355.9007; 15341.9008; 15341.9009; and 15341.9001 |

QUITCLAIM 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 ("Grantor"), for and in consideration of Ten Dollars (\$10.00) in hand paid, hereby conveys and quit claims to SPOKANE COUNTY, a political subdivision of the State of Washington ("Grantee"), all of Grantor's right, title and interest in and 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"), under the imminent threat of Grantee's exercise of its rights of Eminent Domain.

TO HAVE AND TO HOLD the same, unto the said Spokane County for the purposes of a public road forever.

Grantor's donation of portions of parcel numbers 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009; and 15341.9001 to Grantee, is made voluntarily and with full knowledge of Grantor's entitlement to receive just compensation therefore. Grantor hereby waives Grantee's requirement of obtaining an appraisal for the Property, if required.

DATED effective the ____ day of _____, 20__.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
QUITCLAIM DEED

GRANTOR:

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 _____, 20__, 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
Quitclaim Deed
Legal Description of Property

[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: | SPOKANE COUNTY |
| GRANTEE: | SPOKANE AIRPORT BOARD |
| ABBREVIATED LEGAL DESCRIPTION: | [*] |
| ASSESSOR'S PARCEL NO.: | [*] |

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by SPOKANE COUNTY, a political subdivision of the State of Washington ("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: Two Hundred Twenty Four Thousand Seven Hundred Eighteen (224,718) square feet of real property, all of which is approximately 5.1588 acres generally located near, abutting or adjacent to South Craig Road, south of West McFarlane Road, and north of West Medical Lake Road (Highway 902) in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (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 (collectively, 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 here in 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]

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D

FORM OF BORDER EASEMENT(S)

SEE ATTACHED.

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 & SW1/4 of Section 5, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14025.9004

CRP 3284 – Craig Road Project – Map No. 1

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for 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 and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14025.9004

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would

Border Easement
Page 1 of 4

CRP 3284 – Map No. 1

obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 14025.9004, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss. _____
County of Spokane)

This record was acknowledged before me on _____ by _____
as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of
Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT “A”
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 1-Spokane Airport Board-14025.9004\Border Easement-With
Donation Language.docx

Border Easement
Page 4 of 4

Exhibit “A”
Legal Description

CRP 3284 – Map No. 1

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 14025.9004)
SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE EAST 10 FEET OF THE WEST 20 FEET OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6290480, RECORDS OF SPOKANE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M., ALSO BEING CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 10+00.00;

THENCE NORTH 02°16'21" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 87.21 FEET;

THENCE LEAVING SAID WEST LINE NORTH 87°43'39" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 10+87.21, AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°16'21" WEST, PARALLEL TO SAID WEST LINE OF SECTION 2, A DISTANCE OF 2565.14 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE NORTH 02°19'24" WEST, PARALLEL TO SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.23 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 87°49'36" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 49+86.51;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.21 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE SOUTH 02°16'21" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 2577.83 FEET, TO A POINT ON SAID NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 10+74.52;

THENCE NORTH 40°30'22" WEST, ALONG SAID NORTHEAST MARGIN, A DISTANCE OF 16.16 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT STATE ROUTE 902 RIGHT OF WAY.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

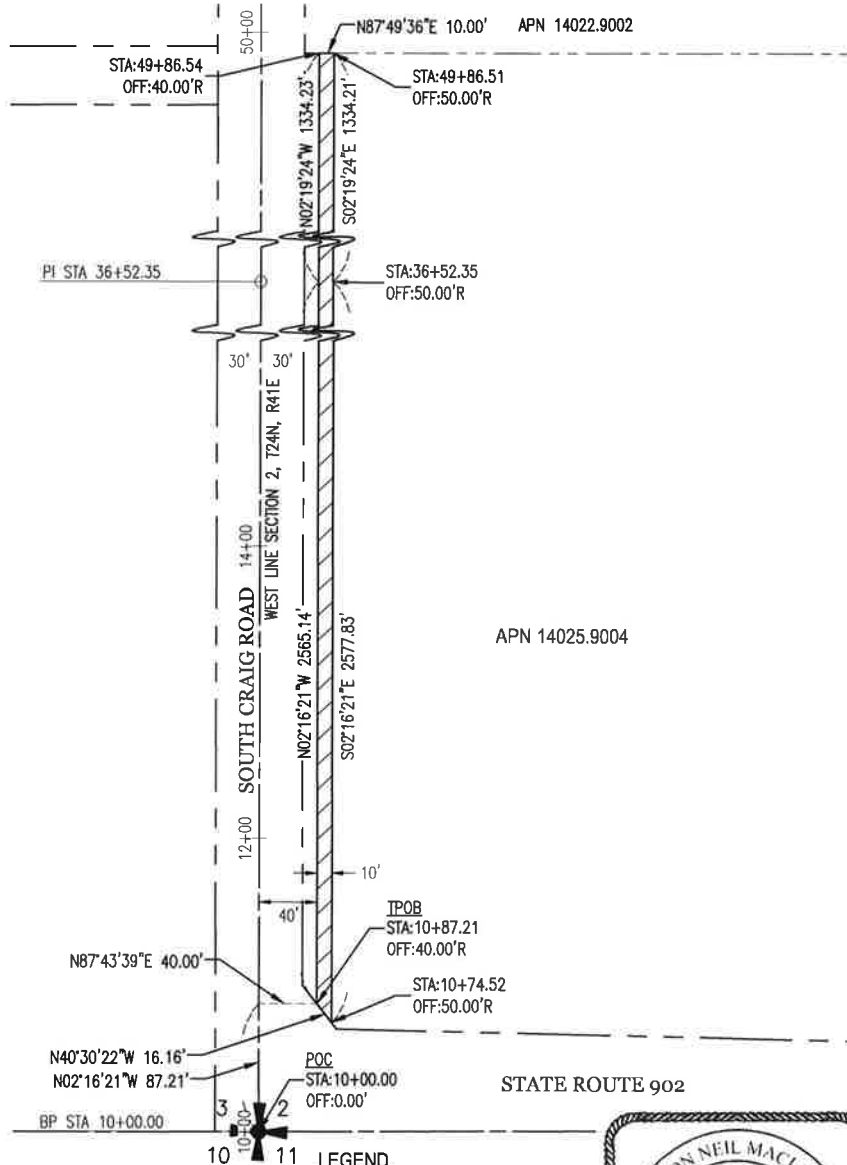
CONTAINING 39,057 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT


SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.

SPOKANE COUNTY, WASHINGTON



APN 14025.9004

STATE ROUTE 902

| | |
|---|--------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | BORDER EASEMENT LINE |
| --- | BORDER EASEMENT ALIGNMENT LINE |
| --- | PARCEL LINE |
| --- | SECTION LINE |
|  | BORDER EASEMENT AREA |



3/26/2022

Parametrix



1 INCH = 100 FEET
0 50 100

AREA TABLE
BORDER EASEMENT = 39,057 SQ. FT

EXHIBIT B
EASEMENT EXHIBIT
APN 14025.9004

DATE: Mar 26, 2022 SHEET 1 OF 1

FILE: ACQ-14025-9004

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.9002

CRP 3284 – Craig Road Project – Map No. 3

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for 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 and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of Portion of 14022.9002

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20____.

Our donation of parcel number 14022.9002, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by
_____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of
Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 4-Spokane Airport Board-14022.0601\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 3

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 14022.9002)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 10-FOOT WIDE EASEMENT THROUGH THAT PORTION OF PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6658603, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 48.67 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 62+98.48;

THENCE NORTH 87°33'32" EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 98.52 FEET, TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+41.24, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 65°06'57" EAST 800.00 FEET, THROUGH A CENTRAL ANGLE OF 27°12'28", FOR AN ARC DISTANCE OF 379.89 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 955.82 FEET, TO A POINT ON THE SOUTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 87°49'36" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 49+86.51;

THENCE NORTH 02°19'24" WEST, PARALLEL WITH SAID NORTHWEST QUARTER, A DISTANCE OF 955.85 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 27°34'59", FOR AN ARC DISTANCE OF 380.32 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 63+46.75;

THENCE SOUTH 87°33'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 11.28 FEET TO THE **TRUE POINT OF BEGINNING**.

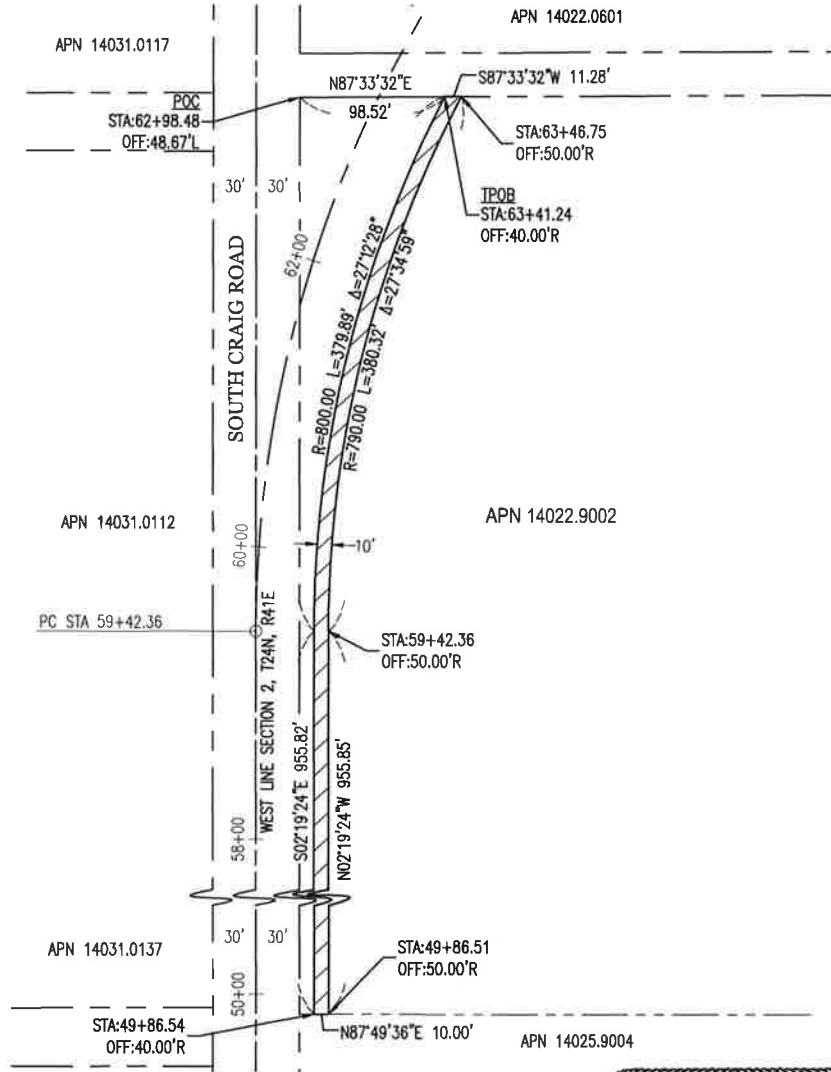
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 13,359 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT

NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



| <u>LEGEND</u> | |
|---------------|--------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | BORDER EASEMENT LINE |
| --- | BORDER EASEMENT ALIGNMENT LINE |
| --- | PROPERTY LINE |
| --- | SECTION LINE |
| | BORDER EASEMENT AREA |



3/26/2022

| | | |
|--------------------------|--|--|
| <p>1 INCH = 100 FEET</p> | AREA TABLE BORDER EASEMENT = 13,359 SQ. FT | EXHIBIT B EASEMENT EXHIBIT APN 14022.9002 |
| | DATE: Mar 26, 2022 | SHEET 1 OF 1 |
| FILE: ACQ-14022-9002 | | |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0601

