

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 14, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of October 14, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 341 10521; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

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

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

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No action, other than a statement of council members’ intent to address the matter in the future, points of order, or points of information will be taken by council members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week’s current agenda or the next week’s advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified,

appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent’s presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to

Speak on behalf of the proponent's position.

- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
 - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 14, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

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

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

❖ ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Climate Resilience & Sustainability Board: Five Appointments Confirm CPR 2024-0030

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------|---------------|
| 1. Purchase from Kendall Chevrolet, LLC (Eugene, OR) of a 2024 Chevrolet Tahoe LS all-wheel drive diesel-powered vehicle for Spokane Treatment and Recovery Services as required by Fire Department Contract OPR 2022-0202—\$66,011 (incl. tax). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Tom Williams | Approve | OPR 2024-0870 |
| 2. Report of the Mayor of pending: | Approve &
Authorize | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Payments | CPR 2024-0002 |

- b. Payroll claims of previously approved obligations through _____, 2024: \$_____. CPR 2024-0003
- 3. a. City Council Meeting Minutes: _____, Approve All CPR 2024-0013
2024.
- b. City Council Standing Committee Meeting Minutes: _____, 2024.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36570 Relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency. (Referred to committee on September 9, 2024, and returned for placement on the October 14 Agenda) (Council Sponsors: Council Members Cathcart and Bingle)
Council Member Cathcart

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0093 Authorizing the Airport Board to acquire property identified as Spokane County Assessor Parcels 24063.0102 and 24063.0510. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Larry Krauter

RES 2024-0094 Authorizing the Airport Board to sell property identified as a portion of Spokane County Assessor Parcel 15355.9007. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Larry Krauter

RES 2024-0095 Stating the Spokane City Council's support for City of Spokane Proposition 1 entitled, "COMMUNITY SAFETY SALES TAX," submitted by the Spokane City Council for the November 5, 2024, General Election. (Relates to Final Reading Ordinance C36591) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)
Council Member Dillon

- ORD C36571 Granting to BNSF Railway Company, a Delaware Corporation, a franchise agreement for the right to construct, maintain, and operate a railway within certain described limits of the City of Spokane for a period of twenty-five (25) years. (First Reading held September 9, 2024) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Timothy Szambelan
- ORD C36576 Streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Zappone)
Adam McDaniel
- ORD C36586 Relating to the annual rates for the Sewer utility and services, amending SMC sections 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing 13.03.1006; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Marlene Feist
- ORD C36587 Relating to the annual rates for the Water utility and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.20161, and 13.04.2025; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Marlene Feist
- ORD C36588 Relating to the annual rates of Water-Wastwater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Marlene Feist
- ORD C36589 Relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0106, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0130, 13.02.0202, 13.02.0204, 13.02.0224, 13.02.0232, 13.02.0238, 13.02.0244, 13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Marlene Feist
- ORD C36590 Relating to customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Marlene Feist

ORD C36591 **Establishing the Community Safety Fund and setting the expiration date of the additional sales and use tax authorized by RCW 82.14.450; adopting section 07.08.160 to chapter 07.08 of the Spokane Municipal Code. (Pending addition as a First Reading Ordinance to the October 7, 2024, Agenda, by carried motions) (Relates to Resolution 2024-0095) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)**
Adam McDaniel and Maggie Yates

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Motion to Approve Advance Agenda for October 14, 2024
(per Council Rule 2.1.B)

ADJOURNMENT

The October 14, 2024, Regular Legislative Session of the City Council is adjourned to October 21, 2024.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/2/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF LARRY LUTON TO THE CLIMATE RESILIENCE &

Agenda Wording

Mayor Brown has appointed Larry Luton to the Climate Resilience and Sustainability Board for a term of October 14, 2024 - October 14, 2026

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

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Committee Agenda Sheet

Select Committee Name

Committee Date	October 14, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Larry Luton to the Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Larry Luton to the Climate Resilience and Sustainability Board for a term of October 14, 2024 – October 14, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

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

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?

This appointment aligns with the requirements of SMC 04.41.020

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/3/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF HAPPY AVERY TO THE CLIMATE RESILIENCE &

Agenda Wording

Mayor Brown has appointed Happy Avery to the Climate Resilience and Sustainability Board for a term of October 14, 2024 - October 14, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

Select

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Committee Agenda Sheet

Select Committee Name

Committee Date	October 14, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Happy Avery to the Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Happy Avery to the Climate Resilience and Sustainability Board for a term of October 14, 2024 – October 14, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

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

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?

This appointment aligns with the requirements of SMC 04.41.020

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/2/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF AMANDA PARRISH TO THE CLIMATE RESILIENCE AND

Agenda Wording

Mayor Brown has appointed Amanda Parrish to the Climate Resilience and Sustainability Board for a term of October 14, 2024 - Octobe 14, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

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Committee Agenda Sheet

Select Committee Name

Committee Date	October 14, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Amanda Parrish to the Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Amanda Parrish to the Climate Resilience and Sustainability Board for a term of October 14, 2024 – October 14, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

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

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?

This appointment aligns with the requirements of SMC 04.41.020



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 10/14/2024

Date Rec'd 10/2/2024

Clerk's File # CPR 2024-0030

Cross Ref #

Project #

Submitting Dept MAYOR **Bid #**

Contact Name/Phone ADAM 6779 **Requisition #**

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Agenda Item Name APPOINTMENT OF BRIAN HENNING TO THE CLIMATE RESILIENCE AND

Agenda Wording

Mayor Brown has appointed Brian Henning to the Climate Resilience and Sustainability Board for a term of October 14, 2024 - October 14, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

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Committee Agenda Sheet

Select Committee Name

Committee Date	October 14, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Brian Henning to the Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Brian Henning to the Climate Resilience and Sustainability Board for a term of October 14, 2024 – October 14, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

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

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?

This appointment aligns with the requirements of SMC 04.41.020

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

10/2/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF ELYSE HOCHSTADT TO THE CLIMATE RESILIENCE &

Agenda Wording

Mayor Brown has appointed Elyse Hochstadt to the Climate Resilience and Sustainability Board for a term of October 14, 2024 - October 14, 2026

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Committee Agenda Sheet

Select Committee Name

Committee Date	October 14, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Elyse Hochstadt to the Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Elyse Hochstadt to the Climate Resilience and Sustainability Board for a term of October 14, 2024 – October 14, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

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

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?

This appointment aligns with the requirements of SMC 04.41.020



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 10/1/2024

Clerk's File # OPR 2024-0870

Cross Ref # OPR 2022-0202

Project #

Council Meeting Date: 10/14/2024

Submitting Dept	FIRE	Bid #	
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Contact Name/Phone	TOM WILLIAMS (509)435-7002	Requisition #	RE 20584
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Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
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Agenda Item Name	1970 - STARS VEHICLE PURCHASE APPROVAL		
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Agenda Wording

Spokane Fire is Requesting approval to purchase a 2024 Chevrolet Tahoe LS All Wheel Drive diesel-powered vehicle from Kendall Chevrolet, LLC (Eugene, OR) per OPR 2022-0202 for Spokane Treatment and Recovery Services (STARS).

Summary (Background)

OPR 2022-0202 between the City of Spokane and Spokane Treatment and Recovery Services (STARS) requires the City of Spokane to provide a new vehicle every (5) years. The current frontline vehicle is a 2016 Ford Transit van. Due to vehicle supply chain issues, the City of Spokane is (3) years past due in supplying STARS with a new vehicle. To successfully navigate winter driving conditions, STARS has requested the new vehicle be all wheel drive capable.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 66,011

Current Year Cost \$ 66,011

Subsequent Year(s) Cost \$ Annual maintenance/repairs costs

Narrative

ARPA funding allocated via ORD C36520.

Amount

Budget Account

Expense	\$ 66,011	# 1425-88155-94220-56404-97343
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Tom Williams tmwilliams@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	David Stockdill dstockdill@spokanecity.org
Thea Prince tprince@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	STARS vehicle purchase approval
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City currently holds agreement OPR 2022-0202 between The City of Spokane and Spokane Treatment and Recovery Services (STARS). The agreement requires the City of Spokane to provide a new vehicle every (5) years. The current frontline vehicle is a 2016 Ford Transit van. Due to vehicle supply chain issues, the City of Spokane is (3) years past due in supplying STARS with a new vehicle. To successfully navigate winter driving conditions, STARS has requested the new vehicle be All Wheel Drive (AWD) capable. SFD is requesting approval to purchase a 2024 Chevrolet Tahoe LS AWD diesel-powered vehicle or similar.</p> <p>Requesting approval of one (1) vehicle that meets the needs of STARS and follows current City SMC. Estimated costs below but final amount will be based on lowest quoted amount available.</p> <ul style="list-style-type: none"> • Basic Vehicle Cost --\$60,450 for (1) 2024 Chevrolet Tahoe LS (including dealer documentation fees). • Availability – In stock and available for immediate purchase.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$66,011 (est.) including WA State Sales Tax Current year cost: \$66,011 Subsequent year(s) cost: Annual maintenance/repair costs</p> <p>Narrative: ARPA funding allocated via ORD C36520.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? No, one-time funding source.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? This vehicle will be deployed in all areas of the City of Spokane.</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?

Fuel expense data and maintenance/repair costs will be monitored to ensure they are meeting targets. Patient care data is collected via patient care reports.

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

N/A – this request is for equipment purchase.

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 purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives. Capital Improvement Plan, FD Strategic Plan Goal #7 Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.

VEHICLE PURCHASE AGREEMENT



Dealer KENDALL CHEVROLET LLC

CUST# 2748678

Salesperson DARWIN L MCCOY

DEAL# 17047

Salesperson _____

Purchaser SPOKANE FIRE DEPARTMENT

Date 09/19/2024

Co-Purchaser _____

Date 09/19/2024

Address 44 W RIVERSIDE AVE City SPOKANE State WA Zip 99201 Phone _____

EMAIL: dstockdill@spokanecity.org

New Vehicle

Purchaser hereby agrees to purchase from Dealer, on the terms and conditions specified, the following

Used as set forth below:

Stock No.	Year	Lic. No.	Make and Description	ID No.
C15991	2024		CHEVROLET TRUCK TAHOE	1GNSKMKT0RR282707

Vehicle Odometer Shows 5 Miles

See Section 2 of page 2 for your rights if delivery is delayed or the Manufacturer fails to deliver the Vehicle

IMPORTANT WARRANTY INFORMATION

DEALER HAS NOT MADE ANY WARRANTY WITH RESPECT TO THIS VEHICLE OR RELATED GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE, GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty or Purchaser has at the time of sale or within 90 days after the time of sale entered into a service contract in connection with the sale of the Vehicle, in which case such implied warranties shall be limited to the duration of the written warranty or service contract.

LIMITATION OF DAMAGES

DEALER SHALL NOT BE LIABLE FOR AND PURCHASER SHALL NOT BE ENTITLED TO RECOVER DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO PURCHASER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN PURCHASER'S TRADE-IN.

BUYER'S GUIDE DISCLOSURE

The information you see on the window form for this Vehicle forms a part of this Agreement. Information on the window form overrides any contrary provisions in this Agreement.

TRADE-IN RECORD 1	TRADE-IN RECORD 2	Cash Price of Vehicle	
Make	Make	at Time of Delivery	\$ <u>59985.00</u>
Year	Year	Trade-in Allowance Veh 1	\$ <u>N/A</u>
Model	Model	Trade-in Allowance Veh 2	\$ <u>N/A</u>
Motor/Serial No.	Motor/Serial No.	Less Payoff	\$ <u>N/A</u>
License No.	License No.	Net Allowance	\$ <u>N/A</u>
Vehicle Odometer Shows	Vehicle Odometer Shows	SUB TOTAL	\$ <u>59985.00</u>
		DMV Fees	\$ <u>30.00</u>
		Dealer Title and Registration Document Preparation Service Fee	\$ <u>215.00</u>
		Rebates	\$ <u>N/A</u>
		Sales or Use Tax	\$ <u>N/A</u>
		Deposit <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash <input type="checkbox"/> Check	\$ <u>N/A</u>
		NET UNPAID BALANCE	\$ <u>60230.00</u>

YOU AND THE DEALER HAVE AGREED THAT THE MOTOR VEHICLE WILL BE DELIVERED TO YOU PRIOR TO THE PURCHASE. IF FINANCING CANNOT BE ARRANGED ON THE TERMS AND WITHIN THE TIME PERIOD AGREED UPON IN THE AGREEMENT, THE AGREEMENT IS NULL AND VOID. In that event, Purchaser shall immediately return the Vehicle to Dealer and section 5 of page 2 shall apply.

(X) The payoff amount for the Trade-In is estimated. Purchaser will pay to Dealer any shortage if the payoff amount is higher than estimated. Dealer will refund to Purchaser any overage if the payoff amount is lower than estimated.

(X) Purchaser guarantees clear title to Trade-in.

(X)

FINANCING DISCLOSURES

If the Vehicle is to be financed through the dealer, the annual percentage rate may be negotiated with the Dealer and may exceed the annual percentage rate charged by the financial institution. Dealer may receive compensation for processing or arranging financing for the sale.

** CORP. ACTIVITY TAX SURCHARGE \$ 243.81

TOTAL ADDITIONAL CHARGES \$ 243.81

FINANCE CHARGES \$ N/A

AMOUNT TO FINANCE: 60473.81 CONTRACT BALANCE \$ 60473.81

BALANCE to be paid in 1 monthly payments of \$ 60473.81

Annual Percentage Rate 0.00

IMPORTANT WARRANTY INFORMATION

DEALER HAS NOT MADE ANY WARRANTY WITH RESPECT TO THIS VEHICLE OR RELATED GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE, GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty or Purchaser has at the time of sale or within 90 days after the time of sale entered into a service contract in connection with the sale of the Vehicle, in which case such implied warranties shall be limited to the duration of the written warranty or service contract.

LIMITATION OF DAMAGES

DEALER SHALL NOT BE LIABLE FOR AND PURCHASER SHALL NOT BE ENTITLED TO RECOVER DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO PURCHASER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN PURCHASER'S TRADE-IN.

BUYER'S GUIDE DISCLOSURE

The information you see on the window form for this Vehicle forms a part of this Agreement. Information on the window form overrides any contrary provisions in this Agreement.

TRADE-IN RECORD 1	TRADE-IN RECORD 2		
Make	Make	Cash Price of Vehicle at Time of Delivery	\$ 59985.00
Year	Year	Trade-in Allowance Veh 1	\$ N/A
Model	Model	Trade-in Allowance Veh 2	\$ N/A
Motor/Serial No.	Motor/Serial No.	Less Payoff	\$ N/A
License No.	License No.	Net Allowance	\$ N/A
Vehicle Odometer Shows	Vehicle Odometer Shows	SUB TOTAL	\$ 59985.00
		DMV Fees	\$ 30.00
		Dealer Title and Registration Document Preparation Service Fee	\$ 215.00
		Rebates	\$ N/A
		Sales or Use Tax	\$ N/A
		Deposit <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash <input type="checkbox"/> Check	\$ N/A
		NET UNPAID BALANCE	\$ 60230.00

YOU AND THE DEALER HAVE AGREED THAT THE MOTOR VEHICLE WILL BE DELIVERED TO YOU PRIOR TO THE PURCHASE. IF FINANCING CANNOT BE ARRANGED ON THE TERMS AND WITHIN THE TIME PERIOD AGREED UPON IN THE AGREEMENT, THE AGREEMENT IS NULL AND VOID. In that event, Purchaser shall immediately return the Vehicle to Dealer and section 5 of page 2 shall apply.

(X) The payoff amount for the Trade-In is estimated. Purchaser will pay to Dealer any shortage if the payoff amount is higher than estimated. Dealer will refund to Purchaser any overage if the payoff amount is lower than estimated.

(X) Purchaser guarantees clear title to Trade-in.

(X) BALANCE to be paid in 1 monthly payments of \$ 60473.81 each, payable on the same day of each month beginning 09/19/2024

and additional payments as follows:

EXCLUSIVE ARBITRATION AGREEMENT

PURCHASER ACKNOWLEDGES THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE VEHICLE SHALL BE RESOLVED, EXCLUSIVELY AND FINALLY, BY ARBITRATION, AS FURTHER DESCRIBED IN SECTION 10 ON PAGE 2 OF THIS AGREEMENT.

PURCHASER X _____

LIEN HOLDER TO BE:

PAY OFF TO: _____

FINANCING DISCLOSURES

If the Vehicle is to be financed through the dealer, the annual percentage rate may be negotiated with the Dealer and may exceed the annual percentage rate charged by the financial institution. Dealer may receive compensation for processing or arranging financing for the sale.

** CORP. ACTIVITY TAX SURCHARGE	\$ 243.81
TOTAL ADDITIONAL CHARGES	\$ 243.81
FINANCE CHARGES	\$ N/A
AMOUNT TO FINANCE:	60473.81
CONTRACT BALANCE	\$ 60473.81

Annual Percentage Rate 0.00

Dealer can submit Purchaser's personal and financial information to one or more financial institutions in an effort to secure financing for Purchaser on the described terms.

EXTENDED SERVICE PROTECTION WAIVER

Purchaser acknowledges that Dealer offered to sell Purchaser extended service protection. Purchaser elects not to purchase extended service protection. Instead, Purchaser will purchase the Vehicle AS IS, subject to all defects, and will assume the entire cost of any necessary service or repairs, except to the extent of any written warranty delivered by Dealer to Purchaser. PURCHASER WAIVES ALL RIGHTS, IF ANY, TO THE EXTENDED SERVICE PROTECTION.

PURCHASER X _____

PURCHASER REPRESENTS THAT PURCHASER READ AND UNDERSTANDS THE PROVISIONS OF THE AGREEMENT, INCLUDING PROVISIONS PRINTED ON PAGE 2, ALL OF WHICH PURCHASER AGREES ARE PART OF THIS AGREEMENT.

Signature of Purchaser

Signature of Co-Purchaser

ACCEPTED:

By _____

Dealer's Representative



**CITY OF SPOKANE
PURCHASING**
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3316
TELEPHONE (509) 625-6400
FAX (509) 625-6413

Purchase Order Number

PO-202960-000

This number must appear on all invoices, papers and shipments

Vendor: KENDALL CHEVROLET LLC
P.O. BOX 1318
EUGENE OR 97440

Ship To: FIRE/EMS
CITY OF SPOKANE
44 W RIVERSIDE AVENUE
SPOKANE WA 99201

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
THEA PRINCE		509-625-6403	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		2024 TAHOE LS DIESEL			59,985.00
		DOC FEE			215.00
		DMV FEE			30.00
		CORPORATE ACTIVITY TAX SURCHARGE			243.81
ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED				Total	60,473.81

AUTHORIZED SIGNATURE

STANDARD TERMS & CONDITIONS

1. **TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
2. **CHANGES:**
 - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Purchasing Director or above-named buyer.
 - B. In no event will the City agree to any disclaimer of warranties.
 - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
3. **FREIGHT TERMS:**
 - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
 - B. Packing lists shall be enclosed in every box or package.
 - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
4. **ORDERING POLICY:**
 - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
 - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/21/2024

Clerk's File #

ORD C36570

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

MICHAEL 625-6257

Requisition #**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES

Agenda Wording

Emergency ordinance relating to the siting of city-owned and city-funded facilities providing comprehensive support services.

Summary (Background)

Current municipal code governs the siting of city-owned shelters and provides for both public outreach and good neighbor agreements prior to siting a homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded facilities, and expands the scope to shelters and facilities providing comprehensive support services. The ordinance further outlines the requirements for good neighbor agreements. This is an emergency ordinance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	08/26/24
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / 625-6224
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance re siting of comprehensive support facilities
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>SMC 12.05.062 and 12.05.063 currently governs the siting of city facilities, including homeless shelters, and provides for both public outreach and good neighbor agreements prior to siting a city-owned homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded as well as city-owned facilities, and expands the beyond shelters to any facility providing comprehensive support services, which are defined in the ordinance. The ordinance further outlines the requirements for good neighbor agreements and imposes other restrictions.</p> <p>This is an emergency ordinance and includes recitals to comply with recently adopted SMC 01.01.080.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">None identified.</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?

Unknown

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

The ordinance is intended to ensure full outreach, and to ensure implementation of measures to mitigate the impacts of certain facilities on nearby businesses and residents. The measures implemented should provide data and information on the success of the outreach and efforts to minimize negative impacts of such facilities.

- 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 ordinance is an expansion of current city policy as reflected in SMC 12.05.062 and 12.05.063.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36570

AN ORDINANCE relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the administration is intending to implement a strategy of siting shelters and other centers serving the homeless population throughout the city in a “scattered site” model; and

WHEREAS, the City Council supports the decentralized and “scattered site” approach to delivery of homeless services and siting of shelters and other facilities; and

WHEREAS, while supportive of the “scattered site” model, the City Council has long been mindful that locating homeless services in small business centers, neighborhoods and residential areas can have a negative impact on those areas without adequate planning to minimize the impacts;

WHEREAS, services for the homeless population historically have been situated in the downtown district and are predominantly located in lower income areas of Council District 1; and

WHEREAS, almost exactly two years ago, the Spokane City Council adopted Ordinance C36239 regarding the siting of City-owned facilities, including shelters, observing at the time:

.... public input, collaboration, and cooperation are all critical to the successful process of locating basic City facilities, to ensure that neighborhoods obtain all the benefits of basic city facilities while mitigating the detrimental impacts of those facilities; and

.... members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate basic city facilities in their neighborhoods; and

WHEREAS, Ordinance C36239, now codified as SMC Sections 12.05.062 and 12.05.063, requires public outreach and “good neighbor agreements” before siting of city-owned shelters; and

WHEREAS, the “scattered site” amounts to an expansion of city-funded facilities for the homeless but not necessarily “City-owned” shelters or related facilities, and by their terms SMC sections 12.05.062 and 12.05.063 would not apply to facilities not owned by the City but otherwise funded in part or in whole by the City; and

WHEREAS, to ensure the success of the “scattered site” model and to prevent the distrust of local government that arises from unilateral decisions to support the placement of city-funded shelters and homeless service in small business centers, neighborhoods and residential areas, the City

Council desires to amend the Spokane Municipal Code to ensure the placement of facilities under the “scattered site” model comply with the spirit and letter of Ordinance C36239; and

WHEREAS, the City must implement its comprehensive “scattered site” shelter plan as quickly as possible with the anticipated closure of the Trent Resource and Assistance Center, and such urgency is likely to override local concerns over siting of facilities unless a legal framework is enacted as quickly as possible to regulate the siting of both city-funded facilities as well as City-owned facilities; and

WHEREAS, the urgency to implement a scattered site plan, and the competing urgency to preserve the interests of small business centers, neighborhoods and residential areas, requires enactment of amendments to SMC sections 12.05.062 and 12.05.063 as soon as possible, in less than 30 days; and

WHEREAS, the administration’s implementation of the scattered site model outside the parameters of Ordinance C36239 is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to small business centers, neighborhoods and residential areas; and

WHEREAS, the normal course of legislative procedures of the City Council cannot result in a timely expansion SMC sections 12.05.062 and 12.05.063 to ensure those provisions apply to both City-owned as well as City-funded facilities nor will it ensure the use of good neighbor agreements anticipated under the current municipal code provisions; and

WHEREAS, this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of City government and its existing public institutions,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Adoption of Findings.

Pursuant to Section 01.01.080 of the Spokane Municipal Code, the City Council adopts the foregoing recitals as findings in support of this emergency ordinance.

Section 2. Section 12.05.005 of the Spokane Municipal Code is amended as follows:

[Section 12.05.005](#) Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.

C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-owned ~~((homeless shelters))~~ and city-funded facilities providing comprehensive support services, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

E. "City-funded facility" or "city-funded facilities" with respect to a facility providing comprehensive support services means a facility receiving any of its operating or capital expenditures from the city's general fund or special revenue or tax funds or broad based grants in any calendar year, but excluding from those expenditures any funds from other public or private sources for which the city is merely a fiscal or pass-thru agent.

F. "Comprehensive support services" means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

((E)) G. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

((F)) H. "Good neighbor agreement" means a written agreement for communication and collaboration and which contains the following framework:

1. Establishment of a community roundtable consisting of at least the following stakeholders, each of whom commits to the requirements of this subsection H:
 - a. Representative of the city-funded facility operator;
 - b. Neighborhood council chair or designee;
 - c. Representative of each business district, business association, or BID that is within 1/4 mile of the facility;
 - d. City of Spokane Neighborhood Services;

- e. City of Spokane Police Department;
 - f. City of Spokane Code Enforcement;
 - g. Local representative of the funding agency for the facility; and
 - h. All immediately adjacent property owners, residents, and tenants.
2. Commitment of the community roundtable to meet at least monthly and to fulfill the following goals:
- a. Start and maintain open communication and understanding between the named parties in order to be responsible partners and neighbors to each other;
 - b. Develop procedures for resolving problems that may arise in the future;
 - c. Encourage early communication to identify and resolve differences;
 - d. Encourage a high level of high quality care and investment in the neighborhood;
 - e. Maintain and enhance public safety and livability;
 - f. Reduce crime in the neighborhood;
 - g. Contribute to the safety and well-being of everyone in the community by committing to treat everyone with respect;
 - h. Communicate with one another productively when questions, problems or differences arise, and resolve concerns at the lowest possible level; and
 - i. Foster a safe and welcoming community for everyone.
3. Commitment to maintain a website containing project information (type of facility, specific services, etc), a list of contacts for each named party, and a copy of the executed Good Neighbor Agreement.

((F)) I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

((G)) J. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

((H)) K. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

((I)) L. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

((K)) M. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((L)) N. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. 12.05.062 of the Spokane municipal code is amended as follows:

Section 12.05.062 Siting of Basic City Facilities – Process

A. Prior to locating a Basic City Facility, or prior to locating, re-locating, re-opening, or funding a city-owned and/or city-funded facility providing comprehensive support services, the city shall undertake the following public process((-):

1. Convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
2. Publish any alternative locations considered for the proposed new or relocated Basic City Facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).

B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:

1. effective demonstrably needed service to impacted neighborhood residents;
2. responsiveness of the location to the demonstrated needs of the residents of an impacted neighborhood; ~~((and))~~
3. financial sustainability of the location;
4. evaluation of proposed comprehensive strategies for mitigation and prevention of any anticipated or unanticipated nuisance and/or criminal activity impacting surrounding neighborhood;
5. consideration of geographic equity, evaluating both current and historic distribution patterns of highly impactful services; and

6. the proposed Good Neighbor Agreement to be executed in connection with the facility.

- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of a Basic City Facility. The locating, re-opening, re-locating or funding of a city-owned and/or city-funded facility providing comprehensive support services shall be approved by the city council, regardless of the amount of the fiscal commitment of the City to facility.

Section 4. 12.05.063 of the Spokane municipal code is amended as follows:

Section 12.05.063 Basic City Facilities – Criteria

- A. The following criteria shall be met before any decision to place a new or relocated Basic City Facility can be made:
1. For police precincts, the chosen location shall:
 - a. be visible to the public in a frequently-traveled location;
 - b. provide access for the public to onsite services and for officers responding to reports of crime;
 - c. be located within high visibility of patrol cars, foot and bicycle community policing patrols; and
 - d. provide adequate space and facilities for co-deployed services and reception provided through mutual agreement with Spokane C.O.P.S.
 2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic to the extent consistent with efficient operations.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility to the extent consistent with efficient operations.
 3. For city-owned (~~((homeless shelters))~~) and city-funded facilities providing comprehensive support services:
 - a. the location shall not be located within (~~((three blocks))~~) 1000 feet of schools;
 - b. the location must be accessible by public transportation; and
 - c. a good neighbor agreement must be executed and in place (~~((between the shelter provider and the surrounding businesses and the applicable neighborhood council))~~).
 - d. The physical space must maintain an internal courtyard or equivalent, to enable the prohibition of external loitering that may create a nuisance for neighbors.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Emergency Findings. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of five members of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd

9/25/2024

Clerk's File #

RES 2024-0093

Cross Ref #

Project #

Council Meeting Date: 10/14/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

LARRY 6715

Requisition #

Contact E-Mail

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY SALE

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net
Council Sponsor(s)	Council President Wilkerson and Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Airport's Joint Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: 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.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A, sale of property • 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, sale of property 	

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

N/A, sale of property

- 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, sale of property

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The Spokane Airport Board reviewed and approved the property sale on March 28, 2024

City Resolution No: RES 2024-0093
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 A)
PORTION OF SPOKANE COUNTY)
ASSESSOR PARCEL 15355.9007)

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

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

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of Spokane County Assessor Tax Parcel 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County (“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 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 _____, 2024.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2024.

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 JUNE 6, 2024,
BY AND BETWEEN SPOKANE AIRPORT AND RUNWAY PROPERTY HOLDING CO., LLC

**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 6th day of June, 2024 (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 RUNWAY PROPERTY HOLDING CO., LLC, a Washington limited liability company, or its assigns (“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 parcel 15355.9007 consisting of approximately 550.84 acres located generally at the south side of West McFarlane Road and east of South Craig Road, in Spokane (“City”), Spokane County (“County”), Washington (“State”) as more particularly bounded and described on Exhibit A-1 attached hereto (the “Seller Property”).

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately eighty-two (82) acres fronting West McFarlane Road and immediately west of tax parcel 15351.0009, in the City, County, State, as described and depicted on Exhibit A-2 attached hereto (the “Real Property” and together with those items described in Recitals 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. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

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

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

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

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

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within five (5) days after the Effective Date, Buyer shall deposit with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) (“Escrow Agent” or “Title Company”) the sum of Sixty Thousand Dollars (\$60,000.00) in Current Funds (as defined in Section 3) as earnest money (the “Earnest Money”) given in consideration for the

transactions contemplated in this Agreement. The Earnest Money shall be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement and the Nonrefundable Portion (defined herein) shall be nonrefundable in all events absent a Seller Default (as defined in Section 13). The “Nonrefundable Portion” shall be a portion of the Earnest Money up to a maximum of Twenty Five Thousand Dollars (\$25,000.00) that is non-refundable to Buyer if this Agreement is terminated as follows: if this Agreement is terminated by Buyer after expiration of the Review Period but before Closing (absent a Seller Default), Buyer shall be solely responsible for one-hundred percent (100%) of all the Segregation Costs (as defined in Section 4.7(c)), not to exceed the Nonrefundable Portion. Upon receipt of the Earnest Money, Escrow Agent may, at Buyer’s direction, 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. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (as defined in Section 6.1), Escrow Agent shall apply the Earnest Money toward the Purchase Price.

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 Ten Dollars (\$10.00) 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.

3.1 Purchase Price. The purchase price for the Property will be the product of Seventy-Two Thousand Five Hundred Sixty-One Dollars (\$72,561.00) per acre multiplied by the actual number of acres of the Real Property as shown on the final Segregation Plan (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 will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price plus the Easement Consideration (as defined in Section 3.2), if applicable, 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 approximately eighty two (82) acres. If the actual acreage of the Real Property, as shown on the final Segregation Plan is greater or less than eighty two (82) acres, the Purchase Price will be increased or decreased to equal the actual number of acres of the Real Property to be conveyed, multiplied by the foregoing price per acre. For example, if the actual size of the Real Property is exactly 82 acres, the Purchase Price will be Five Million Nine Hundred Fifty Thousand Two and 00/100 dollars (\$5,950,002.00).

3.2 Consideration for the Rail Spur Easement. In connection with Section 4.11, the Parties shall reasonably cooperate with such other party prior to the end of the Review Period to determine the magnitude of any additional monetary consideration, if any, to be paid by Buyer to Seller in respect of the Rail Spur Easement (“Easement Consideration”), *provided, however*, in lieu of any Easement Consideration, the parties may agree to an alternative arrangement whereby, for example, Buyer, at its expense, agrees to install additional rail track on, over and across portions of the Seller-retained property as determined by Seller, in its sole discretion.

4. Due Diligence Inspections and Property Matters.

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. local time in the County the date that is one hundred twenty (120) days after the Effective Date, or upon earlier termination of this Agreement.

4.2 Review of Title. Promptly after the Effective Date, Seller 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 the earlier of (i) thirty (30) days from the later of Buyer’s receipt of the Title Report or a Survey of the Real Property or (ii) sixty days following the Effective Date (“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”) (the “Title Objection Notice”). If Buyer timely delivers the Title Objection Notice prior to expiration of the Title Review Period, Seller may, within five (5) Business Days following Seller’s receipt of Buyer’s Title Objection Notice, notify Buyer and Escrow Agent in writing 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) (“Seller’s Title Response”). If Seller does not deliver Seller’s Title Response within the required period, Seller will be deemed to have elected option (ii) above. Thereafter, Buyer, in its sole discretion and prior to the expiration of the Review Period, may terminate this Agreement by delivery of written notice to Seller and Escrow Agent (the “Buyer Termination Notice”). If Buyer does not deliver the Buyer Termination Notice by the expiration of the Review Period, Buyer shall be deemed to accept all Disapproved Matters that Seller did not agree to remove on or before Closing in Seller’s Title Response (“Permitted Exceptions,” as defined in Section 4.2(c)).

(b) Supplements; Amendments. If, following Buyer’s delivery of the Title Objection Notice, the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions (each, a “New Exception”) which were not contained in the 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 Title Report, in which to give written notice of its objection to any New Exception (each, a Disapproved Matter) contained in the Amended Report (a “Supplemental Title Objection Notice”), *provided, however*, if said New Exception(s) contained in any Amended Report are a result of Buyer’s actions, in which case, Buyer shall not be entitled to object to such New Exception(s) contained in such Amended Report. If Buyer provides Seller with a Supplemental Title Objection Notice, Seller, within three (3) Business Days from its receipt of a Supplemental Title Objection Notice, may respond in writing indicating either (i) its agreement to remove or correct such Disapproved Matter on or before Closing (including by obtaining title insurance endorsements regarding such Disapproved Matter or otherwise) in form and substance acceptable to Buyer or (ii) that it will not remove any or certain Disapproved Matter(s) (“Seller’s Supplemental Title Response”). If Seller does not deliver Seller’s Supplemental Title Response within the required period, Seller will be deemed to have elected option (ii) above. Thereafter, Buyer, in its sole discretion and within three (3) Business Days following receipt of Seller’s Supplemental Title Response (or when Seller’s Supplemental Title Response would have been due), Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Agent and receive a refund of the Earnest Money (less the Nonrefundable Portion, if any). If Buyer does not elect to terminate the Agreement as permitted herein, Buyer will be deemed to have agreed to accept title subject to such Disapproved Matter(s), in which case such New Exceptions shall be Permitted Exceptions. If Buyer’s right to terminate this Agreement pursuant

to this Section 4.2(b) would expire after the scheduled Closing Date (as defined in Section 6.1), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Permitted Exceptions. Any title exception 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 the following matters that Buyer may not disapprove or object to: all generally-applicable zoning ordinances, regulations, and other governmental laws, ordinances, regulations, or restrictions regulating the use, occupancy or enjoyment of the Real Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains the 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 in Section 6.4(b)(3)), if applicable; 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 Real 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 objection to 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 (less the Nonrefundable Portion, if any, which shall be remitted to Seller), 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 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Real Property (the "Survey").

4.4 Review of Diligence Materials. Within thirty (30) days of the Effective Date, Seller shall provide Buyer (or make available for Buyer's inspection) copies of all existing due diligence materials that relate to the Real Property (to the extent the same are in Seller's actual possession or control), *provided*, Seller will not be required to deliver to Buyer such information and documents related to the Property that is generally available to the general public (collectively, the "Current Diligence Materials"). Seller shall also reasonably endeavor to deliver to Buyer such other information and documents related to the Property in Seller's actual possession or control which Buyer may reasonably request. 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.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, representatives, employees, consultants, contractors, engineers and surveyors ("Buyer Related Parties") will have the right, from time to time prior to Closing, to enter upon the Property and to make such non-invasive inspections, studies, examinations and tests conducted by or at the direction of Buyer regarding the Property that Buyer deems necessary or desirable, all at Buyer's sole cost and expense (the "Additional Studies"). As part of Buyer's physical inspection, Buyer may, in its discretion and at 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, provided neither Buyer nor any Buyer Related Party may obtain a Phase II environmental site assessment (the "Phase II") or conduct any intrusive, destructive or invasive testing, any soil borings, any sampling of materials, or any water quality or microbial sampling, in connection with the issuance of a Phase II or otherwise without the prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and may be conditioned upon, among other things, Seller's reasonable approval of the

following: (i) the contractor who will be conducting such testing; (ii) delivery of evidence of the contractor's insurance policies; (iii) the scope and nature of the proposed testing; and (iv) the contractor's execution and delivery of a confidentiality agreement to be provided by Seller. Seller shall have the right to be present at any or all Phase I or Phase II inspections. Buyer shall, upon Seller's request, promptly provide Seller copies of all Additional Studies, the Phase I (and if obtained, the Phase II), and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer Related Parties 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 may be given or withheld in Seller's sole discretion. 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 Related Parties has any such contact with any governmental official or representative.