CRP 3284 – Craig Road Project – Map No. 4

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for 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 and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0601

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 14022.0601, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____
Name: _____
Title: _____
Date _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by
_____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of
Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 4-Spokane Airport Board-14022.0601\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 4

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0601)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 17, THENCE NORTH 87°44'13" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 335.47 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 67+92.75, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 87°44'13" EAST, A DISTANCE OF 19.22 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 68+07.77;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 111.33 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 870.00 FEET, THROUGH A CENTRAL ANGLE OF 20°00'01", FOR AN ARC DISTANCE OF 303.69 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 64+03.22;

THENCE NORTH 63°36'02" WEST, A DISTANCE OF 12.01 FEET, TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 42.00 FEET LEFT OF ENGINEER'S STATION 64+02.68;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 60°55'31" EAST 882.00 FEET, THROUGH A CENTRAL ANGLE OF 20°02'14", FOR AN ARC DISTANCE OF 308.45 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 96.31 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 4,918 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 10-FOOT WIDE EASEMENT THROUGH THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 17, THENCE NORTH 87°33'32" EAST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 114.78 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 63+77.11, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 62°40'10" EAST 800.00 FEET, THROUGH A CENTRAL ANGLE OF 21°46'54", FOR AN ARC DISTANCE OF 304.13 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 198.94 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 17, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 68+95.38;

THENCE NORTH 87°44'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 16.02 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 69+07.89;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 211.45 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 21°21'57", FOR AN ARC DISTANCE OF 294.59 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 17, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 63+83.20;

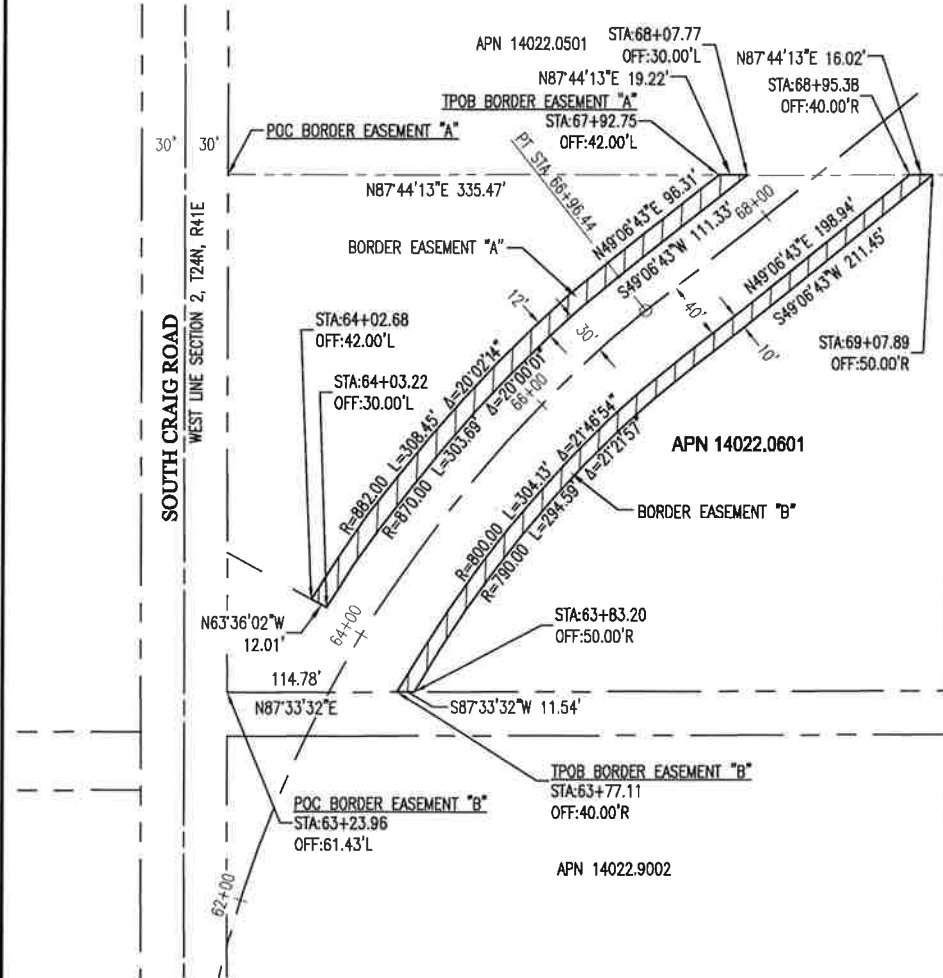
THENCE SOUTH 87°33'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 11.54 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 5,045 SQUARE FEET, MORE OR LESS.


EXHIBIT B


BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON




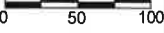
SOUTH CRAIG ROAD
WEST LINE SECTION 2, T24N, R41E

LEGEND

| | |
|---|--------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | EXISTING RIGHT OF WAY LINE |
| --- | PROPOSED RIGHT OF WAY LINE |
| --- | BORDER EASEMENT LINE |
| --- | BORDER EASEMENT ALIGNMENT LINE |
| --- | PROPERTY LINE |
| --- | SECTION LINE |
|  | BORDER EASEMENT AREA |



04/29/2022

| | | |
|---|---|---|
| <p>Parametrix</p>  <p>1 INCH = 100 FEET</p>  | <p>AREA TABLE</p> <p>BORDER EASEMENT "A" = 4,918 SQ. FT</p> <p>BORDER EASEMENT "B" = 5,045 SQ. FT.</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 14022.0601</p> |
| <p>DATE: Apr 29, 2022</p> <p>FILE: 4-14022-0601</p> | | <p>SHEET 1 OF 1</p> |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0501

CRP 3284 – Craig Road Project – Map No. 5

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for 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 and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0501

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20____.

Our donation of parcel number 14022.0501, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 5-Spokane Airport Board-14022.0501\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 5

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0501)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT BEING THE WESTERLY 12 FEET OF THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 42 FEET IN WIDTH, LYING WESTERLY OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 9,711 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 10-FOOT WIDE EASEMENT BEING THE EASTERLY 10 FEET OF THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 50 FEET IN WIDTH, LYING EASTERLY OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

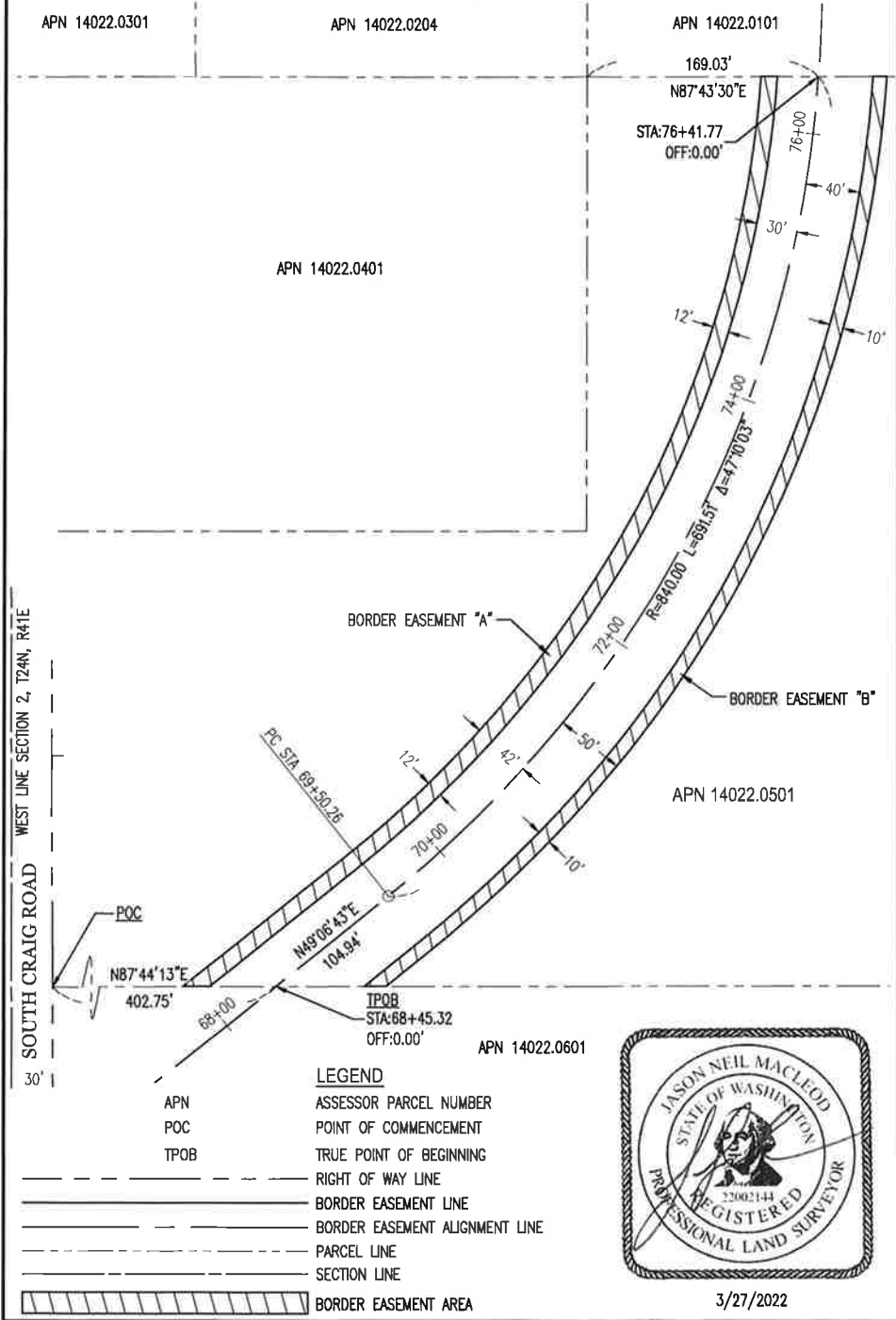
THE SIDE LINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,805 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



- LEGEND**
- APN ASSESSOR PARCEL NUMBER
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING
 - RIGHT OF WAY LINE
 - BORDER EASEMENT LINE
 - BORDER EASEMENT ALIGNMENT LINE
 - PARCEL LINE
 - SECTION LINE
 - ▨ BORDER EASEMENT AREA



3/27/2022

| | | |
|--|---|---|
| <p>1 INCH = 100 FEET</p> <p>0 50 100</p> | <p>AREA TABLE</p> <p>BORDER EASEMENT "A" = 9,711 SQ. FT</p> <p>BORDER EASEMENT "B" = 7,805 SQ. FT.</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 14022.0501</p> |
| | <p>DATE: Mar 27, 2022</p> <p>FILE: ACQ-14022-0501</p> | |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0101

CRP 3284 – Craig Road Project – Map No. 6

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for 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 and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0101

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 14022.0101, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____
_____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of
Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 6-Spokane Airport Board-14022.0101\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 6

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTION OF ASSESSOR PARCEL NO. 14022.0101)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 87°43'30" EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 126.90 FEET, TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 76+38.50, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°49'58" WEST 798.00 FEET, THROUGH A CENTRAL ANGLE OF 4°22'36", FOR AN ARC DISTANCE OF 60.96 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH 02°12'35" WEST, A DISTANCE OF 471.66 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 81+74.33;

THENCE SOUTH 50°15'30" EAST, A DISTANCE OF 16.14 FEET, TO A POINT BEING 30.00 LEFT OF ENGINEER'S STATION 81+63.55;

THENCE SOUTH 02°12'35" EAST, A DISTANCE OF 460.88 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 810.00 FEET, THROUGH A CENTRAL ANGLE OF 4°18'39", FOR AN ARC DISTANCE OF 60.94 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 76+39.47;