The Current Diligence Materials, the Phase I and Phase II, the Title Report (as defined in Section 4.2), the Survey (as defined in Section 4.3), and the Additional Studies are collectively referred to in this Agreement as the "Diligence Materials". Seller shall reasonably cooperate with Buyer in connection with Buyer's procurement and review of the Diligence Materials. In the event that the purchase of the Property is not closed for any reason other than a Seller Default, Buyer agrees, upon Seller's written request, to return to Seller and/or provide copies of the Diligence Materials to Seller (whether in draft or final form), 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 all Diligence 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 discretion.

(b) Entry on Property. Commencing on the Effective Date and continuing to the Closing Date, if this Agreement has not been terminated, Buyer and Buyer Related Parties shall 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 Real Property as permitted by Sections 4.3 and 4.5 of this Agreement, at Buyer's sole cost and expense. All notices and other communications with respect to the scheduling and coordination of Buyer's Additional Studies shall be directed to Amy L. Anderson, Manager, Properties and Contracts (c/o Seller's address in Section 15.3, below; phone (509-455-6431 (D); 509-514-5773 (C)); email: aanderson@spokaneairports.net). Prior to any entry onto the Property by or on behalf of Buyer, Buyer shall deliver to Seller a certificate of insurance from Buyer or the relevant Buyer Related Party that is inspecting the Property (from an insurance carrier authorized to do business in Washington reasonably satisfactory to Seller) evidencing the existence of (i) commercial general liability insurance, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate limit, (ii) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer Related Parties who conduct inspections of the Property, (iii) workers compensation insurance at statutory limits for all of their employees that enter the Property to the extent required by Washington law, and (iv) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. The commercial general liability insurance must name Seller as additional insureds. Any Buyer Related Party that conducts an environmental inspection of the Property shall also provide evidence of environmental liability insurance of not less than One Million Dollars (\$1,000,000.00). All such insurance coverage must: (x) be primary and any insurance maintained by Seller will be excess and noncontributory; (y) 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 will not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever); and (z) not contain any exclusions for "insured versus insured" claims with respect to any potential claim by Seller against Buyer. The insurance certificate for each policy must also provide that coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller; *provided, however*, if the insurer

will not provide such notification to Seller, then Buyer must notify Seller in writing at least thirty (30) days prior to any material change detrimental to Seller, non-renewal or the cancellation of any such policy.

(c) No Waste, Liens or Interference; Indemnity and Survival. From the Effective Date until Closing, Buyer shall commit no waste on the Seller Property, shall not perform any vertical construction work, and shall not create or allow any construction, mechanics or materialmen's liens or any other liens to be filed against any portion of the Seller Property. In furtherance thereof, Buyer shall indemnify, defend and hold harmless Seller for, from and against any and all Claims (as defined herein) incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to Seller Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer Related Parties in connection with Buyer's tests or inspection of the Real Property. Buyer agrees to repair any and all damage caused to Seller Property due to Buyer's entry thereon and otherwise to restore Seller Property to its original condition before such entry. Buyer shall indemnify, defend and hold Seller and the Seller Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of action, 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. The obligations of Buyer under this Section 4.5 will survive Closing or earlier termination of this Agreement.

4.6 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, on or 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 terminate this Agreement on or before the expiration of the Review Period, Buyer shall send a written disapproval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Disapproval Notice"). If Buyer fails to send a Disapproval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to proceed to Closing. If this Agreement is terminated as provided in this Section 4.6, 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. Upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.7 Property Segregation.

(a) Segregation Application. As of the Effective Date, the Parties acknowledge and agree the depiction attached on Exhibit A-2 constitutes the approved site plan ("Approved Site Plan") for the segregation of the Seller Property to include at a minimum the Real Property. Promptly following the expiration of the Review Period and not later than thirty (30) days thereafter, Seller shall, at Seller's sole cost and expense, prepare and submit to Buyer for Buyer's approval a complete application including certificates of exemption (if applicable), or certificates of approval (if applicable), for a lot line adjustment, boundary line adjustment, short plat, long plat, binding site plan, or other subdivision mechanism (as required by the relevant Governmental Authority) to create a new legally conveyable lot, parcel, or tract (consisting of not less than the Real Property) that adjusts the existing boundaries of the Seller Property to coincide with those depicted in the Approved Site Plan (the "Segregation Application"). Following Buyer's receipt of the Segregation Application and not later than ninety (90) days from the expiration of the Review Period, the Parties shall in good faith, using commercially reasonable efforts finalize the Segregation Application. Once approved by the Parties, the Segregation Application will constitute the "Approved Segregation Application". If the Segregation Application is not approved by the Parties within ninety (90) days from the expiration of the Review Period, either Party may terminate this

Agreement by giving written notice of termination to the other Party and Escrow Agent, in which case Buyer shall receive a refund of the Earnest Money (less the Nonrefundable Portion, if any, which shall be disbursed to Seller).

(b) Submission of Approved Segregation Application Following the Parties mutual approval of the Approved Segregation Application, Seller shall take all actions necessary to cause the Approved Segregation Application to be finalized and approved with all relevant Governmental Authorities, and thereafter to be filed or recorded in the official records of the County (“Segregation Plan”), with no Unanticipated Approval Conditions (as defined herein) other than those approved by Buyer in writing (the “Subdivision Contingency”). Buyer shall reasonably cooperate (at no cost to Buyer) with Seller and take all actions reasonably necessary to assist Seller in Seller’s efforts to complete the Segregation Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Segregation Plan. Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved Segregation Application and Segregation Plan, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Segregation Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved Segregation Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved Segregation Application or this Agreement (each, an “Unanticipated Approval Condition”), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, which determination must be made within ten (10) Business Days of receipt from Seller of such Unanticipated Approval Condition, that (I) the applicable Governmental Authority is unwilling to approve the Segregation Plan without the Unanticipated Approval Condition or (II) such Unanticipated Approval Condition will have a material and adverse impact on Buyer’s Project (as defined in Section 4.8), Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer (less the Nonrefundable Portion, if any, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Segregation Plan Costs and Fees. Upon Closing, Seller and Buyer shall be responsible for a one-half (1/2) share of the actual, reasonable, documented out-of-pocket costs incurred by Seller (with respect to Buyer, up to a maximum of \$25,000) reasonably related to Seller’s development and processing of the Approved Segregation Application and the recording of the Segregation Plan (the “Segregation Costs”). Buyer shall be responsible for all costs, fees, and expenses associated the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the portion of the Seller Property to-be-retained by Seller at Closing. Upon Closing, Buyer shall be responsible for all reasonable and foreseeable costs, fees, and expenses associated with the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the Real Property and Buyer’s Project.

4.8 Entitlements. As used in this Agreement: the term (i) “Project” means Buyer’s construction of a building enclosure materials manufacturing facility on the Real Property, in a manner and design acceptable to Buyer, in its sole discretion; (ii) “Final Approval” means the final, binding approval of the Project by all applicable Governmental Authorities and the expiration of any appeal periods relating to such approvals; and (iii) “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 reasonable discretion, deems necessary or advisable in order to develop the Project. Seller (at no cost to Seller) shall cooperate with Buyer and take all actions reasonably necessary to assist Buyer in Buyer’s efforts to obtain Final Approval of the

Entitlements (including during the Review Period, if requested by Buyer), including, without limitation, executing applications and any other documents required to be executed by the owner of the Property; *provided, however*, that no such applications or other documents may encumber the Property until: (y) Closing; or (z) any earlier date consented to by Seller, in its sole discretion. Following the Effective Date, the submission and processing of the Entitlements will be at the sole control and direction of Buyer and Buyer shall pay for all costs associated with obtaining the Entitlements.

4.9 Entitlement Period. 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 ninety (90) days after the expiration of the Review Period; or (ii) five (5) Business Days after Buyer has received Final Approval of the Entitlements.

4.10 Termination Prior to Expiration of Entitlement Period. Buyer may terminate this Agreement prior to the expiration of the Entitlement Period if Buyer, in its reasonable discretion, determines that it will not be able to undertake the Project in a manner acceptable to Buyer by providing written notice of termination to Seller and Escrow Agent (the “Entitlements Disapproval Notice”) prior to the expiration of the Entitlement Period. If Buyer fails to send the Entitlements Disapproval Notice to Seller and Escrow Agent by the expiration of the Entitlement Period, Buyer will be deemed to have elected to proceed to Closing. If this Agreement is terminated pursuant to this Section 4.10, Escrow Agent shall immediately disburse the Earnest Money to Buyer (less the Nonrefundable Portion, if any, which shall be remitted to Seller) and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.11 Rail Spur Easement. The Parties acknowledge and agree that Buyer’s anticipated use of the Real Property on and after Closing is dependent on access to the rail line currently located on Seller’s retained property (south of the Real Property). Seller is willing to grant Buyer a perpetual, exclusive, and appurtenant easement across a portion of Seller’s retained property, in the approximate location of the track depicted on Exhibit A-2, for vehicular and commercial freight rail car ingress and egress across existing track and for the installation, maintenance, repair, and replacement of new railroad track and related and customary appurtenances necessary to provide rail service to the Real Property (the “Rail Spur Easement”). The Parties agree (i) to negotiate a commercially reasonable form of Rail Spur Easement and (ii) to reasonably determine the magnitude of the Easement Consideration, if applicable, during the Review Period and, upon mutual agreement on the form of Rail Spur Easement and the Easement Consideration, if applicable, to amend this Agreement no later than the Closing Date to integrate the approved form of Rail Spur Easement as Exhibit E and to memorialize the Easement Consideration, if applicable. If, on or prior to the expiration of the Review Period, the Parties fail to agree on the Rail Spur Easement and the Easement Consideration, if applicable, then this Agreement shall terminate. In addition, Seller agrees to reasonably cooperate (at no cost to Seller) with Buyer from the Effective Date until one (1) year after the Closing Date in connection with Buyer’s attempts to acquire such additional easements, approvals, or consents from Spokane County and the State of Washington for its use of any County- or State-owned or operated railroad track providing a connection between the Rail Spur Easement and the Burlington Northern Santa Fe Railway Company depot in Cheney, WA, to the extent such additional easements, approvals, or consents are required by any Governmental Authority in connection with Buyer’s Project. If this Agreement is terminated as provided in this Section 4.11, 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.

5. Conditions Precedent.

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

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

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

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

(d) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7; and

(e) Seller shall have satisfied the Approval Conditions (as defined in Section 5.2) and delivered written confirmation thereof to Buyer.

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

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

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

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

(c) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7; and

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of (i) Seller's Airport Board, (ii) the City of Spokane, and (iii) 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 shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Sections 5.2(c) and 5.2(d) (the

“Approval Conditions”) to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

6. Closing.

6.1 Closing Date. The closing (“Closing”) of the purchase and sale transaction contemplated in this Agreement will occur on the earlier of (i) thirty (30) days following the expiration of the Entitlement Period, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date as mutually agreed to by the Parties (the “Closing Date”). Notwithstanding anything herein to the contrary, if Closing does not occur on the Closing Date due to the failure of the Approval Conditions, Seller’s failure to satisfy the Approval Conditions shall not be considered a Seller Default and the Closing Date shall be extended thirty (30) days (the “Extended Closing Date”); however, if Seller does not satisfy the Approval Conditions by the Extended Closing Date, Seller’s failure to satisfy the Approval Conditions shall not be considered a Seller Default and Buyer may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to Seller 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; (b) the Earnest Money shall be promptly refunded to Buyer (including the Nonrefundable Portion); and (c) Seller shall reimburse Buyer for all out of pocket expenses incurred from the Effective Date until termination in an amount not to exceed \$25,000.

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. Buyer shall be responsible for all recording fees associated with recording the Deed (as defined in Section 6.4(a)(1)), Avigation Easement (as defined in Section 6.4(b)(3)), and Rail Spur Easement (as defined in Section 4.11), if applicable. Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in the County.

(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 the 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.

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

(e) 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.

(f) 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.

(g) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in the County. 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 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”).

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

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

(6) An original duly executed and acknowledged Rail Spur Easement, in the form attached to this Agreement as Exhibit E.

(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:

Funds.

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

- (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, but only if the Title Report Buyer obtained with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole discretion.

- (4) An original duly executed and acknowledged Rail Spur Easement, in the form attached to this Agreement as Exhibit E.

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

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

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

- (2) Record the Deed, the Avigation Easement, and the Rail Spur Easement, if applicable, in that order.

- (3) Deliver the balance of the Purchase Price plus the Easement Consideration, if applicable, in Current Funds to Seller, net of Seller’s costs, fees, and prorations.

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

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

7. Representations and Warranties of Seller. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from 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 six (6) 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 approval described in Section 5.2(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.

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

7.5 FAA Release. Seller has obtained 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”).

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 six (6) 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, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer’s deliverables as provided in Section 6.4(b) of 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 and the Easement Consideration, if applicable, at Closing are from sources operating under, and in compliance with, all federal, state and local laws, statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its directors, 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, rulings, 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; Acknowledgement.

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 (AS MAY BE DISCLOSED IN THE DILIGENCE MATERIALS OR IN THE PUBLIC DOMAIN) 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, INCLUDING, BUT NOT LIMITED TO, BUYER’S PROJECT, (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.

(c) Buyer acknowledges and agrees that it is possible that unknown problems, conditions or claims may exist with respect to the Property and agrees that Buyer explicitly took such into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown problems, conditions or claims, was given in exchange for a full accord, satisfaction and discharge of all such problems, conditions, losses and Claims and all rights of contribution and indemnity.

Seller's Initials: LOKBuyer's Initials: DS
TK

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, 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 connection herewith 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 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 D. Buyer further agrees that any and all information discovered by Buyer, including such information available in the public domain, 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.

9.4 Acknowledgement of Order. Buyer acknowledges receipt and review of the *Enforcement Order*, No. DE 22584, dated effective as of March 29, 2024 (“Order”), with respect to certain Seller real property. Buyer further acknowledges and agrees that pursuant to Section 8.14 of the Order, Seller has an affirmative obligation to provide a copy of the Order to any prospective purchaser, lessee, transferee, assignee or other successor in said interest with respect to the Site (as defined therein and generally depicted on Exhibit A thereof). Buyer acknowledges and agrees Seller makes no representation, warranty or covenant in respect of the Property being subject to the Order. Following the Effective Date, if Buyer and/or Seller receive written notice from the Department of Ecology notifying such party that the Order imposes certain rights and obligations in respect of the Property, Buyer and/or Seller (as the case may be) shall immediately notify such other party. Upon closing of the transactions contemplated by this Agreement, Buyer agrees to comply with the terms of the Order, if the Department of Ecology makes a determination that such Order encumbers the Property. The provisions of Section 9.4 will survive the Closing.

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.

10.2 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 the FAA’s positive determination, prior to constructing any facility or feature on the Property in respect of Buyer’s Project.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the

end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been, or may thereafter be, made for such taking.

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

Seller's Initials: LJK Buyer's Initials ds
TK

13. **Default by Seller: Remedies.** Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

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

14. **Brokerage.** Each of Seller and Buyer represents and warrants to the other that it has not dealt with any brokers, finders, or agents with respect to the transaction contemplated hereby except for

Century Pacific, whose commission of two percent (2%) of the Purchase Price shall be paid by Seller. Each Party agrees to indemnify, defend, and hold harmless the other Party, its successors, assigns, and agents, from and against the payment of any commission, compensation, loss, damages, costs, and expenses (including without limitation attorney fees and costs) incurred in connection with, or arising out of, claims for any broker's, agent's, or finder's fees of any person claiming by or through such party. The obligations of Seller and Buyer under this Section 14 will survive the Closing and/or the termination of this Agreement.

15. Miscellaneous.

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

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

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

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

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

If to Buyer: Runway Property Holding Co., LLC
310 Quadral Drive
Wadsworth, OH 44281
Attn: Nick Randjelovic
Attn: Todd Jackson
Email: nrandjelovic@soprema.us
Email: tjackson@soprema.us
Fax: (330) 334-4289

with a copy to: Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104
Attn: Matthew LeMaster
Email: matthewlemaster@dwt.com
Fax: (206) 757-8077

If to Escrow Agent: Spokane County Title
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Keith Newell
Email: keith@spokanetitle.com

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 six (6) 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 Buyer notifies Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives 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 one percent (1%) 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., 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.

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 the 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 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 an Affiliated Entity in which Buyer or its principals hold a majority ownership interest and 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. For purposes of this Agreement, “Affiliated Entity” shall mean any entity which is (i) wholly owned by a party or by a parent of a party, (ii) any entity

in which a party or a parent of a party has an equity interest and is a general or managing partner/member or (iii) any entity which is under common control and ownership with a party or a by a parent of a party.

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 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 Party. 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. Subject to Chapter 42.56 RCW, the provisions of this Section shall survive the Closing or any termination of this Agreement. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that this Agreement and the transactions contemplated hereby shall be subject to public communication and disclosure prior to Closing by the Seller, the City of Spokane, and Spokane County and in connection with the conditions set forth in Section 5.2(d). Seller and Buyer acknowledge and agree that the State of Washington is a disclosure state and that upon closing the transaction, the REETA will disclose the Purchase Price paid by Buyer for the Real Property as a matter of public record.

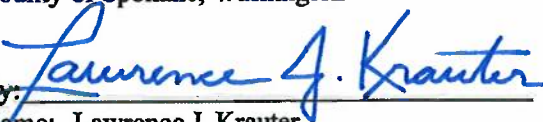
15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by 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 this Agreement to be effective 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:

RUNWAY PROPERTY HOLDING CO., LLC,
a Washington limited liability company

By: 
Name: Tim Kersey
Its: Authorized Representative

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the 10th day of June, 2024. 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 Code, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: Keith S. Newell
Name: KEITH S. NEWELL
Title: ESCROW MANAGER

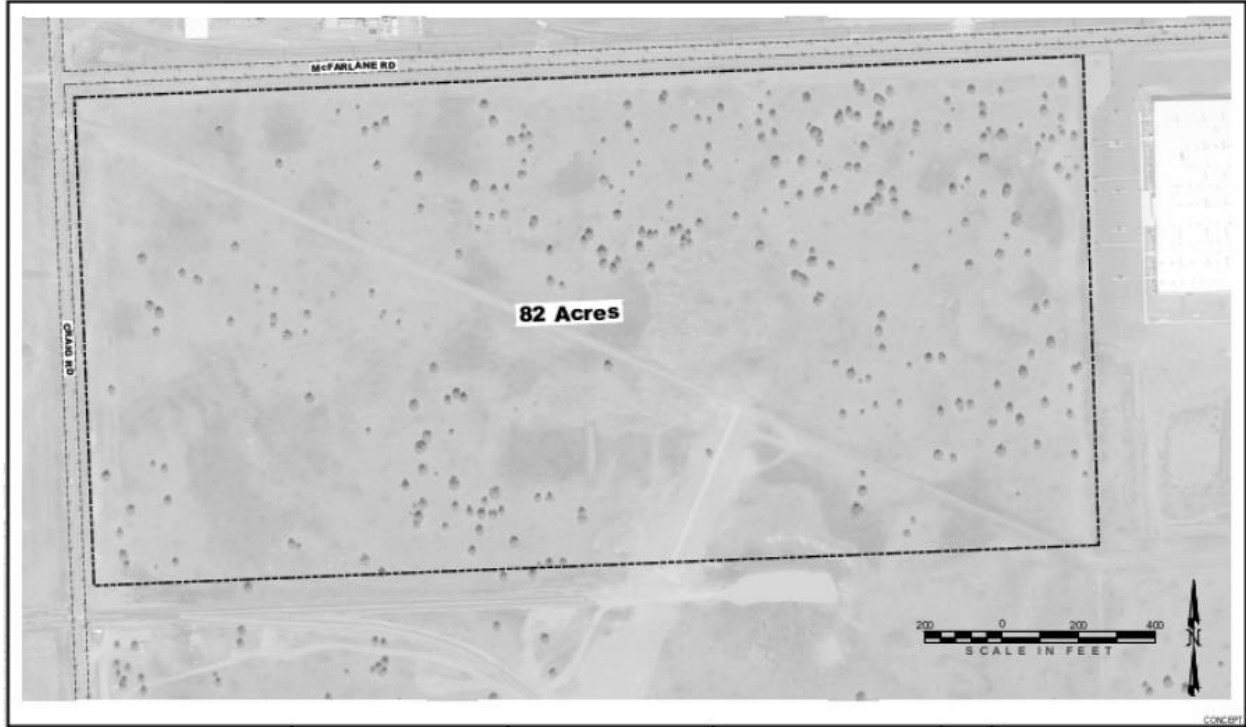
EXHIBIT A-1
LEGAL DESCRIPTION OF SELLER PROPERTY*

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

15355.9007

**Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as the new Exhibit A-1 to this Agreement without further amendment hereto.*

EXHIBIT A-2
DESCRIPTION AND DEPICTION OF REAL PROPERTY**



***The Real Property is a portion of the Seller Property and is comprised of the land generally depicted herein. The final legal description for the Real Property shall be determined by the Segregation Plan. Once the Segregation Plan is filed or recorded in the official records of Spokane County and the Subdivision Contingency is satisfied, the Parties shall execute an amendment to this Agreement to incorporate a new Exhibit A-2 that includes the legal description and a depiction of the new parcel created by the Segregation Plan.*

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Attn: _____

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[●]
ABBREVIATED LEGAL DESCRIPTION:	[●]
ASSESSOR'S PARCEL NO.:	[●]

BARGAIN AND SALE DEED

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

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

DATED effective the ____ day of _____, 20____.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
BARGAIN AND SALE DEED

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

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

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 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

[To be inserted.]

EXHIBIT C
FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Shaun T. Greer

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[●]
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 [●], a [●] ("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 [●] acres located generally at [●] 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]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Easement as of the Effective Date.

[Insert SPE signature block]

STATE OF _____)
County of _____) ss.

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)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO THE BUYER: RUNWAY PROPERTY HOLDING CO., LLC, a Washington limited liability company

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY EIGHTY-TWO (82) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST MCFARLANE ROAD AND EAST OF SOUTH CRAIG ROAD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE “PROPERTY”) AS LEGALLY DESCRIBED IN EXHIBIT A-1 ATTACHED TO THIS AGREEMENT. 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. 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 THE PROPERTY, BUYER IS 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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"/> | <input checked="" type="checkbox"/> |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property? | <input type="checkbox"/> | <input checked="" 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"/> | <input checked="" type="checkbox"/> |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *F. Has the Property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *G. Has the Property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

EXHIBIT E
FORM OF RAIL SPUR EASEMENT

[RESERVED--TO BE NEGOTIATED AND AGREED UPON NO LATER THAN THE EXPIRATION
OF THE REVIEW PERIOD.]

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/25/2024

Clerk's File #

RES 2024-0094

Cross Ref #**Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

LARRY 6715

Requisition #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY ACQUISITION

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcels 24063.0102 and 24063.0510.

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net
Council Sponsor(s)	Council President Wilkerson and Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Airport's Joint Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: 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.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <p>N/A, acquisition of property</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?

N/A, acquisition of property

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

N/A, acquisition of property

- 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, acquisition of property

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The Spokane Airport Board reviewed and approved the property acquisition on Aug. 22, 2024

City Resolution No: RES 2024-0094
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
ACQUIRE PROPERTY IDENTIFIED AS)
SPOKANE COUNTY ASSESSOR)
PARCELS 24063.0102 AND 24063.0510)

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 acquisition of (i) Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County (“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 acquire 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 acquire the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2024.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2024.

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 AUGUST 30, 2024,
BY AND BETWEEN SPOKANE AIRPORT AND WEST PLAINS DEVELOPMENT, L.L.C.

**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 30th day of August, 2024 (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 (“Buyer”), and WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company (“Seller”). Seller and Buyer may be referred to collectively as the “Parties” and individually as a “Party” in this Agreement.

Seller is the owner of the following (collectively, the “Property”):

A. Fee simple title to (i) tax parcel 24063.0102 consisting of approximately 5.256 acres and (ii) tax parcel 24063.0510 consisting of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the city of Spokane (“City”), Spokane County (“County”), Washington (“State”), as more particularly bounded and legally described on Exhibit A-1 attached hereto (the “Real Property”), including, but not limited to, 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;

B. All improvements owned by Seller, if any, on the Real Property;

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

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

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

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

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

2. Earnest Money. Prior to the Effective Date, Buyer deposited with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) (“Escrow Agent” or “Title Company”) the sum of Five Thousand Dollars (\$5,000.00) 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). As of the Effective Date, the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent, at the option of Buyer, may deposit the Earnest Money in an interest-bearing account in order to accrue interest earned on the Earnest Money for the account of Buyer. 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. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (defined in Section 6.1), Escrow Agent shall apply the Earnest Money toward the Purchase Price.

3. Purchase Price. The purchase price for the Property is Two Hundred Fifty Seven Thousand Dollars (\$257,000.00) (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 as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, "Current Funds" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Title Report. Prior to the Effective Date, Escrow Agent delivered a commitment for the Title Policy (as defined in Section 6.3(b)) to Buyer, together with copies of all underlying title exception documents referred to in Schedule B of the commitment (the commitment and the underlying title exception documents are collectively referred to in this Agreement as the "Title Report").

4.2 Title Report Review. As of the Effective Date, Buyer has reviewed the Title Report and all of the underlying title documents specifically referenced therein. Except for such matters as herein provided, all matters shown in the Title Report are hereby deemed to be Permitted Exceptions. The term "Permitted Exceptions" includes 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; or any exceptions caused by Buyer or Buyer's Agents. Notwithstanding the foregoing, 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.

4.3 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Property (the "Survey").

4.4 Review of Diligence Materials. Prior to the Effective Date, Seller provided Buyer (or made 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 4.5(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.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, representatives, 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 4.5(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, *provided*, however, that Buyer’s indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and *further provided* that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damages caused to the Property due to Buyer’s or Buyer’s Agents entry thereon and otherwise to restore the Property to the Property’s original condition before such entry. The obligations of Buyer under this Section 4.5 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.

4.6 Approval of Due Diligence Inspections and Title Review. Notwithstanding Buyer's rights in this Section 4 to conduct inspections of the Property and to review the Current Diligence Materials, the Title Report, the Survey, and such other Property matters as Buyer, in its discretion, may obtain as provided herein, Buyer acknowledges and agrees that such access and right to inspect the Property and review the Current Diligence Materials is provided solely as a courtesy to Buyer to facilitate its acquisition of the Property. By its execution of this Agreement, Buyer hereby acknowledges and agrees that as of the Effective Date it is satisfied with all aspects of its investigation of the Property.

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) Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied.

If any of the conditions delineated in Section 5.1(a), 5.1(b) or 5.1(c) are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer; *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. Buyer shall use commercially reasonable efforts to cause the conditions set forth in Section 5.1(d) (the "Approval Conditions") to be

satisfied (which Buyer affirmatively cannot waive whether orally or in writing) on or before Closing.

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;

If any of the foregoing conditions are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages.

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) November 27, 2024, or (ii) provided that the Approval Conditions have been satisfied, and the satisfaction or waiver of all contingencies under this Agreement, on such earlier date as mutually agreed to by the Parties. Notwithstanding anything herein to the contrary, if Closing has not occurred by November 27, 2024 due to the failure of the Approval Conditions, *provided, however*, that Buyer's failure to satisfy the Approval Conditions shall not be considered a Buyer 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 (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer.

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 sale transaction contemplated in this Agreement, if applicable to Seller. Buyer shall be responsible for all recording fees associated with recording the Deed. 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 any title exception previously objected to by Buyer to Seller, 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 Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller 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 Seller 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, such that Buyer will be deemed the owner of the Property as of 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 6.3(g).

(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) An original 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 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").

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

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

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

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

(2) A duly executed and completed REETA.

(3) 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.

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

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

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

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase “to Seller’s knowledge” as used in this Section 7 means the actual present knowledge of Thomas B. Tilford, acting solely in his capacity as the Business Manager 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 one (1) year.

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. 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 Anti-Terrorism Laws. Seller, nor any of its directors, 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, rulings, 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).

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 one (1) year.

8.1 Power and Authority. Subject to obtaining the approvals described in Section 5.1(d), Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer’s deliverables as provided in Section 6.4(b) of 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 Laws. 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. Buyer, nor any of its shareholders, officers or directors, is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws.


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: 

Buyer's Initials: 

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 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 C. 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 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.

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

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

Seller's Initials: 

Buyer's Initials: 

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

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

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof,

which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the Parties under this Section 14 will survive Closing.

15. Miscellaneous.

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

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

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person, (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 Buyer: Spokane International Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: lkrauter@spokaneairports.net

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

If to Seller: West Plains Development, L.L.C.
Attn: Thomas B. Tilford
5308 S. Saint Andrews Lane
Spokane, WA 99223
Email: ttilford@gmail.com

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

If to Escrow Agent: Spokane County Title
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Keith Newell
Email: keith@spokanetitle.com

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 one (1) year (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 Sixteen Thousand Five Hundred Dollars (\$16,500). 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 and 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 the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

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

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

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

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

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

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

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

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. Subject to Chapter 42.56 RCW, the provisions of this Section shall survive the Closing or any termination of this Agreement. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that this Agreement and the transactions contemplated hereby shall be subject to public communication and disclosure prior to Closing by the Buyer, the City of Spokane, and Spokane County and in connection with the conditions set forth in Section 5.1(d). Seller and Buyer acknowledge and agree that the State of Washington is a disclosure state and that upon closing the transaction, the REETA will disclose the Purchase Price paid for the Real Property as a matter of public record.

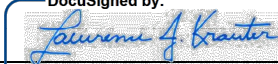
15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by 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.

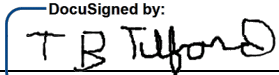
BUYER:

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

DocuSigned by:

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

SELLER:

WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

DocuSigned by:

By: _____
Name: Thomas B. Tilford
Its: Business Manager

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the ____ day of _____, 2024. 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.

SPOKANE COUNTY TITLE

By: _____
Name: _____
Title: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF REAL PROPERTY

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

APN: 24063.0102

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 25, GARDEN ACRES, AS PER PLAT RECORDED IN VOLUME "E" OF PLATS,
PAGE 86;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 24063.0510

LEGAL DESCRIPTION: PARCEL "E"
(Prepared by Surveyor)

That portion of Block 34 of Garden Acres according to plat recorded in Volume E, Page 86 of plats,
Spokane County, Washington, lying north of 59th Avenue;

Containing approximately 1 acre.

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

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:	BARGAIN AND SALE DEED
GRANTOR:	WEST PLAINS DEVELOPMENT, L.L.C.
GRANTEE:	SPOKANE AIRPORT
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	[*]

BARGAIN AND SALE DEED

The grantor, WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to 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, 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, (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.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
BARGAIN AND SALE DEED

DATED effective the ____ day of _____, 20__.

GRANTOR:

WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

By: _____
Name: Thomas B. Tilford
Its: Business Manager

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 20__, before me personally appeared Thomas B. Tilford, to me known to be the Business Manager of WEST PLAINS DEVELOPMENT, L.L.C., the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Bargain and Sale Deed
Legal Description

[To be inserted.]

EXHIBIT C
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO THE BUYER: SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY 6.256 ACRES LOCATED GENERALLY NORTH OF WEST 59TH AVENUE, WEST OF SOUTH CENTER ROAD AND EAST OF SOUTH HAYFORD ROAD AT THE SOUTH SIDE OF U.S. HIGHWAY 2, EAST OF SOUTH SPOTTED ROAD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE “PROPERTY”) AS LEGALLY DESCRIBED IN EXHIBIT A-1 ATTACHED TO THIS AGREEMENT. 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. 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 BUYER IS 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?	<input type="checkbox"/>	<input type="checkbox"/>	X
*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?	<input type="checkbox"/>	X	<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"/>	<input type="checkbox"/>	X

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.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/3/2024

Clerk's File #

RES 2024-0095

Cross Ref #

ORD C36591

Project #**Council Meeting Date:** 10/14/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON X6714

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON BWILKERSON ZZAPPONE

Agenda Item Name

0320 - RESOLUTION SUPPORTING CITY OF SPOKANE PROPOSITION 1

Agenda Wording

A Resolution stating the Spokane City Council's support for City of Spokane Proposition 1 entitled, "COMMUNITY SAFETY SALES TAX," submitted by the Spokane City Council for the November 5, 2024 General Election

Summary (Background)

A resolution stating the Spokane City Council's support for the City of Spokane Proposition 1, entitled "Community Safety Sales Tax" that will be sent to the voters on the November 5 ballot. If approved, this proposition would allow a 1/10th of 1% Community Safety Sales Tax to fund new investments for Spokane Fire, Spokane Police, Municipal Court and the Office of Police Ombuds.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	Dillon, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Supporting City of Spokane Proposition 1
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>A resolution stating the Spokane City Council’s support for the City of Spokane Proposition 1, entitled “Community Safety Sales Tax” that will be sent to the voters on the November 5 ballot. If approved, this proposition would allow a 1/10th of 1% Community Safety Sales Tax to fund new investments for Spokane Fire, Spokane Police, Municipal Court and the Office of Police Ombuds.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This Resolution of support does not have a fiscal impact. It does support a proposition, that if approved by the voters, would result in revenue for the City.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <p>N/A – The resolution of support does not have an impact to historically excluded communities.</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?
N/A – No data will be collected as this is a resolution of support.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
No data will be collected as a result of the resolution of support.
- 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 public safety sales tax is necessary to fund essential public safety services to the residents of the City of Spokane.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
This resolution was not submitted to a council subcommittee for review. It is a council action supporting a ballot measure.

RESOLUTION NO. 2024-0095

A Resolution stating the Spokane City Council's support for City of Spokane Proposition 1 entitled, "COMMUNITY SAFETY SALES TAX," submitted by the Spokane City Council for the November 5, 2024 General Election

WHEREAS, on July 22, 2024, the Spokane City Council voted to place a measure on the November 5, 2024 ballot which, if approved, would allow a 1/10th of 1% Community Safety Sales Tax to fund new investments for Spokane Fire, Spokane Police, Municipal Court and the Office of the Police Ombuds; and

WHEREAS, Proposition 1 would support the Spokane Fire Department by replacing outdated fire engines in order to maintain swift and reliable responses to emergency calls while making critical station repairs and purchase new equipment; and

WHEREAS, Proposition 1 would support the Spokane Police Department by hiring new police officers to relaunch the neighborhood resource officer program while investing in robust traffic enforcement to ensure safety for all transportation users; and

WHEREAS, Proposition 1 ask voters to allocate \$1 for every \$1,000 spent on certain personal, recreational and maintenance services to support important public safety measures; and

WHEREAS, proposition 1 excludes groceries, prescription drugs and rent from the 1% tax, thereby ensuring minimal impact on individual consumers when purchasing essential goods; and

WHEREAS, this levy is estimated to raise approximately \$4.3M in 2025 and approximately \$6.5M in 2026 and annually thereafter for the City of Spokane for important public safety investments to offset the negative effect of City Of Spokane budget deficits; and

WHEREAS, the Spokane City Council supports Proposition 1 as an important investment in the Spokane community;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support for CITY OF SPOKANE PROPOSITON 1 entitled, "COMMUNITY SAFETY SALES TAX".

Adopted by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/6/2024

Clerk's File #

ORD C36571

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

TIMOTHY 6218

Requisition #

Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

0500 BNSF RAILWAY COMPANY FRANCHISE AGREEMENT

Agenda Wording

An Ordinance Granting to BNSF Railway Company, a Delaware Corporation, a Franchise Agreement for the right to construct, maintain, and operate a railway within certain described limits of the City of Spokane for a period of twenty-five (25) years.

Summary (Background)

BNSF has been operating their railway through Spokane area before the State of Washington was created. The main railroad lines operating through the City of Spokane were granted their right of way access by the federal government. The proposed franchise updates the existing spurs tracks locations that are still operated and maintained by BNSF in the City. The term of the franchise is 25 years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

jeliason@spokanecity.org

kpicanco@spokanecity.org

mnilsson@spokanecity.org

ebrown@spokanecity.org

mfeist@spokanecity.org

kbustos@spokanecity.org

cbaird@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	Council President Betsy Wilkerson & Councilman Michael Cathcart,
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 minutes
Agenda Item Name	Burlington Northern Santa Fe Railroad Company
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>BNSF has been operating their railway through Spokane area before the State of Washington was created. The main railroad lines operating through the City of Spokane were granted their right of way access by the federal government. In 2023 BNSF and the City begin discussions on renewing two expired franchises that involved to spur tracts that were built after the City of Spokane was formed. A GIS review of the spur track locations showed that a few of the spur tracks had been removed over the past decades. The proposed franchise updates the existing spurs tracks locations that are still operated and maintained by BNSF in the City.</p> <p>The term of the franchise is 25 years.</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost: <u>No Fiscal Impact to the City of Spokane. Could receive utility tax.</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: No expenditure to the City of Spokane. BNSF did pay a \$3,000 franchise application fee.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts Obtaining Obstruction Permits for the installation of fiber.	
What impacts would the proposal have on historically excluded communities? No known impacts.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The franchise agreement pertains to railroad spur tracks that have been in place for over 50 years.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There will be review/oversight by city individuals for the permits issued for the work in the public right of way.	