THENCE SOUTH 87°43'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 12.04 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,327 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 87°43'30" EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 209.13 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 76+44.58, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 88°14'51" WEST 880.00 FEET, THROUGH A CENTRAL ANGLE OF 3°57'44", FOR AN ARC DISTANCE OF 60.85 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH 02°12'35" WEST, A DISTANCE OF 487.03 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 81+89.70;

THENCE NORTH 47°16'22" EAST, A DISTANCE OF 13.15 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 81+98.24;

THENCE SOUTH 02°12'35" EAST, A DISTANCE OF 495.57 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 890.00 FEET, THROUGH A CENTRAL ANGLE OF 3°55'00", AN ARC DISTANCE OF 60.84 FEET, TO A POINT ON SAID SOUTH LINE OF LOT 5, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 76+45.25;

THENCE SOUTH 87°43'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.02 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

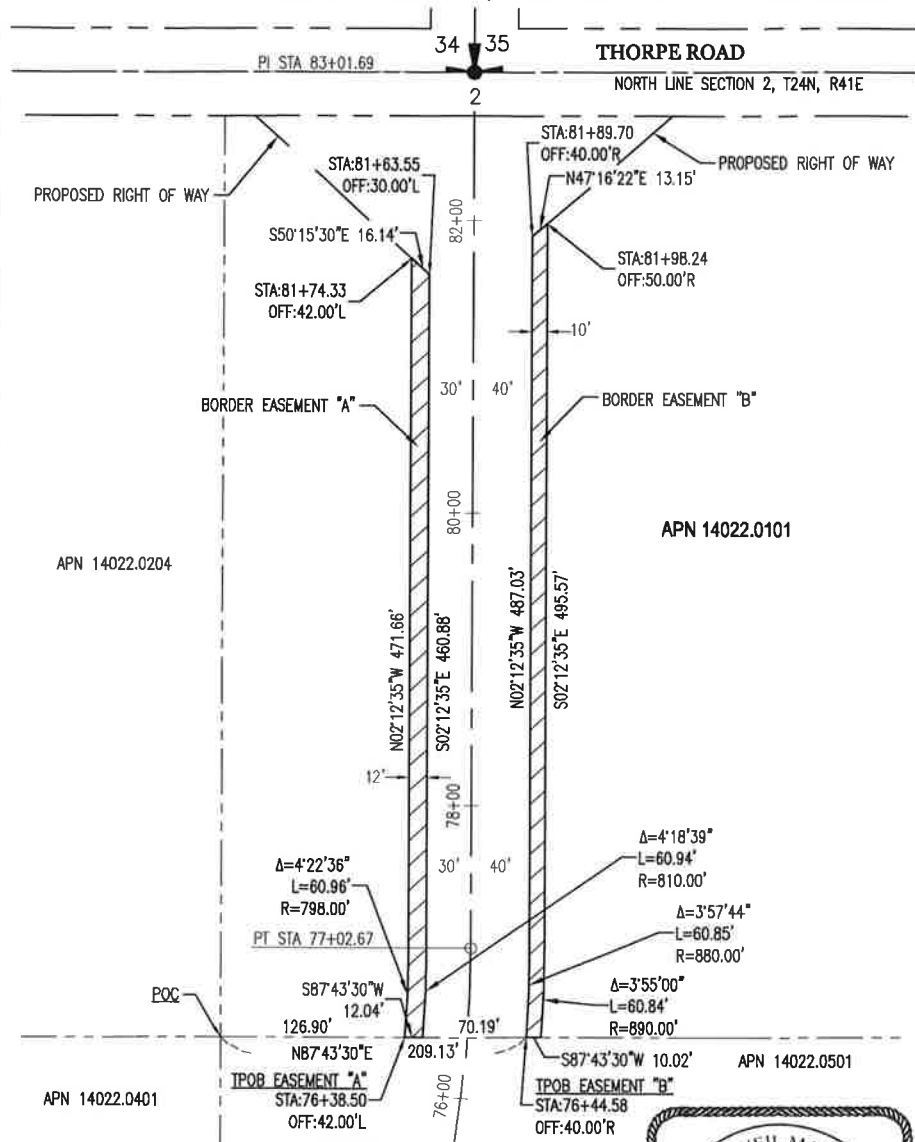
CONTAINING 5,521 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON

APN 15344.0117

APN 15355.9007



- LEGEND**
- APN ASSESSOR PARCEL NUMBER
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING
 - RIGHT OF WAY LINE
 - BORDER EASEMENT LINE
 - BORDER EASEMENT ALIGNMENT LINE
 - SECTION LINE
 - PARCEL LINE
 - ▨ BORDER EASEMENT AREA



Parametrix

1 INCH = 100 FEET

| AREA TABLE | |
|---------------------|-----------------|
| BORDER EASEMENT "A" | = 6,327 SQ. FT |
| BORDER EASEMENT "B" | = 5,521 SQ. FT. |

EXHIBIT B
EASEMENT EXHIBIT
APN 14022.0101

DATE: Apr 29, 2022
FILE: 6-14022-0101

SHEET 1 OF 1

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): The City of Spokane and County of Spokane
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 & SE1/4 of Section 35, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 6
Assessor's Tax Parcel No(s): Portion of 15355.9007

CRP 3284 – Craig Road Project – Map No. 8

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane, a municipal corporation and County of Spokane, a Political subdivision of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15355.9007

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

Spokane County shall indemnify, defend and hold harmless Grantors, its officers and employees, successors and assigns from all claims, demands, or suits in law or equity arising from the Grantee's intentional or negligent acts or inactions or breach of its obligations under this Agreement. Grantee's duty to indemnify shall not apply to loss or liability caused by the willful misconduct or negligent acts of Grantors, its officers and employees, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15355.9007, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

THE CITY OF SPOKANE

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of THE CITY OF SPOKANE.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

Our donation of parcel number 15355.9007, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

COUNTY OF SPOKANE

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by
_____ as _____
of the COUNTY OF SPOKANE.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 8-Spokane Airport Board-15355.9007\Border Easement.docx

Border Easement
Page 5 of 5

Exhibit "A"
Legal Description

CRP 3284 – Map No. 8

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 5123.98 FEET, TO A POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 84+39.89;

THENCE LEAVING SAID EAST RIGHT OF WAY SOUTH 50°16'36" EAST, A DISTANCE OF 16.13 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 84+29.12;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 5134.76 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87;

THENCE SOUTH 87°48'20" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

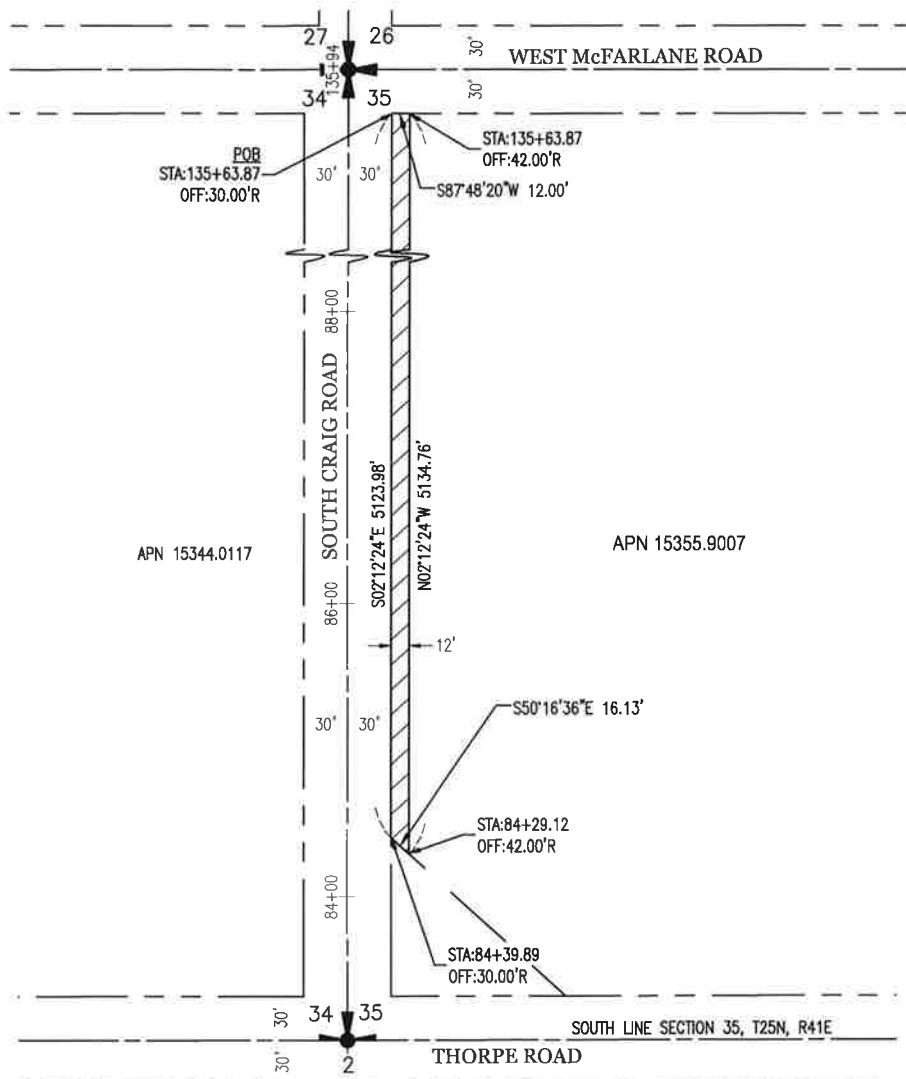
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 61,552 SQUARE FEET, MORE OR LESS.


EXHIBIT B

BORDER EASEMENT EXHIBIT



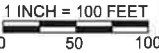
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



| | | |
|-----|--------------------------------|----------------|
| | LEGEND | APN 14022.0101 |
| APN | ASSESSOR PARCEL NUMBER | |
| POB | POINT OF BEGINNING | |
| | EXISTING RIGHT OF WAY LINE | |
| | PROPOSED RIGHT OF WAY LINE | |
| | BORDER EASEMENT LINE | |
| | BORDER EASEMENT ALIGNMENT LINE | |
| | SECTION LINE | |
| | PARCEL LINE | |
| | BORDER EASEMENT AREA | |



03/27/2022

| | | |
|---|--|--|
|    | AREA TABLE BORDER EASEMENT = 61,552 SQ. FT | EXHIBIT EASEMENT EXHIBIT APN 15355.9007 |
| DATE: Mar 27, 2022 | | SHEET 1 OF 1 |
| FILE: ACQ-15355-9007 | | |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9008

CRP 3284 – Craig Road Project – Map No. 9

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of Portion of 15341.9008

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created

Border Easement
Page 1 of 4

CRP 3284 – Map No. 9

by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9008, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 9-Spokane Airport Board-15341.9008\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 9

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9008)
SECTION 34 TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