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 proposed franchise is in compliance with right of way policies and the Spokane Municipal Code.

ORDINANCE NO. C36571

AN ORDINANCE GRANTING TO BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, A FRANCHISE AGREEMENT FOR THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE A RAILWAY WITHIN CERTAIN DESCRIBED LIMITS OF THE CITY OF SPOKANE FOR A PERIOD OF TWENTY-FIVE (25) YEARS.

WHEREAS, the City of Spokane adopted Ordinance No. 395 in 1911 granting the Northern Pacific Railway Company the right and franchise to construct, maintain, and operate a railway within the City of Spokane for 50 years; and

WHEREAS, the City adopted Ordinance No. 21745 in 1972 granting Burlington Northern Inc. a franchise that authorized the construction, operation, and maintenance of a railway within the City of Spokane for a 25-year period; and

WHEREAS, the term of the franchise expired in 1997; and

WHEREAS, ownership of the railway has been transferred to BNSF Railway Company, a Delaware corporation; and

WHEREAS, BNSF Railway Company has requested a new agreement for a period of twenty-five (25) years granting the right and franchise to construct, maintain, and operate a railway within the City of Spokane.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1. The terms and provisions of Ordinance No. 21745 related to the granting of the right and franchise to construct, maintain, and operate a railway is hereby superseded and replaced by the terms and provisions set forth in this ordinance.

Section 2. The City hereby grants to BNSF Railway Company, a Delaware corporation (hereafter "Grantee"), and to Grantee's successors and assigns, and to any assignee of the railway rights as permitted in this ordinance, the right, privilege, franchise and authority, for and during the period of twenty-five (25) years from the effective date of this ordinance and subject to all the conditions and provisions hereof, to construct, maintain, and operate a railway in streets and other public thoroughfares of the City of Spokane (hereafter "City"), whose boundaries, in whole or in part, may now or hereafter be included within the City limits. The location of such railway facilities is described in Exhibit A and further described as follows:

2.1 a railroad switching-lead track in and along Alki Avenue and across Fiske Street, Greene Street, Ralph Street, Thor Street, Ferrall Street, Freya Street, Sycamore Street, Rebecca Street, and Julia Street; and

2.2 a railroad spur track in and along Alki Avenue and across Ralph Street; and

2.3 a railroad spur track in and along Alki Avenue and across Rebecca Street and in the center lines of which are described substantially as follows:

Beginning at a point in the west line of Fiske Street extended distant 18 feet north from the south line of Alki Avenue; thence east parallel with said south line to a point of curve extended between Rebecca and Julia Streets; thence easterly and northeasterly on a 15-degree curve to the left to a point the north line of Alki Avenue.

Also, beginning at a headblock in the first-described center line distant approximately 110 feet from the west line of Ralph Street; thence easterly along a reverse curve to the right and left to a point in the east line of Ralph Street distant approximately 5 feet south from the south line of Alki Avenue.

Also, beginning at a headblock in the first-described center line distant approximately 65 feet west from the west line of Rebecca Street; thence easterly on a reverse curve to the right and left approximately 175 feet to a point of tangent distant approximately 3 feet north from the south line of Alki Avenue; thence east parallel with said south line to a point distant approximately 40 feet east from the west line of Julia Street extended.

Section 3. Grantee shall comply with all applicable City standards for road surface smoothness. Whenever Grantee, in the exercise of the rights granted by this ordinance, or any of them, shall disturb or obstruct the surface and/or subsurface of any street or other public thoroughfare or any public or quasi-public utility lines, poles, mains or similar improvements, the Grantee shall, as soon as is reasonably practicable, restore the same to as good of condition as existed before such disturbance. If such repairs or restoration is not completed within ninety (90) days, the City shall provide to Grantee at least twenty (20) days' advance written notice of the City's deadline for completion of said work. If Grantee does not meet the deadline or receive City approval of Grantee's written action plan setting forth justification for additional time, the City shall have the right to cause such repairs or restoration to be made and Grantee hereby agrees to pay to the City all reasonable and necessary costs for such repair or restoration upon receiving written documentation and notification from the City.

Section 4. The construction, maintenance, and operation of any such railway under the franchise granted by this ordinance shall not preclude the City, its accredited agents, or its contractors from blasting, tunneling, grading or doing other necessary work for the maintenance and/or installation of public utilities (including those installed by quasi-public bodies) and/or the construction, repair and maintenance of streets or other public thoroughfares contiguous to Grantee's railway, provided the City shall give Grantee not less than fourteen (14) days' prior notice, or in the event of an emergency not less than twenty-four hours' prior notice, in writing, of said blasting, excavating or other similar work so that Grantee may protect their railway and other property. The City shall repair and

restore any railroad facilities that may be damaged by the work authorized by this Section 4.

Section 5. The Grantee accepts this franchise and all rights conferred hereunder for the use and occupation of any portion of the City's streets or other thoroughfares, to construct, maintain and operate a railway.

Section 6. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns and independent contractors of the Grantee, and all privileges of the Grantee shall inure to its successors, assigns and such contractors equally as if they were specifically mentioned wherever the Grantee is mentioned.

Section 7. All provisions or conditions herein enumerated shall be deemed to be automatically amended to comply with and conform to any future amendment or other change in any state law of Washington affecting such enumerated provision or condition.

Section 8. The Grantee and the City each covenant to indemnify and save harmless the other party from all claims, actions, liabilities, obligations, or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation, or property by reasons of any negligent acts or omissions, or faulty construction, defective material or equipment operation resulting from the improper construction, maintenance, repair or operation of Grantee's railway or City's right of way. In any suit or action that is brought against the City or Grantee arising out of or by reason of any of the above-mentioned causes, the indemnifying party will, upon notice of the commencement of such action, defend the same at its sole cost and expense. In the event that judgment is rendered against the indemnified party in such suit or action, the indemnifying party will fully satisfy said judgment. In the event of concurrent negligence, each party shall be responsible for its proportional share of liability.

Section 9. Insurance.

9.1. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantee has permission to self-insure the above general liability requirement.

9.2. For liability determined by governing judicial proceedings to be the responsibility of Grantee, Grantee's insurance policy or self-insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, Grantee shall provide a letter of self-insurance that will be good for the term of the agreement.

Section 10. If any provision of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

Section 11. All notices, requests, demands, and other communications required by this ordinance will be in writing and be delivered to the parties at the following addresses or such other address that a party may designate by written notice to the other party from time to time:

If to City:
City of Spokane
Attn: Public Works Department
808 West Spokane Falls Blvd.
Spokane, WA 99201-3326

If to Grantee:
BNSF Railway Company
Attn: Facility Lease Administration
2650 Lou Menk Drive – MOB-2
Fort Worth, TX 76131

With a copy to:

BNSF Railway Company
Attn: Corporate Real Estate
2650 Lou Menk Drive – MOB-2
Fort Worth, TX 76131

All notices will be deemed complete upon personal service, delivery by a recognized overnight courier the notice address, or another address as a party may identify in writing (email shall not be sufficient).

Section 12. The Grantee shall provide, at its sole cost and expense, crossbucks at railroad crossings as may be required by federal or state law.

Section 13. (Franchise Administration) Questions of application or interpretation of this Franchise are determined by the City's Public Works Director or their designee ("Administering Officer") or a court of competent jurisdiction. The Administering Officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary, and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all Franchise obligations, time is of the essence. All City acts under this Franchise are discretionary, guided by considerations of the public health, safety, esthetics and convenience.

Section 14. (Miscellaneous)

14.1. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee, without the City's consent. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

14.2 No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

14.3. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

14.4 No forbearance by either party to this Franchise of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the other party's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days' written notice to the Administering Officer, subject to acceptance by the City, by a resolution of the City Council.

14.5. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

14.6. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by

any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as flood, back water caused by flood, tornado, earthquake, volcanic eruption, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise; war or civil disorder; vandalism; or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay. Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

14.5. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED BY THE CITY COUNCIL ON _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2024.

I, Joyia Nevels, am the Manager Real Estate of BNSF Railway Company, a Delaware Corporation. and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of BNSF Railway Company.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2024.

Witness: _____



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

ORD C36576

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM X6779

Requisition #

Contact E-Mail

AMCDANIEL@ SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE ZZAPPONE

Agenda Item Name

0520-ORDINANCE MODIFYING RENTAL REGISTRY REQUIREMENTS

Agenda Wording

Ordinance streamlining process for waivers from registration fee for rental registry, limiting right to increase rent or evict if landlord does not have business license or participate in the rental registry program.

Summary (Background)

Current SMC 10.57 requires creation of a rental registry and an application process for securing a waiver of the required rental registry fee for landlords offering below-market rate rentals. This ordinance streamlines the process for securing waivers by exempting properties automatically from the fee, and imposes additional restrictions on landlords who are not registered or who operate without business licenses.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Administration
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org , 509-625-6779
Council Sponsor(s)	Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Ordinance streamlining rental registration requirements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane City Council adopted Ordinance in February 2023 establishing business license and registration requirements for residential rental properties (SMC 10.57.020). The City has engaged in extensive outreach and education about the residential rental registry requirements; however, some residential rental properties have failed to comply with this ordinance. This proposed ordinance seeks to improve compliance with the City’s rental registry program by protecting residents living in unregistered residential rental properties from rent increases and eviction.</p> <p>SMC 10.57.020 also provides a waiver from the annual unit fee (\$15 per year) for units offered to low-income tenants. The current code lacks definition of “low-income” and clarity on how these waivers may be verified. This proposed ordinance will streamline the low-income unit waiver program by utilizing data from local, state, and federal affordable housing programs to determine eligibility for the annual unit fee waiver.</p> <p>SMC 10.57.040 establishes the process for cause-based and periodic inspections of residential rental housing conducting the Code Enforcement. This proposed ordinance specifies that the International Code Council's International Property Maintenance Code as the context for deficiency categories in addition to the substandard building factors found in SMC 17F.070.400.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no financial impact.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc?</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>

Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This ordinance seeks to protect residents living in residential rental properties that have failed to comply with the City's residential rental registration program.</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?</p> <p>This ordinance will improve the identification of low-income housing units and should improve overall compliance with the City's residential registration program.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>There may be programs providing affordable housing units not included in the waiver program under the proposed ordinance. To ensure fairness and to meet the intent of the waiver, the code may need to be updated if other programs providing affordable housing units are identified.</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?</p> <p>Spokane Municipal Code 10.57.</p>

ORDINANCE NO C36576

An ordinance streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36330 in February 2023 establishing business license and registration requirements for residential rental properties; and

WHEREAS, the City of Spokane has engaged in extensive outreach and education about the residential rental registry requirements; and

WHEREAS, the City of Spokane seeks to prevent evictions and increases in rent for residents residing in properties not complying with the City's rental registry program; and

WHEREAS, Ordinance C36330 provided a waiver of the annual residential rental unit fee for units offered to low-income tenants; and

WHEREAS, the City of Spokane seeks to ensure compliance with the low-income unit waiver provision by utilizing publicly available lists of affordable housing units through local, state, and federal affordable housing programs.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.020 Business Licensing and Registration

- A. Pursuant to Chapter 08.01 SMC, owning, renting, or leasing real property located in the City of Spokane constitutes engaging in business in the City and requires an annual business license and registration. ~~((Beginning on January 1, 2024, no))~~ No person shall make available for rent, or rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the residential rental property at which the unit is located pursuant to subsection (C) of this section.
- B. The annual fee for registering the business activity of renting residential real property shall be the standard annual fee described in SMC 08.02.0206(A) plus an additional \$15 per residential rental unit per year. ~~((Landlords offering below market cost rentals to low income tenants may seek a waiver of the \$15 annual fee by registering with the City's affordable rental housing incentive program that will be developed by the Department of Community, Housing and Human Services.))~~ Units exempt from the annual \$15 fee are:

1. units in a federally funded property owned or operated by a public housing authority under chapter RCW 35.82.

2. units in a property that is funded through a housing assistance program under RCW 43.185.

3. affordable housing units in a property that is funded through the City's housing programs under SMC Title 08.

4. units in a property occupied by a tenant utilizing a Housing Choice Voucher or Veterans Affairs Supportive Housing (VASH) Voucher.

- C. Application for a residential rental registration shall be made to the City through a web portal established by the City of Spokane IT Department. The application shall include the applicable registration fee set forth in SMC 08.02.0206(A) and paragraph (B) of this section, including late fees if applicable, a declaration of compliance as described in subsection (G) of this section and a complete list of individual residential rental units under the applicant's ownership or control, including the street address of each unit, identification of whether the unit is offered at market rate or below market rate rent, whether the unit is occupied or unoccupied at the time of registration, and such other information as required in order to carry out the intent of this chapter.
- D. A property management company may apply for and secure the required business registration on behalf of a residential rental property owner.
- E. A residential rental registration expires on December 31st of the calendar year following registration or renewal.
- F. The residential rental registration is transferable to any person who has acquired ownership of a registered rental property for the unexpired portion of the one-year term for which it was issued.
- G. As a condition to the issuance and/or renewal of a residential rental registration, an applicant shall provide a valid declaration of compliance addressing each rental unit in the rental property prior to the issuance of a residential rental business registration. A declaration of compliance submitted under this chapter must state that each unit complies with the requirements and standards in RCW 59.18.060.
- H. Property owners or their property managers shall provide each tenant a digital link to the website established pursuant to SMC 10.57.030(B) and if the tenant doesn't have access to the internet advise them to call 311 for more information on tenant rights and responsibilities.
- I. A person may not increase the periodic or monthly housing costs charged to a tenant if the person does not have an annual City of Spokane business license

or has not complied with the requirement of registering each residential housing unit with the City of Spokane and certification that each residential housing unit complies with the requirements and standards of RCW 59.18.060.

- J. A person may not evict a tenant if the person does not have an annual City of Spokane business license or has not complied with the requirement of registering each residential rental property unit with the City of Spokane and certification that each residential rental property unit complies with the requirements and standards of RCW 59.18.060. A person complies with this section if he or she has obtained an annual business license, and the residential rental property unit is registered with the City of Spokane before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give a person time to license the rental housing unit and to obtain an annual City of Spokane business license.

Section 2. Section 10.57.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.040 Inspections

- A. The City of Spokane's Code Enforcement Department may conduct both periodic and cause-based inspections of all residential rental property that is subject to this chapter.
1. Periodic inspections: Subject to the limitations in RCW 59.18.125, the Director of Code Enforcement or designee may periodically select from registered properties containing rental housing units the properties to be inspected by Code Enforcement as long as the tenant of the residence consents or a lawful court-ordered warrant for inspection is secured. The property selection process shall be based on a methodology adopted by the Director that will further the purpose of this chapter. The inspection shall review for compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. In addition to periodic inspections, the Code Enforcement department is also authorized to conduct cause-based inspections, including those provided for under RCW 59.18.115. Where context is needed in addition to the deficiency categories in SMC 17F.070.400, Code Enforcement staff will utilize the latest edition of the International Code Council's International Property Maintenance Code for that context as it may apply to both periodic and cause-based inspections.

3. Code Enforcement will prioritize resources based on the level of safety sensitivity to be addressed by an inspection and available resources.
- B. No fees shall be assessed to landlords or tenants for the initial inspection authorized of this section.
1. If a deficiency is discovered during the initial inspection conducted under paragraph (A)(1) of this section, Code Enforcement may schedule a second inspection to review for remedy of the deficiency and compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. Upon second inspection, if the deficiency is not remedied, Code Enforcement may schedule subsequent deficiency inspections and assess fees against the residential rental unit's registrant for the additional safety inspections as established in [SMC 08.02.031\(S\)](#).
 3. Failure to pay assessed fees will bar renewal of a residential rental unit business registration.
 4. At the discretion of the Director, Code Enforcement may issue notices of violation and infraction pursuant to SMC 01.05.040 for residential rental units that do not comply with the standards set forth in [SMC 17F.070.400](#). Additionally, the Director or designee of the Director may issue a complaint to the residential rental unit's registrant pursuant to [SMC 17F.070.420](#) to proceed through a building official hearing pursuant to [chapter 17F.070 SMC](#).
 5. A repeat offender is defined as the owner of residential rental unit(s) who has a confirmed non-compliance history, including any identical or similar violations of [SMC 17F.070.400](#), Existing Building and Conservation Code, at the same site or on a different tax parcel under the same ownership, two times within a 12-month period. If an owner is found to be a repeat offender, they may be subject to a non-compliance fee of \$2,500 per violation that is not resolved by the compliance timeframe listed on the Code Enforcement Notice of Violation.
- C. Code Enforcement may utilize revenues received from business registrations pursuant to [SMC 10.57.020](#), [SMC 08.02.0206](#), and [SMC 07.08.139](#) to:
1. Create at least three additional dedicated inspector positions for residential rental housing;
 2. To develop and maintain the rental registry described in [SMC 10.57.020](#).

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

repealing 13.03.1006; and setting an effective date.