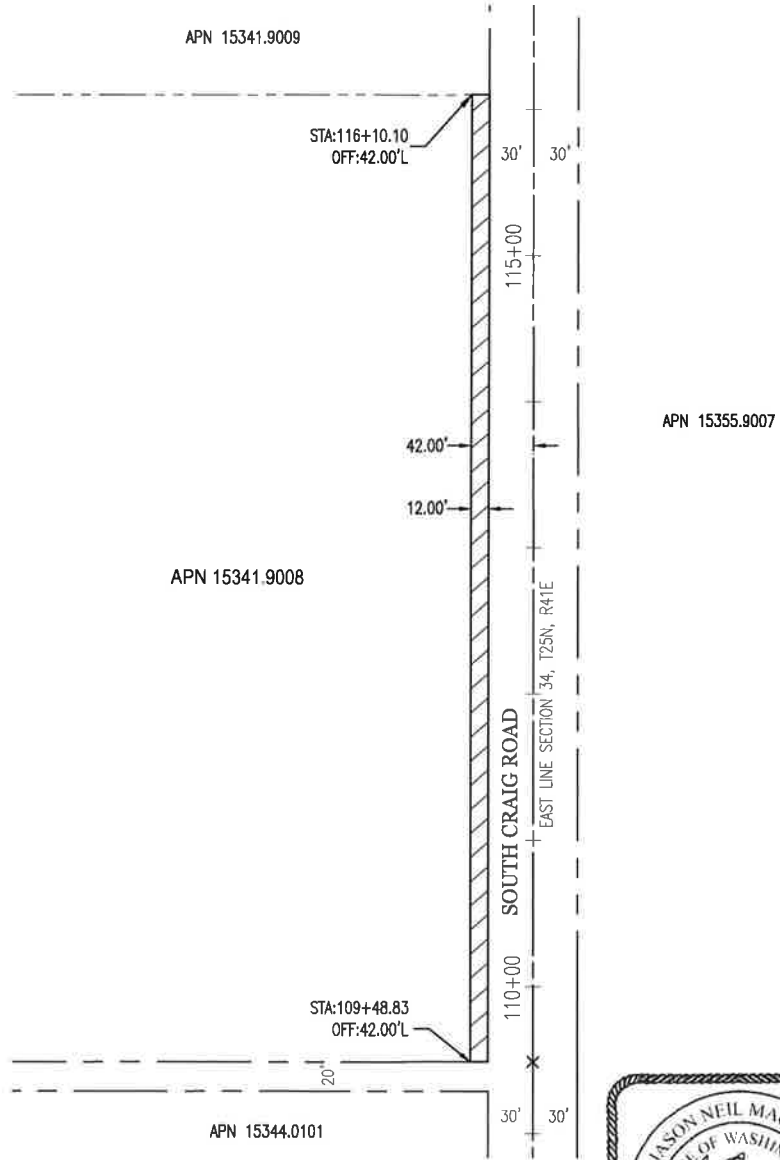
THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.

THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 109+48.83 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 116+10.10.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,935 SQUARE FEET, MORE OR LESS.

EXHIBIT B
BORDER EASEMENT EXHIBIT
NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



| <u>LEGEND</u> | |
|---------------|-------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| ----- | RIGHT OF WAY LINE |
| ----- | SECTION LINE |
| ----- | RIGHT OF WAY ACQUISITION LINE |
| ----- | PARCEL LINE |
| | RIGHT OF WAY ACQUISITION AREA |



03/27/2022

| | | |
|--|---|--|
| Parametrix 1 INCH = 100 FEET 0 50 100 | AREA TABLE BORDER EASEMENT = 7,935 SQ. FT | EXHIBIT B EASEMENT EXHIBIT APN 15341.9008 |
| | DATE: Mar 27, 2022 FILE: 9-15341-9008 | SHEET 1 OF 1 |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9009

CRP 3284 – Craig Road Project – Map No. 10

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9009

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created

Border Easement
Page 1 of 4

CRP 3284 – Map No. 10

by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20____.

Our donation of parcel number 15341.9009, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____ Date _____
 Name: _____
 Title: _____

STATE OF WASHINGTON)
) ss.
 County of Spokane)

This record was acknowledged before me on _____ by
 _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of
 Spokane.

 Name: _____
 Notary Public in and for the State of Washington
 Residing in _____
 My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 10-Spokane Airport Board-15341.9009\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 10

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9009)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;

EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

ALSO EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34;

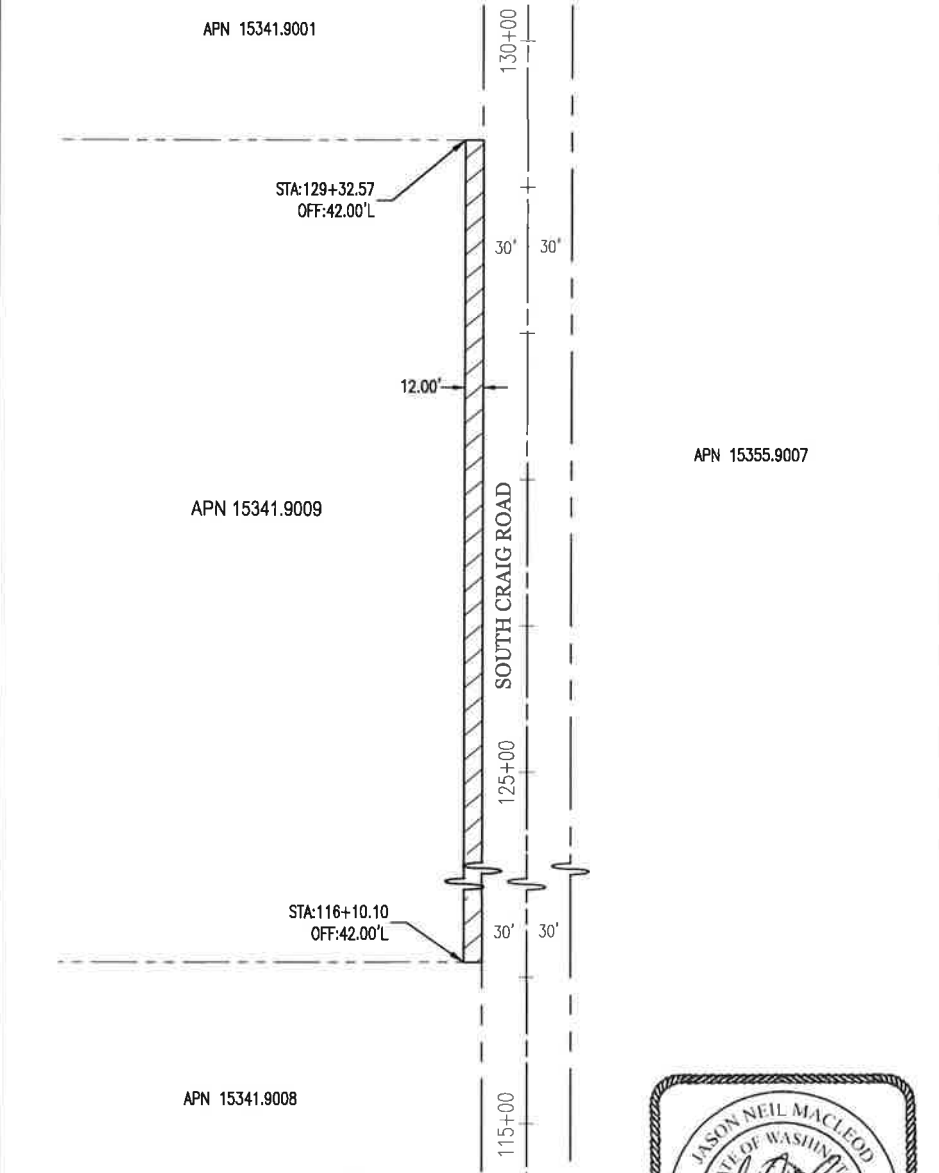
THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 116+10.10 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 129+32.57.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 15,870 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



03/28/2022

| <u>LEGEND</u> | |
|---------------|------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| ----- | RIGHT OF WAY LINE |
| ----- | SECTION LINE |
| ----- | BORDER EASEMENT LINE |
| ----- | PARCEL LINE |
| [Hatched Box] | BORDER EASEMENT AREA |

Parametrix

1 INCH = 100 FEET

AREA TABLE
BORDER EASEMENT = 15,870 SQ. FT

EXHIBIT B
EASEMENT EXHIBIT
APN 15341.9009

DATE: Mar 29, 2022
FILE: 10-15341-9009

SHEET 1 OF 1

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9001

CRP 3284 – Craig Road Project – Map No. 11

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane and Spokane County, for Spokane Airport, by and through its Airport Board, a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9001

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9001, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County's requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
County of Spokane) ss.
County of Spokane)

This record was acknowledged before me on _____ by
_____ as _____
of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 11-Spokane Airport Board-15241.9001\Border Easement.docx

Border Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 11

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9001)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;

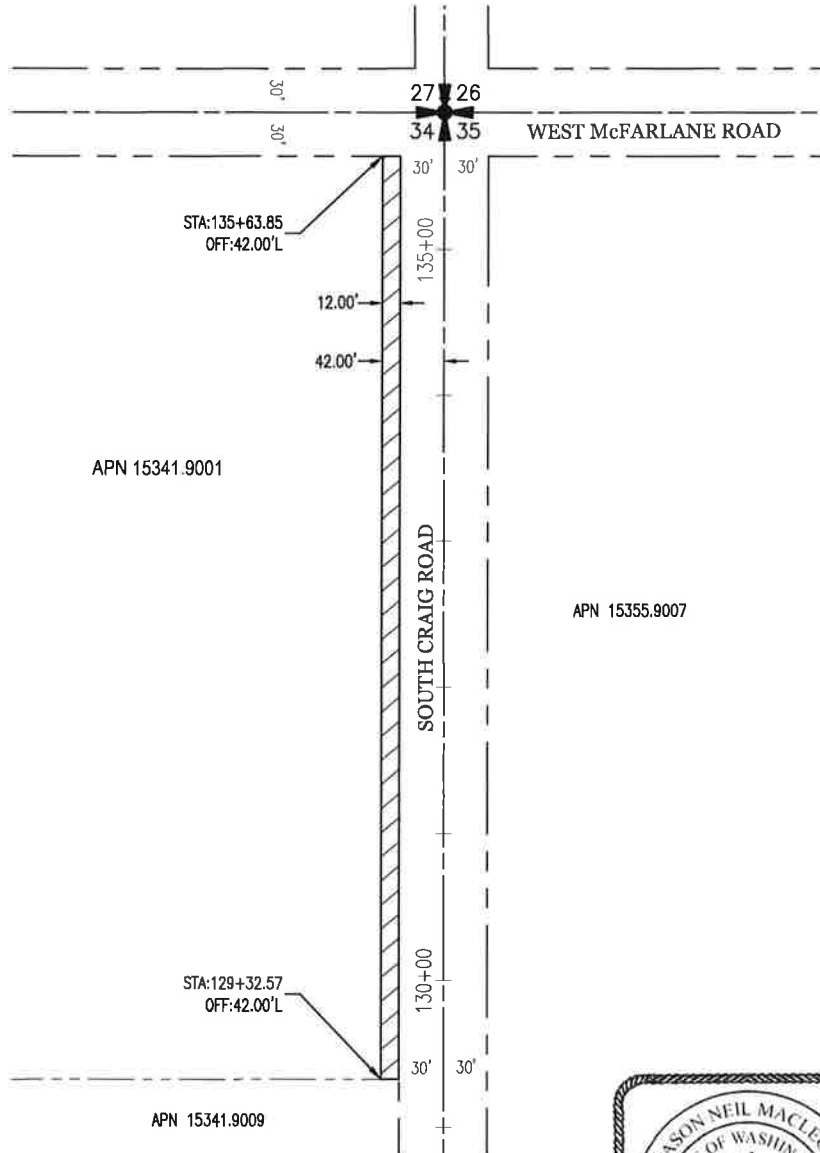
EXCEPT MCFARLANE ROAD;


THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 129+32.57 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 135+63.85.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,575 SQUARE FEET, MORE OR LESS.

EXHIBIT B
BORDER EASEMENT EXHIBIT
NORTHEAST QUARTER SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



| <u>LEGEND</u> | |
|---|------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| --- | RIGHT OF WAY LINE |
| --- | SECTION LINE |
| --- | BORDER EASEMENT LINE |
| --- | PARCEL LINE |
|  | BORDER EASEMENT AREA |



03/31/2022



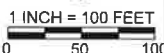
| | | |
|--|---|--|
|   1 INCH = 100 FEET  | AREA TABLE BORDER EASEMENT = 7,575 SQ. FT | EXHIBIT B EASEMENT EXHIBIT APN 15341.9001 |
| | DATE: Mar 31, 2022 FILE: 11-15341-9001 | SHEET 1 OF 1 |

EXHIBIT E

FORM OF SLOPE EASEMENT(S)

SEE ATTACHED.

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): The City of Spokane and County of Spokane
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 & SE1/4 of Section 35, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 6
Assessor's Tax Parcel No(s): Portion of 15355.9007

CRP 3284 – Craig Road Project – Map No. 8

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane, a municipal corporation and County of Spokane, a Political subdivision of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15355.9007

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe

Slope Easement
Page 1 of 5

CRP 3284 – Map No. 8

and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15355.9007, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

THE CITY OF SPOKANE

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____
as _____

of THE CITY OF SPOKANE.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 8-Spokane Airport Board-15355.9007\Slope Easement.docx

Slope Easement
Page 5 of 5

Exhibit "A"
Legal Description

CRP 3284 – Map No. 8

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 5-FOOT WIDE EASEMENT THROUGH THAT PORTION OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 1163.87 FEET, TO A POINT BEING 30 FEET RIGHT OF ENGINEER'S STATION 124+00.00;

THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°47'36" EAST, A DISTANCE OF 12.00 FEET TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 124+00.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 87°47'36" EAST, A DISTANCE OF 5.00 FEET, TO A POINT BEING 47.00 FEET RIGHT OF ENGINEER'S STATION 124+00.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 250.00 FEET, TO A POINT BEING 47.00 FEET RIGHT OF ENGINEER'S STATION 121+50.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 5.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 121+50.00;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A 15-FOOT WIDE EASEMENT THROUGH A PORTION OF SAID SECTION 35 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE NORTH 87°48'20" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD, A DISTANCE OF 12.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°48'20" EAST, A DISTANCE OF 15.00 FEET, TO A POINT BEING 57.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 363.87 FEET, TO A POINT BEING 57.00 FEET RIGHT OF ENGINEER'S STATION 132+00.00;

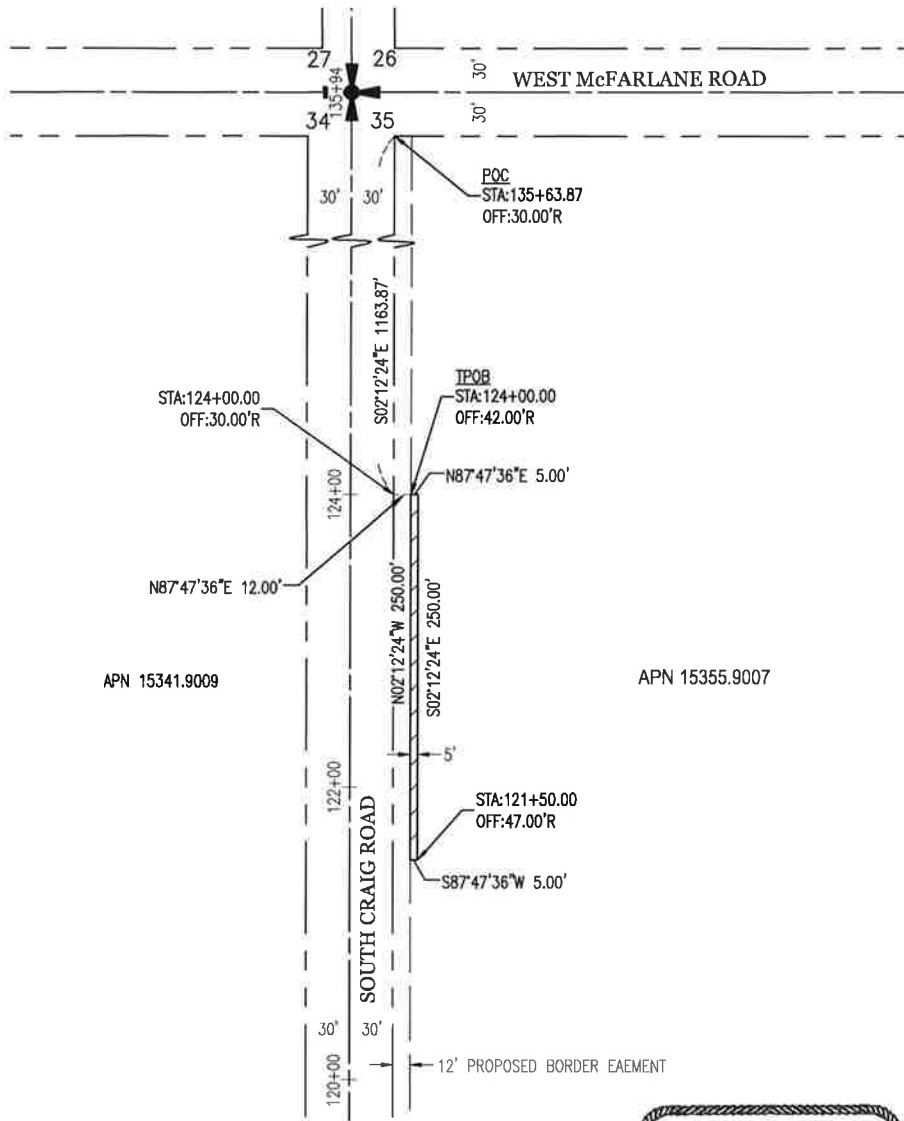
THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 15.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 132+00.00;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 363.87 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,708 SQUARE FEET, MORE OR LESS.

EXHIBIT B
SLOPE EASEMENT EXHIBIT
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



| LEGEND | |
|--------|--------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT-OF-WAY LINE |
| --- | SLOPE EASEMENT LINE |
| --- | PROPOSED BORDER EASEMENT |
| --- | SECTION LINE |
| --- | PROPERTY LINE |
| ▨ | SLOPE EASEMENT AREA |



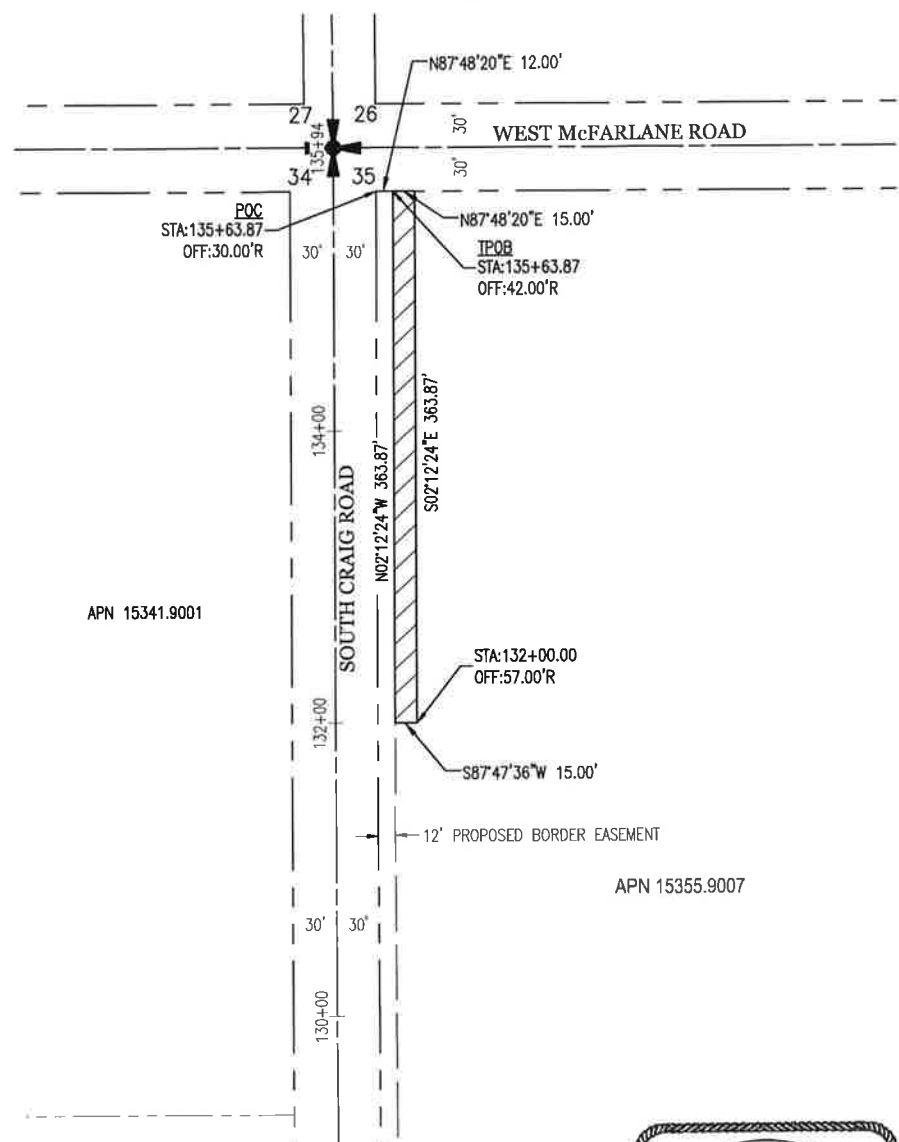
03/27/2022

| | | |
|--------------------------|---|---|
| <p>Parametrix</p> | <p>AREA TABLE</p> <p>SLOPE EASEMENT = 1,250 SQ. FT</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15355.9007</p> |
| | <p>DATE: Mar 27, 2022</p> <p>FILE: ACQ-15355-9007</p> | <p>SHEET 1 OF 2</p> |

EXHIBIT B

SLOPE EASEMENT EXHIBIT

SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



APN 15341.9001

APN 15355.9007

| <u>LEGEND</u> | |
|---------------|--------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| | RIGHT-OF-WAY LINE |
| | SLOPE EASEMENT LINE |
| | PROPOSED BORDER EASEMENT |
| | SECTION LINE |
| | PROPERTY LINE |
| | SLOPE EASEMENT AREA |



03/27/2022

| | | |
|--------------------------|---|---|
| <p>1 INCH = 100 FEET</p> | <p>AREA TABLE</p> <p>SLOPE EASEMENT B = 5,458 SQ. FT</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15355.9007</p> |
| | <p>DATE: Mar 27, 2022</p> <p>FILE: ACQ-15355-9007</p> | <p>SHEET 2 OF 2</p> |

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9008

CRP 3284 – Craig Road Project – Map No. 9

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9008

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement

area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9008, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 9-Spokane Airport Board-15341.9008\Slope Easement.docx

Slope Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 9

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9008)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE SOUTH 51.18 FEET OF THE WEST 2.00 FEET OF THE EAST 44.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.