Summary (Background)

Approvals

<u>Dept Head</u>	FEIST, MARLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	Publicworksaccounting@spokanecity.org
eraea@spokanecity.org	eschoedel@spokanecity.org
kemiller@spokanecity.org	mfeist@spokanecity.org
mmarroquin@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

ORDINANCE NO. C36586

AN ORDINANCE relating to the annual rates for the Sewer utility and services, amending SMC sections 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing 13.03.1006; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly domestic service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount		
	((2024))	2025	2026
Basic domestic service charge	(((\$27.03))	\$28.92	\$30.34
Cost per RV dump connection	(((\$6.59))	\$7.05	\$7.40

Section 2 That SMC section 13.03.1004 entitled “User Charge – Standard Strength Wastewater – Monthly Amount” is repealed:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

~~((This section lists the City’s monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.))~~

((User Charge for Treatment of Standard Strength Wastewater	Monthly Amount		
-	2024		
Per million gallons	\$1,931.19		
Per <u>Hundred</u> cubic foot	(\$2.59))		

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges for customers located inside the City. The Domestic and Commercial User

Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount		
	((2024))	2025	2026
Domestic charge	(((\$35.27))	\$37.74	\$39.59
General stormwater charge	(((\$4.96))	\$5.31	\$5.57
Cost for additional apartment	(((\$31.71))	\$33.93	\$35.59
General stormwater charge per unit for four units or Less	(((\$4.25))	\$4.55	\$4.77
General stormwater charge per unit for over four units	(((\$3.41))	\$3.65	\$3.83

1. Capital Rates.

In addition to the ((basic)) Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount		
	((2024))	2025	2026
Commercial user charge			
((Per million gallons))	(((\$2,491.80))		
Per hundred cubic feet	(((\$1.86))	\$1.99	\$2.09
General stormwater charge			
Per impervious acre per year	(((\$1,190.57))	\$1,273.91	\$1,336.33
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	(((\$0.99))	\$1.06	\$1.11
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	(((\$86.77))	\$92.84	\$97.39
Process/Seepage user charge			
((Per million gallons))	(((\$738.88))		
Per hundred cubic feet	(((\$0.5527))	\$0.5914	\$0.6204

1. Capital Rates.

In addition to the ~~((basic))~~ Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. ~~((Non-City))~~ Outside-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Outside City Customers	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
Domestic charge	(((\$70.55))	<u>\$66.05</u>	<u>\$69.28</u>
Cost for additional apartment	(((\$66.99))	<u>\$59.38</u>	<u>\$62.28</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Outside City Customer Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	(((\$4,983.02))		
Per hundred cubic feet	(((\$3.73))	<u>\$3.48</u>	<u>\$3.66</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Outside City Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	((\$4,983.02))		
Per hundred cubic feet	((\$3.73))	<u>\$3.48</u>	<u>\$3.66</u>

1. Capital Rates.

In addition to the ((basic)) Outside City Utility Service Area charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1011 is amended to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City’s monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
PDA Residential User Charge:			
Domestic User Charge	((\$70.55))	<u>37.74</u>	<u>\$39.59</u>
Additional Apartment	((\$66.99))	<u>\$33.93</u>	<u>\$35.59</u>
PDA Commercial User charge:			
((Per million gallons))	((\$2,491.80))		
Per hundred cubic feet	((\$1.86))	<u>\$1.99</u>	<u>\$2.09</u>
General stormwater charge:			
Domestic Stormwater charge	((\$35.27))	<u>\$37.74</u>	<u>\$39.59</u>
General domestic stormwater charge per unit for four units or Less	((\$4.25))	<u>\$4.55</u>	<u>\$4.77</u>
General domestic stormwater charge per unit for over four units	((\$3.41))	<u>\$3.65</u>	<u>\$3.83</u>
Per impervious acre per year – commercial charge	((\$1,190.57))	<u>\$1,273.91</u>	<u>\$1,336.33</u>

Per one-one hundredth impervious acre – Commercial (See RCW 35.67.020; RCW 35.92.020)	(((\$0.99))	<u>\$1.06</u>	<u>\$1.11</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) - Commercial	(((\$86.77))	<u>\$92.84</u>	<u>\$97.39</u>
<u>Process/Seepage user charge:</u>			
((Per million gallons))	(((\$738.88))		
Per hundred cubic feet	(((\$0.5527))	<u>\$0.5914</u>	<u>\$0.6204</u>

B. Capital Charge. In addition to the ~~((basic))~~ PDA User charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2024))	<u>2025</u>	<u>2026</u>
User charge (per gallon)	(((\$0.2408))	<u>\$0.2577</u>	<u>\$0.2703</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Septage charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	(((\$1,384.20))		
Per hundred cubic feet	(((\$1.05))	<u>\$1.12</u>	<u>\$1.18</u>

Section 8: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	((Basic Charge)) ((2024))	Basic Charge 2025	Basic Charge 2026
500	((\$280.71))	\$300.36	\$315.08
600	((\$318.52))	\$340.82	\$357.52
700	((\$355.06))	\$379.91	\$398.53
800	((\$392.68))	\$420.17	\$440.76
900	((\$430.22))	\$460.34	\$482.89
1000	((\$467.55))	\$500.28	\$524.79
1100	((\$486.29))	\$520.33	\$545.83
1200	((\$504.97))	\$540.32	\$566.79
1300	((\$523.70))	\$560.36	\$587.82
1400	((\$542.29))	\$580.25	\$608.68
1500	((\$561.12))	\$600.40	\$629.82

Section 9: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2024))	2025	2026
Monthly charge	((\$7.75))	\$8.29	\$8.70
Inspection fee (start-up, one-time fee)	((\$110.20))	\$117.91	\$123.69

Section 10. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Approvals

<u>Dept Head</u>	FEIST, MARLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	eschoedel@spokanecity.org
kemiller@spokanecity.org	mfeist@spokanecity.org
mmarroquin@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

ORDINANCE NO. C36587

AN ORDINANCE relating to the annual rates for the Water utility and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.20161, and 13.04.2025; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$18.76</u>))	<u>\$19.04</u>	<u>\$19.97</u>

b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.

2. For purposes of this chapter, a “single-family residence” or “equivalent residential unit” designation applies to each self-contained, stand-alone living unit with at least one:

a. kitchen or cooking area room, which must include a sink;

b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.

c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	<u>2025</u>	<u>2026</u>
Zero up to 600	((<u>\$0.3581</u>))	<u>\$0.3581</u>	<u>\$0.3756</u>
Greater than 600 up to 1,200	((<u>\$0.7577</u>))	<u>\$0.7577</u>	<u>\$0.7948</u>
Greater than 1,200 up to 2,500	((<u>\$1.0193</u>))	<u>\$1.0193</u>	<u>\$1.0692</u>
Greater than 2,500 up to 4,500	((<u>\$1.3088</u>))	<u>\$1.6115</u>	<u>\$1.6905</u>
Greater than 4,500	((<u>\$1.6344</u>))	<u>\$2.3179</u>	<u>\$2.4315</u>

- C. No vacancy allowance will be made. ~~((on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.))~~
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family

residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	2025	2026
1 inch or smaller	(((\$19.89))	\$21.28	\$22.33
1 ½ inch	(((\$32.44))	\$34.71	\$36.41
2 inch	(((\$45.97))	\$49.19	\$51.60
3 inch	(((\$73.63))	\$78.78	\$82.64
4 inch	(((\$101.41))	\$108.51	\$113.83
6 inch	(((\$143.45))	\$153.49	\$161.01
8 inch	(((\$293.91))	\$314.48	\$329.89
10 inch	(((\$429.21))	\$459.25	\$481.76

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.3715))	\$0.3975	\$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.7709))	\$0.8249	\$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.1152))	\$1.1933	\$1.2517

C. Capital Charge.

In addition to the ((basic)) meter charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single-family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	(((\$19.89))	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	(((\$32.44))	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	(((\$45.97))	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	(((\$73.63))	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	(((\$101.41))	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	(((\$143.45))	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	(((\$293.91))	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	(((\$429.21))	<u>\$459.25</u>	<u>\$481.76</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates (~~(, until the meter is set)~~).

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	(((\$19.89))	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	(((\$32.44))	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	(((\$45.97))	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	(((\$73.63))	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	(((\$101.41))	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	(((\$143.45))	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	(((\$293.91))	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	(((\$429.21))	<u>\$459.25</u>	<u>\$481.76</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
3 inch or smaller	(((\$21.05))	<u>\$22.52</u>	<u>\$23.63</u>
4 inch	(((\$29.72))	<u>\$31.80</u>	<u>\$33.36</u>
6 inch	(((\$41.30))	<u>\$44.19</u>	<u>\$46.36</u>
8 inch	(((\$49.97))	<u>\$53.47</u>	<u>\$56.09</u>

10 inch	(\$59.76)	\$63.94	\$67.08
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1. Charge Rate Per Hundred Cubic Feet. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Inside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

<u>Monthly Water Usage (in cubic feet)</u>	<u>Rate Per Hundred Cubic Feet</u>	
	<u>2025</u>	<u>2026</u>
<u>Zero up to 600 (Charge for all use: zero up to 600.)</u>	<u>\$0.3975</u>	<u>\$0.4170</u>
<u>Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)</u>	<u>\$0.8249</u>	<u>\$0.8653</u>
<u>Greater than 1,000 (Charge for all use: zero to amount used.)</u>	<u>\$1.1933</u>	<u>\$1.2517</u>

- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>(2024)</u>	<u>2025</u>	<u>2026</u>
3 inch or smaller	(\$31.58)	<u>\$33.79</u>	<u>\$35.45</u>
4 inch	(\$44.57)	<u>\$47.69</u>	<u>\$50.03</u>
6 inch	(\$61.95)	<u>\$66.29</u>	<u>\$69.53</u>
8 inch	(\$74.94)	<u>\$80.19</u>	<u>\$84.11</u>
10 inch	(\$89.64)	<u>\$95.91</u>	<u>\$100.61</u>

2. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	\$0.5962	\$0.6254
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	\$1.2377	\$1.2983
Greater than 1,000 (Charge for all use: zero to amount used.)	\$1.7899	\$1.8776

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

((2024))	2025	2026
(\$28.14)	\$28.56	\$29.96

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	2025	2026
Zero up to 600	(\$0.5371)	\$0.5371	\$0.5635
Greater than 600 up to 1,200	(\$1.1366)	\$1.1366	\$1.1923
Greater than 1,200 up to 2,500	(\$1.5291)	\$1.5291	\$1.6039

Greater than 2,500 up to 4,500	(\$1.9631)	<u>\$2.4173</u>	<u>\$2.5357</u>
Greater than 4,500	(\$2.4515)	<u>\$3.4769</u>	<u>\$3.6473</u>

C. No vacancy allowance. ~~((will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.))~~

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. Standby/Emergency Water: The charge to other purveyors for standby and/or emergency water service and use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2024))	<u>2025</u>	<u>2026</u>
(\$1.3913)	<u>\$1.4887</u>	<u>\$1.5616</u>

1. Operations and Maintenance Capital Charge for Standby and/or Emergency Water Service.

In addition to the ~~((basic charge and consumption))~~ standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum

Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges.

B. Continuous Supplemental Water: Continuous Supplemental Water is defined as those Purveyors who draw water for at least nine (9) consecutive months at a time.

The charge to other purveyors for continuous supplemental water service to be used outside the City’s service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2024))	<u>2025</u>	<u>2026</u>
(((\$1.3913))	<u>\$1.4887</u>	<u>\$1.5616</u>

1. Operations and Maintenance Capital Charge for Continuous Supplemental Water Service.

In addition to the ~~((basic charge and consumption))~~ continuous supplemental water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	((<u>\$38.52</u>))	<u>\$41.22</u>	<u>\$43.24</u>
1 ½ inch	((<u>\$54.34</u>))	<u>\$61.35</u>	<u>\$64.36</u>
2 inch	((<u>\$77.65</u>))	<u>\$83.09</u>	<u>\$87.16</u>
3 inch	((<u>\$119.13</u>))	<u>\$127.47</u>	<u>\$133.72</u>
4 inch	((<u>\$160.80</u>))	<u>\$172.06</u>	<u>\$180.49</u>
6 inch	((<u>\$223.86</u>))	<u>\$239.53</u>	<u>\$251.27</u>
8 inch	((<u>\$449.68</u>))	<u>\$481.16</u>	<u>\$504.73</u>
10 inch	((<u>\$652.52</u>))	<u>\$698.20</u>	<u>\$732.41</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	((<u>\$38.52</u>))	<u>\$41.22</u>	<u>\$43.24</u>
1 ½ inch	((<u>\$57.34</u>))	<u>\$61.35</u>	<u>\$64.36</u>
2 inch	((<u>\$77.65</u>))	<u>\$83.09</u>	<u>\$87.16</u>
3 inch	((<u>\$119.13</u>))	<u>\$127.47</u>	<u>\$133.72</u>
4 inch	((<u>\$160.80</u>))	<u>\$172.06</u>	<u>\$180.49</u>
6 inch	((<u>\$223.86</u>))	<u>\$239.53</u>	<u>\$251.27</u>
8 inch	((<u>\$449.68</u>))	<u>\$481.16</u>	<u>\$504.73</u>
10 inch	((<u>\$652.52</u>))	<u>\$698.20</u>	<u>\$732.41</u>

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or

major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	<u>2025</u>	<u>2026</u>
Zero up to 600 (Charge for all use: zero up to 600.)	((<u>\$0.5572</u>))	<u>\$0.5962</u>	<u>\$0.6254</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	((<u>\$1.1567</u>))	<u>\$1.2377</u>	<u>\$1.2983</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	((<u>\$1.6728</u>))	<u>\$1.7899</u>	<u>\$1.8776</u>

D. Capital Charge.

In addition to the ~~((basic))~~ size of service/service charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 10: That SMC section 13.04.20161 is amended to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$18.76</u>))	<u>\$19.04</u>	<u>\$19.97</u>

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Zero up to 600	<u>(((\$0.3584))</u>	<u>\$0.3581</u>	<u>\$0.3756</u>
Greater than 600 up to 1,200	<u>(((\$0.7577))</u>	<u>\$0.7577</u>	<u>\$0.7948</u>
Greater than 1,200 up to 2,500	<u>(((\$1.0193))</u>	<u>\$1.0193</u>	<u>\$1.0692</u>
Greater than 2,500 up to 4,500	<u>(((\$1.3088))</u>	<u>\$1.6115</u>	<u>\$1.6905</u>
Greater than 4,500	<u>(((\$1.6344))</u>	<u>\$2.3179</u>	<u>\$2.4315</u>

B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	<u>((2021))</u>	<u>2025</u>	<u>2026</u>
1 inch or smaller	<u>(((\$19.89))</u>	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	<u>(((\$32.44))</u>	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	<u>(((\$45.97))</u>	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	<u>(((\$73.63))</u>	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	<u>(((\$101.41))</u>	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	<u>(((\$143.45))</u>	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	<u>(((\$293.91))</u>	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	<u>(((\$429.21))</u>	<u>\$459.25</u>	<u>\$481.76</u>

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Zero up to 600 (Charge for all use: zero up to 600.)	<u>(((\$0.3715))</u>	<u>\$0.3975</u>	<u>\$0.4170</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	<u>(((\$0.7709))</u>	<u>\$0.8249</u>	<u>\$0.8653</u>

Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.1152))	<u>\$1.1933</u>	<u>\$1.2518</u>
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3. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 11: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.
- G. Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant's engineer for review and concurrence by City staff.
- H. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional ~~((five hundred dollars (\$500.00) for a tapping saddle.))~~ fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.
- I. Taps four inches and larger installed by private contractors during a main construction require an inspection fee ~~((of two hundred fifty dollars (\$250.00).))~~ in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.

Section 12. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd 9/24/2024

Clerk's File # ORD C36588

Cross Ref # C36425

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	PUBLIC WORKS	Bid #	
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Contact Name/Phone	MARLENE FEIST (509) 625-6505	Requisition #	
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Contact E-Mail	MFEIST@SPOKANECITY.ORG		
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Agenda Item Type	First Reading Ordinance		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	4100 - WATER - WASTEWATER CAPITAL RATES ORDINANCE		
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Agenda Wording

Ordinance for the rates of Water-Wastewater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

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mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

ORDINANCE NO. C36588

AN ORDINANCE relating to the rates of Water-Wastewater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month			
	((2024))	<u>2025</u>	<u>2026</u>
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	((\$33.11))	<u>\$34.43</u>	<u>\$36.12</u>
Domestic user – Outside City	((\$37.94))	<u>\$39.46</u>	<u>\$41.39</u>
Commercial User:			
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((\$33.11))	<u>\$35.43</u>	<u>\$37.16</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((\$0.6945))	<u>\$0.7431</u>	<u>\$0.7795</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((\$37.94))	<u>\$40.60</u>	<u>\$42.58</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((\$1.3886))	<u>\$1.4858</u>	<u>\$1.5586</u>
Other services:			

PDA - Domestic User	((<u>\$33.11</u>))	<u>\$34.43</u>	<u>\$36.12</u>
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((<u>\$33.11</u>))	<u>\$35.43</u>	<u>\$37.16</u>
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.6945</u>))	<u>\$0.7431</u>	<u>\$0.7795</u>
PDA Water only Domestic User - Capital Charge	((<u>\$13.25</u>))	<u>\$13.78</u>	<u>\$14.46</u>
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	((<u>\$13.25</u>))	<u>\$14.18</u>	<u>\$14.87</u>
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.2777</u>))	<u>\$0.2971</u>	<u>\$0.3117</u>
PDA Wastewater only Domestic User– Capital Charge	((<u>\$19.86</u>))	<u>\$21.25</u>	<u>\$22.29</u>
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	((<u>\$19.86</u>))	<u>\$21.25</u>	<u>\$22.29</u>
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.4167</u>))	<u>\$0.4459</u>	<u>\$0.4677</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	((<u>\$1.3886</u>))	<u>\$1.4858</u>	<u>\$1.5586</u>
Non-domestic process water- wastewater capital rate (per thousand gallons)	((<u>\$47.60</u>))	<u>\$50.93</u>	<u>\$53.43</u>
Septage charge (per thousand gallons)	((<u>\$47.60</u>))	<u>\$50.93</u>	<u>\$53.42</u>
Water Service Only Domestic User- Capital Charge – In City	((<u>\$13.25</u>))	<u>\$13.78</u>	<u>\$14.46</u>
Water Service Only Domestic User- Capital Charge – Outside City	((<u>\$15.18</u>))	<u>\$15.79</u>	<u>\$16.56</u>

Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$13.25)))	<u>\$14.18</u>	<u>\$14.87</u>
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2777)))	<u>\$0.2971</u>	<u>\$0.3117</u>
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$15.18)))	<u>\$16.24</u>	<u>\$17.04</u>
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.5555)))	<u>\$0.5944</u>	<u>\$0.6235</u>
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	(((\$0.391)))	<u>\$0.4182</u>	<u>\$0.4388</u>
Wastewater Service Only Domestic User – Capital Charge – In City	(((\$19.86)))	<u>\$21.25</u>	<u>\$22.29</u>
Wastewater Service Only Domestic User – Capital Charge – Outside City	(((\$22.76)))	<u>\$24.35</u>	<u>\$25.55</u>
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$19.86)))	<u>\$21.25</u>	<u>\$22.29</u>
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.4167)))	<u>\$0.4459</u>	<u>\$0.4677</u>
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$22.76)))	<u>\$24.35</u>	<u>\$25.55</u>
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.833)))	<u>\$0.8913</u>	<u>\$0.9350</u>

Section 2. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Approvals

<u>Dept Head</u>	FEIST, MARLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
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Additional Approvals

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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

ORDINANCE NO. C36589

AN ORDINANCE relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0106, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0130, 13.02.0202, 13.02.0204, 13.02.0224, 13.02.0232, 13.02.0238, 13.02.0244, 13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0106 is amended to read as follows:

13.02.0106 Collection Service – Kinds of Service

A. Collection services referenced in this chapter are identified in relation to:

1. style or capacity of container and associated department collection vehicles and equipment: “commercial/residential” and “automated/semi-automated” service. In limited circumstances, as permitted by the director, an account may be served manually, i.e., without direct assistance of equipment;
2. time shift services are provided: “Day/Night/Early Day” service;
3. pickup location: “Alley/curb/rollout”; and
4. recycling based upon use of premises: “Residential-use/nonresidential-use” premises.