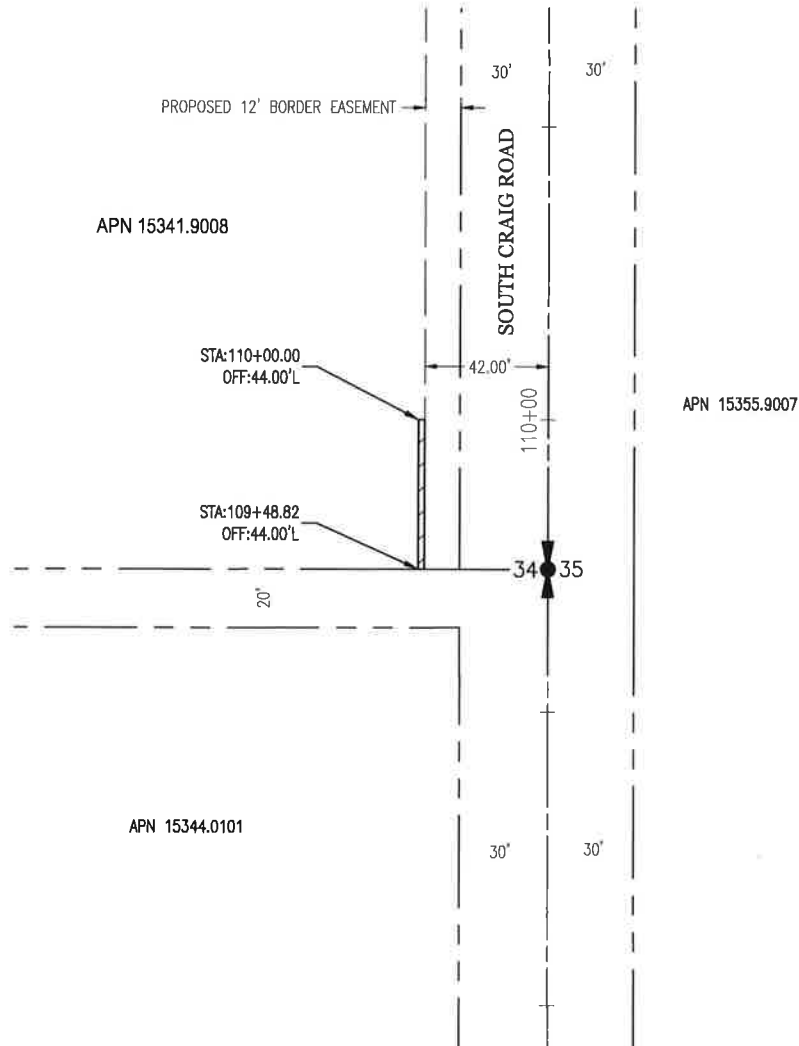
THE WEST LINE OF SAID 2-FOOT SLOPE EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 44.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 109+48.82 TO A POINT BEING 44.00 FEET LEFT OF ENGINEER'S STATION 110+00.00.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 102 SQUARE FEET, MORE OR LESS.

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



| | |
|------|-------------------------------|
| | LEGEND |
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | SECTION LINE |
| --- | PROPOSED BORDER EASEMENT LINE |
| --- | SLOPE EASEMENT LINE |
| --- | PARCEL LINE |
| | SLOPE EASEMENT AREA |



03/28/2022

Parametrix



1 INCH = 50 FEET
0 25 50

AREA TABLE
SLOPE EASEMENT = 102 SQ. FT

EXHIBIT B

EASEMENT EXHIBIT
APN 15341.9008

DATE: Mar 28, 2022

SHEET 1 OF 1

FILE: 9-15341-9008

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Sections 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9009

CRP 3284 – Craig Road Project – Map No. 10

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9009

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement

Slope Easement
Page 1 of 4

CRP 3284 – Map No. 10

area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9009, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the
City of Spokane and County of Spokane

By: _____ Date _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____
as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 10-Spokane Airport Board-15341.9009\Slope Easement.docx

Slope Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 10

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 15341.9009)
NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THOSE PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;
EXCEPTING THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER;
ALSO EXCEPT CRAIG ROAD AND MCFARLANE ROAD;
ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, A DISTANCE OF 30.00 FEET TO
THE POINT OF BEGINNING;
THENCE NORTH 87°44'11" EAST ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH
LINE OF SAID SECTION 34, A DISTANCE OF 665.72 FEET;
THENCE SOUTH 61°26'49" WEST, A DISTANCE OF 64.05 FEET TO A CURVE CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 925.37 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'29", AN ARC
DISTANCE OF 442.12 FEET;
THENCE SOUTH 34°04'20" WEST, A DISTANCE OF 462.32 FEET TO SAID NORTH-SOUTH CENTERLINE OF
SECTION;
THENCE NORTH 02°09'38" WEST ALONG SAID CENTERLINE, A DISTANCE OF 682.15 FEET TO THE POINT OF
BEGINNING;
ALSO EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 3-FOOT WIDE SLOPE EASEMENT COMMENCING AT THE SOUTHEAST CORNER OF THE HEREIN
DESCRIBED PROPERTY;

THENCE SOUTH 87°44'21" WEST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 12.00 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°12'24" WEST, PARALLEL WITH THE WEST RIGHT OF WAY
LINE OF CRAIG ROAD, A DISTANCE OF 139.90 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284
(COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 117+50.00, AND THE **TRUE POINT
OF BEGINNING**;

THENCE CONTINUING NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A
DISTANCE OF 175.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 119+25.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 3.00 FEET, TO A POINT BEING 45.00 FEET LEFT OF
ENGINEER'S STATION 119+25.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 175.00
FEET, TO A POINT BEING 45.00 FEET LEFT OF ENGINEER'S STATION 117+50.00;

THENCE NORTH 87°47'36" EAST A DISTANCE OF 3.00 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH A 2-FOOT WIDE SLOPE EASEMENT COMMENCING AT THE SOUTHEAST CORNER OF THE
HEREIN DESCRIBED PROPERTY;

THENCE SOUTH 87°44'21" WEST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 12.00 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°12'24" WEST, PARALLEL WITH THE WEST RIGHT OF WAY
LINE OF CRAIG ROAD, A DISTANCE OF 639.90 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284
CRAIG ROAD ENGINEER'S STATION 122+50.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A
DISTANCE OF 100.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 123+50.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 2.00 FEET, TO A POINT BEING 44.00 FEET LEFT OF
ENGINEER'S STATION 123+50.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00
FEET, TO A POINT BEING 44.00 FEET LEFT OF ENGINEER'S STATION 122+50.00;

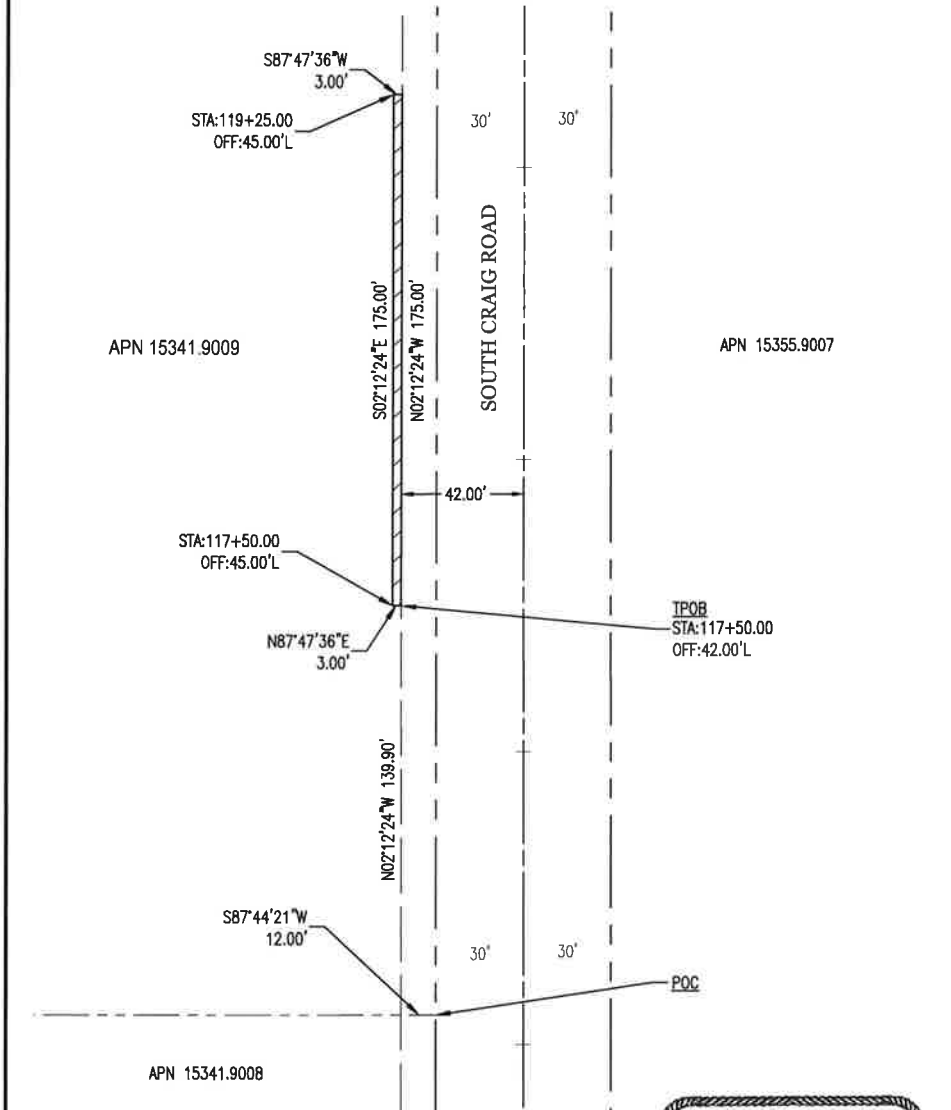
THENCE NORTH 87°47'36" EAST A DISTANCE OF 2.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING A TOTAL OF 725 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



| | |
|------|-------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | SECTION LINE |
| --- | SLOPE EASEMENT LINE |
| --- | PROPOSED BORDER EASEMENT LINE |
| --- | PARCEL LINE |
| ▨ | SLOPE EASEMENT AREA |

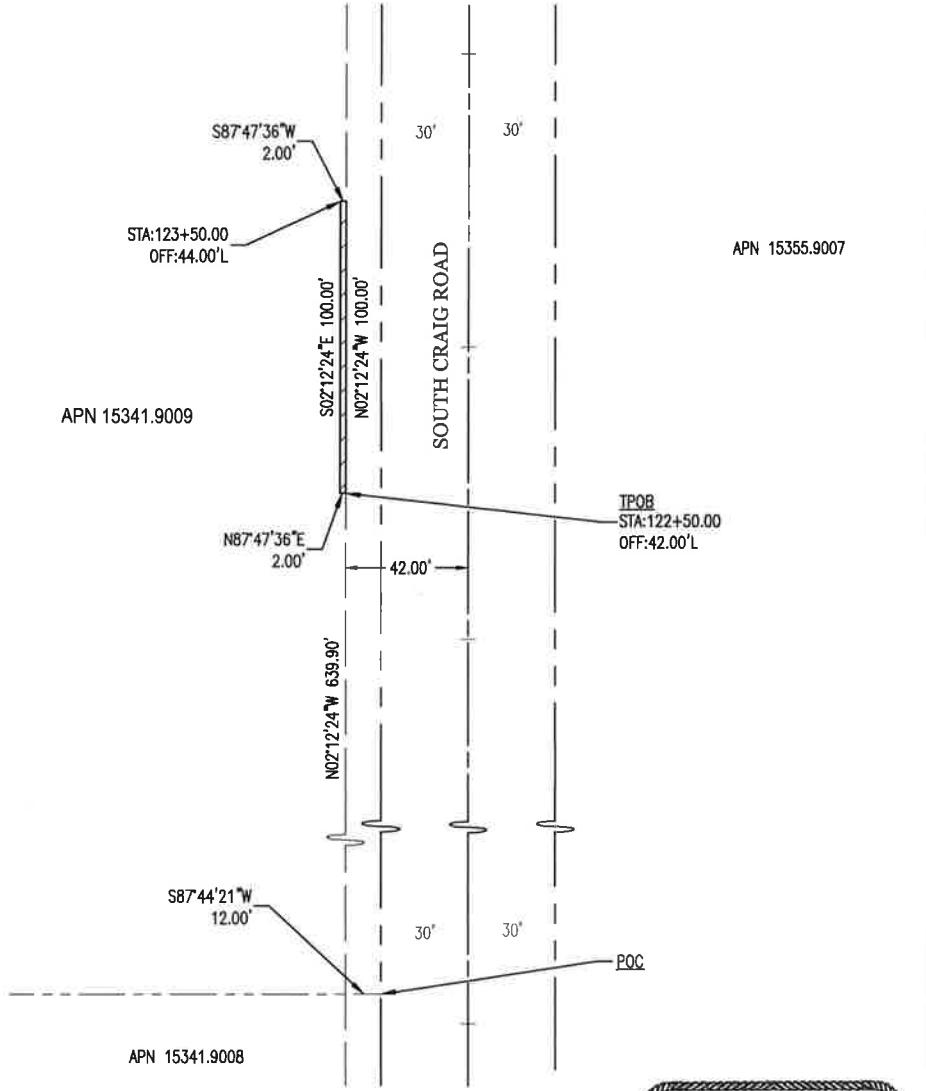


03/30/2022

| | | |
|--|---|---|
| <p>1 INCH = 50 FEET</p> <p>0 25 50</p> | <p>AREA TABLE</p> <p>SLOPE EASEMENT (SHEET 1) = 525 SQ FT</p> <p>SLOPE EASEMENT (SHEET 2) = 200 SQ FT</p> <p>TOTAL = 725 SQ FT</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15341.9009</p> |
| | <p>DATE: Mar 30, 2022</p> <p>FILE: 10-15341-9009</p> | <p>SHEET 1 OF 2</p> |

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



APN 15341.9008

APN 15341.9009

APN 15355.9007

| | |
|------|-------------------------------|
| | LEGEND |
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | SECTION LINE |
| --- | SLOPE EASEMENT LINE |
| --- | PROPOSED BORDER EASEMENT LINE |
| --- | PARCEL LINE |
| | SLOPE EASEMENT AREA |



03/30/2022

| | | |
|--|---|---|
| <p>1 INCH = 50 FEET</p> <p>0 25 50</p> | <p>AREA TABLE</p> <p>SLOPE EASEMENT (SHEET 1) = 525 SQ FT</p> <p>SLOPE EASEMENT (SHEET 2) = 200 SQ FT</p> <p>TOTAL = 725 SQ FT</p> | <p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15341.9009</p> |
| | <p>DATE: Mar 30, 2022</p> <p>FILE: 10-15341-9009</p> | <p>SHEET 2 OF 2</p> |

After Recording Return To:

Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Sections 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9001

CRP 3284 – Craig Road Project – Map No. 11

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane and Spokane County, for Spokane Airport, by and through its Airport Board, a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9001

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe

Slope Easement
Page 1 of 4

CRP 3284 – Map No. 11

and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9001, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
 County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

 Name: _____
 Notary Public in and for the State of Washington
 Residing in _____
 My commission expires: _____

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 11-Spokane Airport Board-15241.9001\Slope Easement.docx

Slope Easement
Page 4 of 4

Exhibit "A"
Legal Description

CRP 3284 – Map No. 11

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9001)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 4 FOOT-WIDE EASEMENT OVER THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;
EXCEPT MCFARLANE ROAD;
AND EXCEPT CRAIG ROAD;

BEING FURTHER DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE SOUTH 02°12'24" EAST, ALONG THE WEST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 138.85 FEET;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 87°47'36" WEST, A DISTANCE OF 12.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 134+25.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 151.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 132+74.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 4.00 FEET, TO A POINT BEING 46.00 FEET LEFT OF ENGINEER'S STATION 132+74.00;

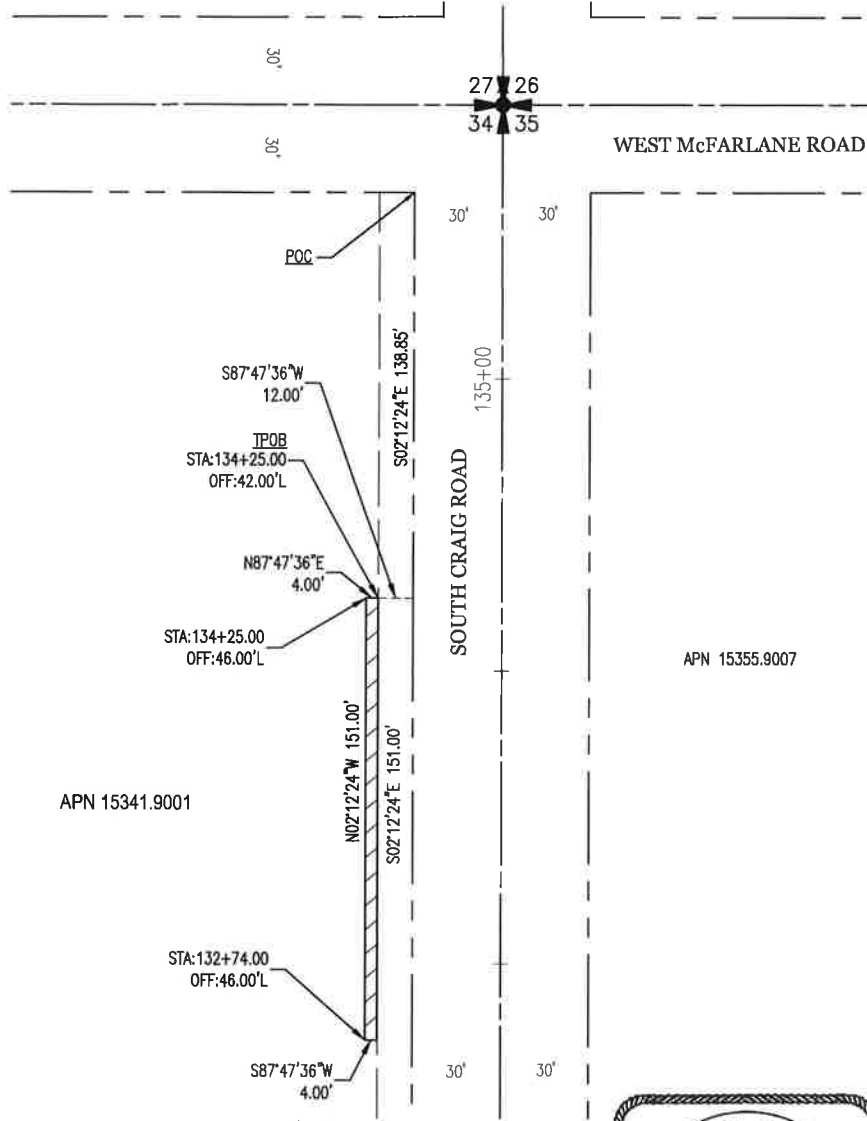
THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 151.00 FEET, TO A POINT BEING 46.00 FEET LEFT OF ENGINEER'S STATION 134+25.00;

THENCE NORTH 87°47'36" EAST A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 604 SQUARE FEET, MORE OR LESS.

EXHIBIT B
SLOPE EASEMENT EXHIBIT
NORTHEAST QUARTER SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



- LEGEND**
- APN ASSESSOR PARCEL NUMBER
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING
 - RIGHT OF WAY LINE
 - SECTION LINE
 - SLOPE EASEMENT LINE
 - PROPOSED BORDER EASEMENT LINE
 - PARCEL LINE
 - ▨ SLOPE EASEMENT AREA



03/31/2022

| | | |
|----------------------------|---|---|
| <p>Parametrix</p> | <p>AREA TABLE SLOPE EASEMENT = 604 SQ. FT</p> | <p>EXHIBIT B EASEMENT EXHIBIT TPN 15341.9001</p> |
| | <p>DATE: Mar 31, 2022</p> | <p>SHEET 1 OF 1</p> |
| <p>FILE: 11-15341-9001</p> | | |

Committee Agenda Sheet

Finance & Administration Committee

| | | | |
|--|---|--|--|
| Submitting Department | Spokane Airport Board | | |
| Contact Name | Larry Krauter, CEO | | |
| Contact Email & Phone | lkrauter@spokaneairports.net ; 509-455-6419 | | |
| Council Sponsor(s) | CP Beggs and CM Wilkerson | | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: | | |
| Agenda Item Name | Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property in Spokane County Assessor Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, 15341.9001 comprising approximately 9.585 acres of land to Spokane County for Right-of-Way, Board Easement, and Slope Easement necessary for improvements to Craig Road. | | |
| Summary (Background) | 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. | | |
| *use the Fiscal Impact box below for relevant financial information | | | |
| Proposed Council Action | Approve Joint Resolution | | |
| Fiscal Impact | Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | | |
| | } N/A | | |
| Operations Impacts (If N/A, please give a brief description as to why) | | | |
| What impacts would the proposal have on historically excluded communities? | | | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | | | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | | | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | | | |



City Resolution No: _____

County 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 OR CONVEY EASEMENTS IN)
REAL PROPERTY IDENTIFIED AS)
SPOKANE COUNTY ASSESSOR)
PARCELS 14025.9004, 14022.9002,)
14022.0601, 14022.0501, 14022.0101,)
15355.9007, 15341.9008, 15341.9009,)
AND 15341.9001)

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 Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, and 15355.9007, comprised of approximately 5.158 acres of land adjacent to Crag Road in the City of Spokane (the “Real Property”); the grant of a border easement on Spokane County Assessor Tax Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, and 15341.9001, comprised of approximately 4.240 acres of land adjacent to Craig Road in the City of Spokane (the “Border Easements”); and the grant of slope easement on Spokane County Assessor Tax Parcels 15355.9007, 15341.9008, 15341.9009, and 15341.9001, comprised of approximately 0.187 acres of land adjacent to Craig Road in the City of Spokane (the “Slope Easements” and together with the Real Property and Border Easements, the “Property”), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of March 16, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, sale or conveyance of interests in the Property is necessary to accommodate certain improvements to right of way to be constructed by Spokane County, at the expense of Spokane County, which such improvements to right of way shall benefit Spokane International Airport and the development of real property by the Airport Board in and around the Property;

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 or convey interests in 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 or convey interest in the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF MARCH 16, 2023,
BY AND BETWEEN SPOKANE AIRPORT AND SPOKANE COUNTY

4.6

4.6 - Airport - Sale of 63 acres

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport.

Attachments

[Joint Resolution 63.27 acres OFPAV LLC.docx](#)

[PSA_SIA-OFPAV LLC_63 Acres - Fully Executed \(02865118x9F871\).pdf](#)

[City Briefing Paper Re OFPAV LLC.docx](#)

City Resolution No: _____

County 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)
SPOKANE COUNTY ASSESSOR PARCELS)
15344.0102, 15344.0103, 15344.0104,)
15344.0105, 15344.0106, 15344.0111)
AND 15344.0113)

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 Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road ("Property"); 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, 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 or convey interest in the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENTS AND ESCROW INSTRUCTIONS,
DATED AS OF MARCH 16, 2023,
BY AND BETWEEN SPOKANE AIRPORT AND OFPAV, LLC

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
63.27 ACRES**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 16th day of March, 2023 (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 OFPAV, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

RECITALS

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property consisting of approximately 63.27 acres located generally near Craig Road, south of McFarlane Road in the City of Spokane, Spokane County, Washington, and legally described on the attached Exhibit A (the "Real Property");

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

C. 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 of Washington, County of Spokane, or City of Spokane, other authority, department, commission board, bureau, agency, unit, or instrumentality, (collectively "Governmental Authorities"); and

D. 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 Spokane County, Washington 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. 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 for the Property is Two Million Three Hundred Seventy Thousand One Hundred Ninety-Five and 43/100 Dollars (\$2,370,195.43) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money and Extension Deposit (if any) 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. The foregoing Purchase Price assumes that the Real Property will consist of sixty-three and 27/100 (63.27) acres, and that Buyer will pay a purchase price equal to the total number of acres multiplied by Thirty Seven Thousand Four Hundred Sixty-One and 60/100 Dollars (\$37,461.60) per acre (*i.e.*, \$0.86/square foot). If the actual acres of Real Property, as shown on Buyer's survey is greater or less than sixty-three and 27/100 (63.27) acres, the Purchase Price will be increased or decreased to equal the actual number of acres, multiplied by the foregoing per acre price.