B. Commercial/Residential Service.

Solid waste collection service to premises is classified as “residential” or “commercial” based upon the type of container determined to serve said premises by director, considering the nature and quantity of solid waste generated, the public health and safety, and business and administrative convenience and efficiency.

1. "Commercial service" is provided with larger capacity containers, which include one- to six-cubic-yard dumpsters, front or rear loaded, and twenty- and thirty-cubic-yard rolloff containers. Such containers are supplied by the department.
 - a. "Commercial service" further includes compactor container service. Customers may supply containers for compactor service, ranging from ~~((two))~~ one - to forty-cubic-yard capacity, subject to approval by the department for compatibility with collection vehicles.
 - b. Commercial-service containers are associated with business and commercial customer needs, although larger multi-unit residential premises sometimes also use them.
 - c. Similar commercial-capacity containers, except compactors, are used for general-mixed solid waste and recyclable materials.
 - d. One-yard rear load dumpsters are only available in the downtown area for night collection, unless approved by the director on a case-by-case basis.
2. "Residential service" is provided with automated carts in different sizes. This service is for residential customer general-mixed solid waste and recyclable needs.
 - a. Oversized containers will be billed extra.

C. Automated Semi-automated Service.

"Automated service" is collection service provided with a single operator and collection vehicle. It is distinguished from "semi-automated service", which uses a different collection vehicle and, occasionally, a two-person crew. Most residential and commercial service is automated service.

D. Day/Night/Early Day Service.

Collection services are provided in three time shifts.

1. "Day" service starts at ~~((seven))~~ six a.m.
2. "Early-day" service starts at ~~((six))~~ five a.m.
3. "Night" service is from ten p.m. to six-thirty a.m.

E. Alley/Curb/Rollout Service.

“Alley”, “curb” or “rollout” service refers to the service pickup location of the container for the area or premises served,

1. “Alley service” means the department collects from areas located in or along alleys. It is provided for some residential and commercial container service.
2. “Curb service” means collection at the curb of the public right-of-way adjacent to the premises served, including adjacent sidewalk area.
3. “Rollout service” means that the collector must retrieve the carts from a location more than ~~((six))~~ two feet from the vehicle access point for automated service, or more than ~~((twelve))~~ six feet from the vehicle access point for semi-automated service areas.

The director determines which locations are best suited for alley or curb pickup, and the specific location for such pickup, based upon considerations of vehicle access, site-specific conditions and operational efficiency and convenience. For residential areas, curb pickup is used unless otherwise ordered by the director.

All containers, for all waste stream types, will be picked up in the same designated location, with the exception of commercial service.

F. Residential or Curbside and Nonresidential Recycling Collection Service.

Recycling service is classified based upon the style of container. “Residential” recycling service, also sometimes referenced as “residential curbside” recycling service, is offered to those premises primarily used for human occupancy (“residential-use premises”) and using City-provided automated refuse carts for disposal of household trash. Other customers may use or be required to use commercial-style containers for the convenience and efficiency of the customer or the department.

Section 2: That SMC section 13.02.0112 is amended to read as follows:

13.02.0112 Departments

“Department” means the solid waste collection department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the solid waste disposal department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities. ~~((Each director may perform functions and assist the other as the director may mutually desire.))~~

Section 3: That SMC section 13.02.0114 is amended to read as follows:

13.02.0114 Director

“Director” means the director of ~~((the solid waste collection department))~~ solid waste management for areas within solid waste disposal and solid waste collection ~~((that))~~ municipal department’s functions, ~~((and the director of the solid waste disposal department for areas within that municipal department’s functions))~~ unless otherwise stated or indicated by context.

Section 4: That SMC section 13.02.0125 is amended to read as follows:

13.02.0125 Solid Waste Permit

“Solid waste permit” is issued by the director of solid waste ~~((collection))~~ management for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition ~~((permittee))~~ permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition ~~((permittee))~~ permittee;
- C. Each container must be inspected by the solid waste collection department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.01191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff. Such party shall furnish promptly such records or information as requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 5: That SMC section 13.02.0130 is amended to read as follows:

13.02.0130 Transfer Station

“Transfer station” is a permanent, fixed supplemental collection and transportation facility owned by Spokane County used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transport to a permanent disposal site.

Section 6: That SMC section 13.02.0202 is amended to read as follows:

13.02.0202 Compulsory Service

The maintenance of the public health, safety, sanitation and aesthetics requires that all generators of solid waste in the City of Spokane accept, arrange for and pay for solid waste collection and disposal services established by the City including non-permanent sites (such as RV Lots, food trucks, etc). Said mandatory service includes the collection of general-mixed solid wastes as well as payment for the department’s residential curbside recycling collection program.

Section 7: That SMC section 13.02.0204 is amended to read as follows:

13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste collection and disposal departments within the City.
1. Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste collection department or persons authorized by City contract, City franchise, or City solid waste permit (as defined in [SMC 13.02.0125](#)) is prohibited.
 - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
 2. The following specialized solid waste handling equipment is prohibited from use in the city without a franchise, solid waste permit or written approval from the solid waste collection department:

- a. Front, rear or side load waste collection vehicle;
- b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
- c. Private roll-off waste container;
- d. Intermodal container used for solid waste disposal;
- e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and
- f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.

B. Private junk removal or hauling services are prohibited to the extent they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in [SMC 13.02.0119](#) may be permitted where:

1. A substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
2. All non-recyclable materials are source separated and disposed of at the City's Waste to Energy Facility or the Spokane County Regional Solid Waste System;
3. Such disclosure and reporting requirements as prescribed by the director are followed; and
4. No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
5. Parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste collection and disposal departmental control of collection and disposal of solid waste in the city of Spokane.

C. Solid Waste Franchises.

1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an exclusive franchise

as provided by law for a period of seven years commencing at the effective date of annexation.

- a. The director of solid waste (~~(collection)~~) management is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.
 - b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
 - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
 - d. If a franchise is granted within an annexation area per this section, at the end of the franchise service term, the other party will provide current service level records to assist the City with transitioning customers to City service.
2. Any party collecting solid waste in the city of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
- a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
 - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste (~~(collection)~~) management guided by standards applicable to WUTC certificated haulers.
 - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste collection shall be presumed adequate and sufficient. Service not to such level shall be presumed

insufficient, but all service is subject to review and approval by the director of solid waste ((collection)) management who shall consider WUTC policies and practices.

- d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.
 - i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
 - ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
 - a. The report is due at or before the time of placement of any containers for recyclables collection.
 - b. All recycling containers placed must be clearly labeled "recyclables only" in ~~((large twelve-inch block letters of))~~ contrasting colors on all exterior sides.
 - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
 - d. Additionally recycling haulers must file a written annual report with the director of solid waste management no later than February 1st for the prior year's recycling activities.

- e. A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
- 2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.
 - a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane County Solid Waste Management Plan.
 - b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.
 - c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

- 1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
- 2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
- 3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane county.
- 4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.

5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff.
 6. The solid waste collection department will provide hauling services for construction, demolition and landclearing wastes upon request.
 - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.
 - b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
 - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane waste-to-energy facility (~~or other appropriate transfer station,~~) at generator's expense.
- F. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.
- G. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.
1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
 2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
 3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.
- H. Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.

- I. The director of solid waste (~~collection~~) management is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

Section 8: That SMC section 13.02.0224 is amended to read as follows:

13.02.0224 Abatement of Public Nuisance

- A. Failure of an owner or occupant of any occupied premises to receive weekly solid waste collection service is declared to be a public nuisance, as a condition tending to promote the breeding of vermin and spread of disease.
- B. Notwithstanding any other provision of this chapter, and in addition thereto, the maintenance of any condition upon premises creating or tending to create a risk to the public health or safety, specifically including but not limited to the accumulation of solid waste, including garbage, refuse, or any malodorous, unhealthful, flammable, or putrescent materials on premises shall constitute a public nuisance and, in the discretion of the fire inspector, building official, code enforcement official, health officer, or director shall be susceptible to abatement by the City, with or without prior notice, at the expense and liability of the premises owner and/or the person causing or maintaining the same.
- C. Costs of abatement of any nuisance as above defined are declared to be part of municipal solid waste collection and disposal service which may be billed as a utility service to the premises where the condition arose or exists. This section shall not limit the City or premises owners' rights to seek recovery against other responsible persons.
- D. The costs of abatement by the City include, but are not limited to, personnel and equipment costs, both direct and indirect, costs incurred in documenting the violation; hauling, transportation, and disposal expenses; filing fees; and actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work; the costs of any required printing or mailing; and any others costs to provide collection and disposal service.

1. Notice of Violation – Service Charge.

Failure to remedy a nuisance condition listed under this chapter that results in abatement by the City after a notice of violation has been provided will result in an eighty-five dollar fee to defray administration costs related to providing solid waste collection and disposal services.

2. Abatement – Minimum Service Charge.

The required number of personnel for an abatement will be at the discretion of the director or code enforcement supervisor, and will be billed at a half-hour minimum for travel to the premises and abatement of the nuisance. In addition, time required to transport and dispose of abated materials will be based on a half-hour minimum. Additional time will be billed at quarter hour increments.

- a. For travel time and abatement labor charges, the service charge will be billed at a half hour minimum.

- i. Service charge for one half-hour under this section: (~~One hundred thirty-six dollars six cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$136.06)	<u>\$145.58</u>	<u>\$155.78</u>

- ii. Service charge for each additional quarter-hour: (~~Sixty-eight dollars three cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$68.03)	<u>\$72.79</u>	<u>\$77.89</u>

- iii. Service charge for each additional personnel will be billed:

~~(A. sixty-one dollars nine cents per hour, or~~

~~B. thirty dollars fifty-five cents per half-hour, or~~

~~C. fifteen dollars twenty-seven cents per quarter-hour.)~~

	((2024))	<u>2025</u>	<u>2026</u>
<u>per hour</u>	(\$61.09)	<u>\$65.37</u>	<u>\$69.94</u>
<u>per half hour</u>	(\$30.55)	<u>\$32.69</u>	<u>\$34.98</u>
<u>per quarter hour</u>	(\$15.27)	<u>\$16.34</u>	<u>\$17.48</u>

- b. For transporting solid waste to the proper disposal facility; the service charge will be billed at a half-hour minimum.

- i. Service charge for one-half hour under this section: (~~Sixty-two dollars ninety-five cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$62.95)	<u>\$67.36</u>	<u>\$72.07</u>

- ii. Service charge for each additional quarter-hour: (~~Thirty-one dollars forty-seven cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$31.47)	<u>\$33.67</u>	<u>\$36.03</u>

- c. In addition to the labor and equipment charges, there is added to this section a charge for waste disposal: Waste disposal rates pursuant to SMC 13.02.0528(C)

Section 9: That SMC section 13.02.0232 is amended to read as follows:

13.02.0232 Deposits – Mandatory Combined Billing

- A. The utilities billing division or director may order a deposit as a condition of initiating, continuing or restoring any service where it appears, in their discretion, there is a risk of nonpayment or underpayment or as permitted by 11 U.S.C. Section 366 or any other applicable law.
- B. Solid waste collection service, including recyclable materials, must be billed on a combined City utilities bill except upon written department approval.
 - 1. Where premises are not served by City water service or where an account is not otherwise included on a combined City utilities bill, such as a “refuse-only” account, the customer is required to tender a deposit of Five Hundred Dollars (\$500.00) to the department or an amount equal to the estimated cost of the service to be provided as determined by the department. Customer needs to contact My Spokane 3-1-1 or Utilities Billing to request this refund.

Section 10: That SMC section 13.02.0238 is amended to read as follows:

13.02.0238 Underbilling – Overbilling

- A. Policy.

It is the policy of the City to collect all amounts identifiable as due and owing for solid waste collection and disposal service from the account served, recognizing losses from

not collecting such amounts must be made up by moneys collected from all ratepayers. It is presumed that owners and occupants of premises are aware of the obligation to accept and pay for departmental services and the cost of such services for the premises concerned. Subject to this policy the director or administrative head of city utility billings has discretion to adjust billings considering individual account circumstances as follows:

1. Underbill – Underpayment.

Underbilling or underpayment because of customer errors or other reasons not the result of City errors will be collected in full. Underbilling or underpayment because of City error may be adjusted, considering the following criteria:

- a. Where it appears a customer or other person responsible for payment did not know and had no reason to know of the error, accrued charges may be waived which are over one year in arrears.
- b. In general, customers are presumed to know that solid waste collection and disposal service is not rendered for free, and there is a prima facie customer “reason to know” of an error where no charges are being assessed for premises receiving service, or failure to act or make reasonable inquiry promptly upon the presentation of a bill for services for premises inconsistent with services rendered thereto.
- c. In considering in individual cases where a customer knew or had reason to know of an underbilling error, the adjusting official may consider a customer’s status as a single-family account compared to a larger volume user, with a presumption that larger volume users should have a better awareness of the status of their service consumption and obligation to make proper payment therefor. Underbillings because of customer error or where it appears a customer knew or should have known of the error should be paid in full.

2. Overbill.

Where an account is overbilled or overpaid because of City error, not the result of customer fault, the refund period is up to one year from the time the error is reported to the City. Upon a written request by the customer to the director of solid waste management, the refund period may be extended beyond the limited one-year time frame on a case-by-case basis. Approved refunds are generally administered by an account credit for the premises served.

Section 11: That SMC section 13.02.0244 is amended to read as follows:

13.02.0244 No Gift, Credit or Free Service

A. No gift of public or departmental funds, free service or loan of credits or forbearance of collection of any obligation due and owing the department for services rendered by or available from the department shall ever be made.

1. This provision shall not preclude the director from granting, through neighborhood councils established as provided in [SMC 4.27.010](#), a credit of up to six thousand five hundred dollars (\$6,500.00) annually for community cleanup purposes. The director may establish further conditions of use, consistent with the purpose.

2. No credit may be carried over into a new calendar year.

B. Credits referenced in subsection (a) of this section may be used as follows:

1. Curbside.

a. Hourly fee charged for refuse truck and two staff members.

b. Tonnage fees at the waste-to-energy plant.

c. No large appliances/items.

d. Monday through Friday (no weekends).

2. Rolloff Dumpsters (large commercial type).

a. Delivery fee for each container.

b. Daily rental.

c. Haul fee.

d. Tipping fees at the waste-to-energy plant.

e. Weekend coverage overtime charges apply (one-day only event).

f. Weekend supervisor standby charges apply (one-day only event).

g. Weekend cleanups are subject to staff availability.

((f)) h. No weekend cleanups after November 1st.

3. Clean Green Program.

Charges are the same as subsection (B)(2) of this section, except subsection (B)(2)(d), which is charged at the lesser clean green rate.

4. Recycling Program.

Charges are the same as subsection (B)(2) of this section, except subsection (B)(2)(d). Processing fees and current market value of materials will determine if there is a cost or revenue earned for delivered materials at a recycling processing facility.

- a. Neighborhood councils must have an account set up, in advance, with a recycling processor of the city's choice to collect any revenue earned from recyclables collected during the community cleanup. Recycling processor will be selected based on conveniences such as location and days and hours of operation.
- b. Neighborhoods without an account set up at the selected recycling processor will forfeit any revenue earned from the sale of recycling materials. This revenue will belong to the solid waste collection department.

((4)) 5. Large Appliance Pickup.

- a. Hourly labor cost.
- b. Tonnage dump fees.
- c. Large appliances only: Freezers, stoves, drained hot water heaters, refrigerators, etc. Doors of refrigerators and freezers need to be removed.
- d. No appliance pickups after October 15th.

((5)) 6. Pass Program.

- a. Passholders collect material in neighborhood and haul to the waste-to-energy plant. Pass pays tipping fee only.
- b. City funds may not be used to pay for contracted labor.
- c. Vehicle license numbers and pass number used to track charges.

- d. City reserves the right to audit. Neighborhood council must present to the City a dispersal log of all passes.
 - e. For accounting purposes, no passes will be accepted ((after December 15th)) thirty (30) days after the issue date.
 - f. The pass program will end when the funds allotted for dump passes are exhausted for the year. This will vary year-to-year depending on pass redemption rates and overall neighborhood cleanup program costs.
6. Other ways approved by the director.

Section 12: That SMC section 13.02.0300 is amended to read as follows:

13.02.0300 Weekly Collection Mandatory – Exception for Temporary Service

A. Weekly collection service is mandatory for all occupied premises or any other premises generating solid waste, and must be accepted and paid for by the premises owner or occupant except only as provided in subsection (B) of this section. Unless otherwise defined, for purposes of this section, “occupied” means either:

- 1. Water or other utility service is currently supplied to the premises; or
- 2. There are other signs of physical occupancy or human habitation.

The department may order collection more frequently than on a weekly basis, considering the public health, safety or aesthetics, where it appears necessary. For unoccupied premises, service may be ordered by the director as determined necessary. (See SMC 13.02.0500(C)).

B. ~~((Minimum vacation shut-off is two weeks.))~~ Premises not required to have weekly service must accept at least monthly service unless the director sets another minimum service interval, considering the public health and safety, and business and administrative convenience. Premises eligible for consideration of a reduced (monthly) service interval are:

- 1. premises with temporary disposal needs, but only if generating solely nonputrescible wastes, and only so long as said account remains a temporary need;

2. nonresidential use premises, but only where generating solely nonputrescible, dry wastes, and only where the wastes generated from said premises regularly exceed twenty cubic yards per month, minimum volume.
3. Each residence may stop and start service no more than two times a year with a minimum of two weeks for each shut-off. Minimum vacation or vacancy shut off is two weeks.