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, ninety (90) days thereafter.

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: (i) terminate this

Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) 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 (i) or (ii) above, Buyer will be deemed to have elected option (ii).

(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 and any Extension Deposit (subject to Section 6.1), 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 by 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 two hundred and seventy (270) 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 have the unilateral right to extend the Entitlement Period two (2) times for up to sixty (60) days each by delivering written notice of such extension to Seller not later than the then-scheduled expiration of the Entitlement Period, and simultaneously with such written notice depositing with Escrow Agent the sum of Fifteen Thousand Dollars (\$15,000) (each, an “Extension Deposit”). Each Extension Deposit will be applicable to the Purchase Price at Closing and will be nonrefundable to Buyer, unless an event occurs that entitles Buyer to the Earnest Money and any Extension Deposit under this Agreement. 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 and any Extension Deposit 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 Ancillary Agreements. Seller and Buyer acknowledge and agree that Seller is in the process of developing a Rail-Truck Transload Facility Project on certain real property owned by Seller that is proximately located to the Real Property (the "Seller Property"), that Buyer's affiliate 6414 S Helena, LLC, a Washington limited liability company ("Helena") is in the process of developing approximately thirty eight (38) acres of real property owned by Helena that is directly adjacent to the Real Property (the "Helena Property"), and that Buyer intends to coordinate its development of the Project on the Real Property with Helena. Seller and Buyer covenant and agree that during the pendency of this Agreement, should Seller or Buyer determine that such Party will require utility, drainage or other easements that may benefit or burden the Seller Property, Helena Property, or Real Property, and/or infrastructure connection arrangements (collectively, the "Ancillary Agreements") as part of the development of the Seller Property, the Helena Property, or the Project, each Party shall negotiate in good faith and use commercially reasonable efforts to agree upon the terms and conditions and form of such Ancillary Agreements. In furtherance of the foregoing, each of Seller and Buyer covenant and agree that upon the other Party's reasonable request, it will share any updated information on the scope and design of any of the infrastructure improvements required for their respective developments, and the estimated timing for completion of the same, if known. Notwithstanding the foregoing, the failure of the Parties to enter into or agree upon the form of any Ancillary Agreements shall not be a condition of Closing in favor of either Party or a default under this Agreement.

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; and

(d) 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 and any Extension Deposit shall be promptly refunded to Buyer (subject to Section 6.1); *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; and

(c) 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.

If any of the conditions delineated in Sections 5.2(a) or 5.2(b) 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 and any Extension Deposit 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(c) (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) the date that is thirty (30) days following the expiration of the Entitlement Period (as the same may be extended), 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 December 29, 2023, the Earnest Money and Extension Deposit (if any) shall be nonrefundable to Buyer in all events absent a Seller Default, *provided, further*, if Closing has not occurred by July 30, 2024 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 and any Extension Deposit shall be promptly delivered 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 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").

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

(6) 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 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) 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 proration.

(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 Section 5.2(c), 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 Seller 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 HEREINABOVE 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: ^{DS}
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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 the date that is ninety (90) days following the Effective Date (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 any Extension Deposit and all interest thereon shall be returned to Buyer (subject to Section 6.1), 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. As of the Effective Date, Seller has obtained and is in receipt of a "release" (as that term is defined in Chapter 22 of the Federal Aviation Administration ("FAA") Airport Compliance Manual) or similar authorization for disposal of the Real Property by Seller from the FAA that formally authorizes the release and removal of the Real Property as airport dedicated real property (the "FAA Release"). Buyer acknowledges and agrees that as a condition to obtaining the FAA Release, Buyer must adhere and comply with the FAA's approval of Buyer's Project 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 and any Extension Deposit will be returned to Buyer (subject to Section 6.1), 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 AND ANY EXTENSION DEPOSIT 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: ^{DS}
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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: (i) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money and any Extension Deposit 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 38/100 percent (3.38%) of the Purchase Price or (ii) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following a Seller 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 (ii) 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 and any Extension Deposit 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: OFPAV, LLC
c/o The Wolff Company
717 W. Sprague Ave. Suite 802
Spokane, WA 99201
Attn: Old Fritz Wolff
E-Mail: oldfritz@awolff.com
Phone: 480-784-7864

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
E-Mail: 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 ten percent (10.00%) 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, or Fritz H. Wolff, holds 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.

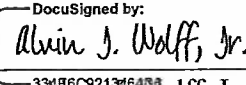
SELLER:

BUYER:

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

OFPAV, LLC, a Delaware limited liability company

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

DocuSigned by:

By: _____
Name: Alvin J. Wolff, Jr.
Title: Manager

This Real Property Purchase and Sale Agreement with Escrow Instructions, together with the earnest money deposit, is hereby acknowledged and accepted and the escrow is opened as of the ___ day of _____, 20___. 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
REAL PROPERTY LEGAL DESCRIPTION

TRACTS 34, 35, 36, 45, 46, 52 AND THE NORTH HALF OF TRACT 51, HAZELWOOD IRRIGATED FARMS, AS PER PLAT THEREOF RECORDED IN VOLUME "I" OF PLATS, PAGES 24 AND 25, LYING WITHIN SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M..

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Nos.: 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113.

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

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 _____, 20__.

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 _____, 20 __, 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

[insert]

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 |
| REFERENCE NOS.: | |
| GRANTOR: | OFPAV, LLC |
| GRANTEE: | N/A |
| ABBREVIATED LEGAL DESCRIPTION: | _____ |
| ASSESSOR'S PARCEL NO.: | _____ |

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ___ day of _____, 20___ ("Effective Date"), by OFPAV, LLC, a Delaware limited liability company ("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, 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 Sixty Three and 27/100 (63.27) acres located generally fronting on Craig Road, south of McFarlane Road in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (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 follows]

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Easement as of the Effective Date.

[Insert SPE signature block]

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of ____, 20__, before me personally appeared _____, to me known to be the _____ of _____, a _____, 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 they were 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: _____

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[insert]

EXHIBIT D

[RESERVED]

EXHIBIT E
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

NOTICE TO THE BUYER: OFPAV, LLC, a Delaware limited liability company

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY SIXTY-THREE AND 27/100 (63.27) ACRES LOCATED GENERALLY FRONTING ON CRAIG ROAD, SOUTH OF MCFARLANE ROAD 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? | X | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input type="checkbox"/> | X |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | X | <input type="checkbox"/> | <input type="checkbox"/> |
| *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? | <input type="checkbox"/> | <input type="checkbox"/> | X |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | X |
| *F. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | X |
| *G. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | X | <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.

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: _____ Date: _____
Lawrence J. Krauter, its Chief Executive Officer

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: OFPAV, LLC, a Delaware limited liability company

By: _____ Date: _____
Name: _____
Its: _____

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

- A. Surface mining activities that took place prior to the Airport's acquisition of the Property have resulted in areas of standing water.

- C. Wetlands have been documented on the Property.

EXHIBIT A
Legal Description

TRACTS 34, 35, 36, 45, 46, 52 AND THE NORTH HALF OF TRACT 51, HAZELWOOD IRRIGATED FARMS, AS PER PLAT THEREOF RECORDED IN VOLUME "I" OF PLATS, PAGES 24 AND 25, LYING WITHIN SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M..

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Nos.: 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113.

Committee Agenda Sheet

Finance & Administration Committee

| | | | |
|--|---|--|--|
| Submitting Department | Spokane Airport Board | | |
| Contact Name | Larry Krauter, CEO | | |
| Contact Email & Phone | lkrauter@spokaneairports.net ; 509-455-6419 | | |
| Council Sponsor(s) | CP Beggs and CM Wilkerson | | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: | | |
| Agenda Item Name | Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located in Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport. | | |
| Summary (Background) | 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. | | |
| *use the Fiscal Impact box below for relevant financial information | | | |
| Proposed Council Action | Approve Joint Resolution | | |
| Fiscal Impact | Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | | |
| | } N/A | | |
| Operations Impacts (If N/A, please give a brief description as to why) | | | |
| What impacts would the proposal have on historically excluded communities? | | | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | | | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | | | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | | | |



4.7

4.7 - Settlement Resolution

*Hansen, Sheila D.,
Ormsby, Michael*

Approve settlement of claim for damages of Charles and Lisa Greer. Sponsors Council Members Cathcart, Kinnear and Wilkerson

Attachments

[Committee Agenda Sheet Greer settlement.docx](#)

[Settlement resolution Greer.docx](#)

Committee Agenda Sheet [Finance and Administration]

| | |
|---|---|
| Submitting Department | Risk Management - 5800 |
| Contact Name & Phone | Mike Ormsby, (509) 625-6287 |
| Contact Email | mormsby@spokanecity.org |
| Council Sponsor(s) | Council Members Cathcart, Kinnear and Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Settlement Resolution |
| Summary (Background) | Approving settlement of claim for damages of Charles and Lisa Greer as a result of damage to their property as a result of maintenance work done by the Water Department. |
| Proposed Council Action & Date: | Resolution approving the Danion Shawn and Michelle Setzer Settlement Agreement and Release of all claims for \$136,618.67 Council Meeting of: April 17, 2023 |
| Fiscal Impact: | |
| Total Cost: \$136,618.67 | |
| Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| These funds will be paid out of Risk Management and reimbursed by the Utility Department Funds and does not involve monies from the General Fund | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Resolution of the claim supports the continued operation of the City Water Department | |

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on October 24, 2022 Charles and Lisa Greer (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of damage to their property at 3615 South Lee Street in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTEEN AND 67/100 DOLLARS (\$136,618.67)**; and

WHEREAS, Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTEEN AND 67/100 DOLLARS (\$136,618.67)**; to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of April, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4.8

4.8 - Archbright Contract Amendment/Extension

Quick, Jennifer

HR Archbright Contract extension request through Q2.

| For Decision

Attachments

[Briefing Paper for Archbright 3rd Contract Extension .docx](#)

[Archbright 3rd Contract Amendment OPR 2022-0551.docx](#)

Committee Agenda Sheet

Urban Experience

| | |
|---|--|
| Submitting Department | Human Resources |
| Contact Name & Phone | Mike Piccolo – 625-6237 |
| Contact Email | mpiccolo@spokanecity.org |
| Council Sponsor(s) | Council Member Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Contract 3rd Amendment/Extension – Human Resources Consultant |
| Summary (Background) | The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19 th – Oct. 4 th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. A second amendment was approved extending the contract through March 31 st . The HR Department now has a new director but is still struggling to fill the vacant analysts positions. The department will need the continued services from Archbright into the second quarter of 2023 due to continued staff shortage and to assist the new department director. |
| Proposed Council Action & Date: | Approve Contract Amendment/Extension April 17, 2023 |
| Fiscal Impact: | |
| Total Cost: \$60,000 | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: Contract amount will be paid for through salary savings within the HR Dept. | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

N/A

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

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analysts to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright. The consulting services are also needed to assist the new department director.



City of Spokane
3rd CONTRACT AMENDMENT/EXTENSION
Title: HUMAN RESOURCES CONSULTING

This 3rd Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 as ("Company"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support; and

WHEREAS, the parties extended the contract through April 31, 2023; and

WHEREAS, due to staffing shortages in the Human Resources Department and the hiring of a new department director, there is a need to extend this work and add additional funds, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 20, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This 3rd Contract Amendment/Extension shall become effective on April 1, 2023 and shall run through June 30, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** as full compensation for everything furnished and done under this Contract Amendment/Extension. The total amount under the original Contract, any

subsequent amendments, and this Contract Amendment/Extension is **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)**.

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

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on Month XX, 2023.