Section 13: That SMC section 13.02.0304 is amended to read as follows:

13.02.0304 Vacancies – Changes in Service Needs

- A. A customer may request service be halted temporarily when premises are vacant.
- B. The department must receive at least three business days' advance notice.
- C. Service suspensions for less than fourteen days are not granted.
- D. Customers are further required to notify promptly (~~the utility billings division or the department~~) My Spokane, the city's centralized customer service center, of any changes in service needs.
- E. No credit will be issued for failure to notify the department of vacancies or changes in service needs. Consideration may be made on a case-by-case basis at the discretion of the director or his designee.

Section 14: That SMC section 13.02.0306 is amended to read as follows:

13.02.0306 Days of Service – Holidays

- A. Collection services are provided Monday through Friday except during holidays.
 1. Disposal facilities are open seven days a week, except holidays.
 2. Saturday collection occurs only for Friday holiday make-up service.
 3. There is no regular Saturday or Sunday collection except as may be ordered by the director.
 4. Saturday and Sunday collection may be billed as an "extra" service in accord with administrative needs.

5. Weekly collection service is generally scheduled for the same weekday for specific premises or areas but is subject to modification by the director as may be required for efficient operation of the department.

6. Downtown night service is not affected by holidays.

B. There are six departmental holidays:

1. New Year's Day,
2. Memorial Day,
3. Independence Day,
4. Labor Day,
5. Thanksgiving Day, and
6. Christmas Day.

When a holiday occurs, the regular collection weekday for service is one day later for holiday make-up service, starting the day after the holiday. Where a holiday falls on a Sunday, Monday is taken as the holiday. Holiday scheduling is adjustable by the director.

Section 15: That SMC section 13.02.0310 is amended to read as follows:

13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. Night Schedule.

Collection occurs after ten p.m. until six-thirty a.m. of the collection day.

- a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.
- b. Night schedule is ~~((primarily))~~ only for the central city collection area.
- c. Some containers are placed out in right-of-way areas for collection.

- d. The deadline for container placement for pickup is eight p.m.
- e. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.
- f. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

Collection occurs any time after five a.m. of the collection day.

- a. Early day schedule is primarily for commercial container customers outside the central city collection area.
- b. The deadline for all commercial container placement for pickup is five a.m.
- c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.
- d. The above rules apply to both refuse and recycling containers.

3. Regular Day Schedule.

Regular day schedule is primarily for residential automated cart customers outside the central city collection area.

- a. The deadline for container placement for pickup is six a.m.
- b. Collection occurs any time after six a.m. of the collection day.
- c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

B. Collection times for recycling are the same as general mixed solid waste, unless different specific arrangements are made with the customer, except residential recycling customers (single-family and multi-unit dwellings) served by the night schedule for general solid waste will receive early day service for recycling pickup.

1. Said residential customers must have recycling containers at the collection pickup location no later than six a.m. of the collection day.
2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.

C. Carts must be placed in a secure location after collection; customers who fail to comply are responsible for damage, arson, missing carts, and/or illegal dumping in and around carts.

Section 16: That SMC section 13.02.0314 is amended to read as follows:

13.02.0314 Containers Must be Ready at Pickup Location

- A. It is essential for operations that customers have solid waste, recyclable or larger commercial-size containers ready, easily accessible and available for collection at the designated container pickup location by department vehicles prior to the beginning of the collection day. The director determines all container pickup locations, and may adjust or change such locations in the interest of operational efficiency.
- B. The container pickup location will generally be at the curbside, sidewalk, or alley adjacent to the premises at the property line, unless arrangements have been made in advance for rollout service.
 1. Any location change requires department approval in advance.
 2. For any service using commercial-capacity containers, to avoid container damage, original container placement or any location changes must be performed by the department.
 3. Containers will be damaged by improper effort to move, and the customer will be held responsible to pay for all such damage.
- C. In addition to placement at the approved container pickup location, "available for collection" includes:
 1. opening gates,
 2. removing locks and chains,
 3. making provisions for inclement weather, including:
 - a. snow removal,

- b. sanding icy areas,
4. clearing the area of vehicles or other blockages, and
5. removal of waste, debris and anything else required to make the container accessible for dumping.

For blockage conditions such as inclement weather not caused or enhanced by customers, customers are responsible to clear away any blockages or otherwise restore access by the second business day after onset of adverse conditions.

D. Chains must be completely removed to protect department vehicle and operator.

1. All containers must be placed outside any fence or barrier (~~(twenty-four inches or higher)~~) unless a customer has made special advance arrangements because of a customer's special needs.
2. Collectors are not required to negotiate steep ramps, stairs or hazards or to remove automated carts or containers from recessed areas or storage bins in the performance of their duties.

Section 17: That SMC section 13.02.0316 is amended to read as follows:

13.02.0316 Customer Responsible to Accommodate Departmental Collection Vehicle and Equipment Weight, Clearance Needs

A. Customers are responsible to make premises conditions suitable for departmental vehicles and equipment.

1. Department collection vehicles and equipment providing service for residential-capacity containers such as automated carts weigh up to twenty-~~(five)~~ nine tons loaded and require an access route of a minimum of twelve feet wide to the container pickup location. Height clearance requirements are a minimum of fourteen feet.
2. In addition, the premises site must have adequate access to permit vehicle turn-around.
3. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.

B. Department collection vehicles and equipment providing service for residential capacity automated carts, dumpster containers (one to six cubic yards), rolloff containers (with a capacity greater than ten cubic yard drop boxes or rolloff compaction units) weigh up to twenty-~~((five))~~ nine tons loaded and require access route and conditions as minimum as provided in subsection (A) of this section.

1. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.
2. Absent prior approval, an accessible site shall require a paved street or alley, with at least twelve feet unobstructed width and without overhead obstructions to allow at least fourteen-foot overhead clearance.
3. Additionally, the access shall not be so steep as to preclude safe vehicle access, as determined by the director.

Section 18: That SMC section 13.02.0318 is amended to read as follows:

13.02.0318 Pickup Area – Containers to be Clean – Additional Charges

A. Customers are responsible to keep the pickup area and containers or carts in a sanitary condition with the outside thereof clean and free from accumulating grease, decomposing materials and litter.

1. Loose solid waste must be deposited in containers for collection~~((:))~~ in a way that material will not fall out or blow away during collection. Animal waste must be double bagged for collection.
2. Solid waste collection workers are not normally premises clean-up crews. Clean-up effort by the department will be at an additional service charge against the utility account of the premises served for special handling.

B. ~~((Customers are responsible to keep containers clean.))~~ Where determined necessary, to protect the public health, safety, or aesthetics, the director may order or a customer may request a cleaned replacement container (cleaning fee or refurbishing charge assessed).

Section 19: That SMC section 13.02.0324 is amended to read as follows:

13.02.0324 Address Displayed – Visible at Pickup Site

The owner or occupants of each premises is required to have said premises' address displayed or clearly visible at the pickup site, including alleys.

Section 20: That SMC section 13.02.0330 is amended to read as follows:

13.02.0330 Bulky Loading Prohibited

- A. Contents must be able to fall freely from the container when dumped or emptied. Container lids must be in a completely closed position and swing freely open when the container is dumped. Containers and carts must be packed to allow easy dumping of contents when inverted.
 - 1. Overfilled or overloaded containers will be assessed additional labor and equipment charges for additional effort to handle overloaded or overfilled containers.
 - 2. Alternatively, in the department's discretion, collection will be declined for an overfilled container and a minimum service charge will be assessed.
- B. Tree limbs and brush must be cut in (~~three~~) four-foot lengths and tied in small bundles if they are to be removed by the regular collection crews.
 - 1. The solid waste management department may decline to collect cartons, crating or similar bulky materials on regular routes.
 - 2. "Bulky materials" are large items of solid waste, distinguished from the general, domestic, municipal waste stream collected in automated carts or containers.
 - a. Examples include but are not limited to appliances, furniture, trees, stumps and other oversized wastes.

Section 21: That SMC section 13.02.0332 is amended to read as follows:

13.02.0332 Assistance to Elderly and/or Disabled Individuals

- A. Elderly or disabled residents who are unable to place their containers and have no other available resources to comply with the requirements of this chapter for setting out containers for collection pickup may request free assistance from the department, upon a proper showing of need.
- B. Such individuals are responsible for providing proof of disability as recognized by the State of Washington, in chapter 308-96B WAC.

C. Areas for rollout or medical pack out service must be approved in advance by the department.

D. All rules apply to medical pack out as rollout service.

E. Wintertime safety on pack outs requires clean and safe access to carts. This includes, but is not limited to, having sanded or shoveled walkways and stairs. Customers can call 2-1-1 (or dial 1-877-211-9274), for Washington 211, a community resource for local services, to inquire about assistance if needed.

F. The department requires an updated medical pack out assistance request form every two (2) years.

Section 22: That SMC section 13.02.0334 is amended to read as follows:

13.02.0334 Compaction Container Requirements

A. Compactor customers must contact the department in advance to ~~((insure))~~ ensure that the compaction unit is compatible with department vehicles and equipment and to ~~((insure))~~ ensure the location allows proper access for collection. Customers are cautioned to be aware of site and access requirements, including minimum height and width clearances needed for collection vehicles, particularly those relating to adequate foundation for departmental vehicle access and container location.

1. Damage to premises or property because of weight from collection vehicles and equipment, container placement or returning container to the ground after dumping is at the customer's sole risk and liability.
2. Customers are fully responsible to provide adequate advance notice to the department of any conditions or problems on site susceptible to damage or injury.
3. Wheels on compactors can be damaged by the act of normal dumping of these containers.
4. The City is not responsible for damage through normal wear and tear.
5. Spillage due to overfill or other conditions not the result of active City fault is the customers responsibility.

B. In addition to regularly arranged service, customers may request additional pickups.

1. One-day advance notice to the department is needed.

2. The department will seek to provide pickup on the next business day after notification.

Section 23: That SMC section 13.02.0340 is amended to read as follows:

13.02.0340 Customers Must Use Only Approved Containers

- A. Customers must use only containers approved by the director of solid waste ~~((collection operations))~~ management, including recyclables. Customers using personal cans will not be credited for lost or damaged cans, and are advised to put out at their own risk.
- B. The director determines which type of container and equipment is suitable for a service request.
- C. Separate vehicles are provided to collect general-mixed solid waste and recyclable materials.
- D. Where service is declined for failure to comply with this or any other provision, it does not relieve the customer's obligation to pay for the service call.

Section 24: That SMC section 13.02.0342 is amended to read as follows:

13.02.0342 Owner Responsible for Containers

- A. Each owner or occupant is responsible thereafter for lost, damaged, stolen or missing containers.
- B. All containers remain the property of the City, and when premises are vacated the container shall remain on the property or be returned to the department.

~~((C. New owners or tenants are responsible to obtain any containers from their predecessors in interest.))~~
- C. Carts must be placed in a secure location after collection; customers who fail to comply are responsible for damage, arson, missing carts and/or illegal dumping in and around carts.
- D. Any damage caused to commercial containers by moving, not preparing, leaving lids open during wind, etc. is the customer's responsibility and customer will be billed accordingly for repairs or replacements.

Section 25: That SMC section 13.02.0344 is amended to read as follows:

13.02.0344 Containers, Equipment Furnished “As Is”

- A. All department-furnished automated carts, containers, dumpsters, collection vehicles or other equipment (“equipment”) supplied are furnished “as is”, without any implied or express warranties of merchantability or fitness or any other promises except to replace equipment damaged by department negligence.
- B. Claims for damage to such equipment or lids because of weather, or other circumstances not the fault of the department, are not honored. Customers are responsible to protect such equipment, lids and any associated equipment enclosures from damage or misuse to avoid unsafe conditions on the premises from such equipment, equipment tampering, improper use, storage, placement or neglect or accumulations of waste.
- C. Customers must waive all claims for loss of liability as provided herein as a condition of service being provided.
- D. Customers will receive a clean, but no guarantee of a new, cart when starting, changing service or paying for “cleaned” cart.

Section 26: That SMC section 13.02.0352 is amended to read as follows:

13.02.0352 Commercial Container Site Location Requirements

~~((A. All commercial containers must be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers’ sole risk.~~

~~B. The surface pad for a dumpster must be at least twelve feet wide by ten feet deep inside measurements without recycling, and seventeen feet wide by ten feet deep with recycling. The gates when opened should have an inside clearance of twelve feet.~~

- 1. ~~The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.~~
 - a. ~~The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.~~

- ~~b. The gate(s) must include some sort of latch mechanism to ensure the gates remain open during entry, dumping process and exit.~~
 - ~~2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.~~
- ~~C. The container pickup location for recyclable materials must have a five ((feet)) foot opening for access either to the front or side.~~
 - ~~1. Large containers designated for large volumes of recyclables must have screened enclosures of adequate size and dimension to contain each container.~~
 - ~~2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.~~
- ~~D. Customers must provide access and turning space for departmental vehicles. These requirements include:~~
 - ~~1. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
 - ~~a. As used herein, the term "hammerhead" defines a backup pattern of a collection vehicle in the shape of the letter "T";~~~~
 - ~~2. collection vehicle backup allowance requirement of fifty feet;~~
 - ~~3. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.
 - ~~a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director before construction begins;~~~~
 - ~~4. a sturdy, reliable backstop to prevent damage to back enclosure wall;~~
 - ~~5. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance.
 - ~~a. Dump clearance is greater.~~~~

~~b. Customers are required to remove any vertical height lines or obstacles;~~

~~6. all maneuvering must be done on site. No backing out onto streets.~~

~~E. An apron or curb cut must be available or provided for departmental use, provided at the customer's expense.~~

~~1. Department collection vehicles are not designed to "jump" curbs. Where such maneuver occurs as a result of customer failure to provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.~~

~~F. Nothing may be stored in the enclosure other than City-owned containers.~~

~~1. This includes grease buckets, loose cardboard or pop and milk crates.~~

~~2. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.~~

~~G. Rolloff Requirements.~~

~~Rolloff containers are placed after an on-site inspection to insure that space requirements are fulfilled.~~

~~1. Generally, a container will not be placed in the street, in the parking strip or on the sidewalk.~~

~~3. If a customer requires a temporary container to be placed in a parking strip, an obstruction permit must be obtained from and receipt confirmed by the construction services division or equivalent office at (509) 625-6300 prior to delivery.~~

~~H. No permanent dumpster will be delivered until all conditions are met.~~

~~1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.~~

~~2. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.))~~

A. No permanent dumpster will be delivered until all conditions have been met.

1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
 - a. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.
2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.
 - a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director or designee before construction begins;
3. All damage caused by the site requirements not being met as stated in this section are the sole responsibility of customer and/or property owner.

B. General conditions to be met:

1. Container to be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers' sole risk.
 - a. If customer generates food or putrescible wastes, conditions for a drain and running water requirements are listed in SMC Section 13.02.0322.
2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.
3. The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.
 - a. The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.

- b. Each gate must include - some sort of latch mechanism to ensure both sides of the gate remain open during entry, dumping process and exit.
 - c. Each gate must open more than 120 degrees for vehicle maneuvering.
 - d. When gates are open, they cannot block lanes of travel, fire lanes, ADA parking stalls or aisles.
 - e. a sturdy, reliable backstop to prevent damage to back enclosure wall.
- 4. Customers must provide access and turning space for departmental vehicles. These requirements include:
 - a. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
 - i. As used herein, the term “hammerhead” defines a backup pattern of a collection vehicle in the shape of the letter “T”;
 - b. collection vehicle backup allowance requirement of fifty feet;
 - c. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.
 - d. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance and dump clearances of twenty-five feet.
 - i. Customers are required to remove any vertical height lines or obstacles.
 - ii. No overhang or roof extending over the enclosure.
 - iii. all maneuvering must be done on site. No backing out onto streets.
- 5. An apron or curb cut must be available or provided for departmental use, provided at the customer’s expense.
 - a. Department collection and delivery vehicles are not designed to “jump” curbs. Where such maneuver occurs as a result of customer failure to

provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.

6. Nothing may be stored in the enclosure other than City-owned containers.

a. This includes waste oil/grease buckets, loose cardboard or pop and milk crates.

b. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.

C. Enclosure dimensions for one to six-cubic yard dumpster must meet the following requirements:

1. An enclosure to include one commercial container for refuse only must be twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet.

2. An enclosure to include one commercial container for refuse and to include up to three (3) 90-gallon recycling carts, must be seventeen feet wide by ten feet deep (interior dimensions) with a clear width opening of seventeen feet.

3. There are three options for enclosures with two commercial containers

a. Option A – An enclosure which is twenty feet wide by ten feet deep (interior dimensions) with a clear width opening of twenty feet.

b. Option B – An enclosure which is twenty-five feet wide by ten feet deep (interior dimensions) with TWO clear width openings of twelve feet each.

c. Option C – Two separate enclosures which are twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet each.

D. If an enclosure is necessary for a roll off container or compactor, it must meet the following requirements:

1. An enclosure for a roll off container or compactor must have a minimum of a thirteen feet clear width opening.

a. The depth of the compactor enclosure would depend on the compactor purchased.

- b. The depth for a roll off container must have a minimum of twenty-five feet.
- 2. A minimum of thirty inches of walking space must be provided on all sides.
- 3. Full length guide rails and a secure backstop is required. The department can provide standard specs. Please call (509) 625-7871 to obtain.

E. No temporary containers will be delivered until the following conditions are met:

- 1. Roll off containers can only be placed after an on-site inspection to ensure that space requirements are fulfilled.
 - a. Generally, a container will not be placed in the street, in the parking strip, on the sidewalk, or in a handicap parking stall or fire lane.
 - b. If a customer requires a temporary container to be placed in the street, an obstruction permit must be obtained from, and receipt confirmed by the engineering division or equivalent office at (509) 625-6999 prior to delivery.
 - c. Container delivery vehicles cannot “jump” curbs.
- 2. Additional site conditions and requirements as outlined in Solid Waste Collection’s Temporary Dumpster Information, Special Instructions & Regulations, and Damage Release Form must be met. Conditions and requirements in listed documents are subject to change. A completed and signed Damage Release Form is required to be on file before temporary containers are placed.

Section 27: That SMC section 13.02.0354 is amended to read as follows:

13.02.0354 Container Weight Limits

Maximum permissible container weight, meaning total gross weight of a loaded container, including the container and contents, in pounds is:

A. Residential.

~~((1. Extra thirty-two gallon garbage can: Eighty-five pounds.))~~

1. ~~((2. Thirty-two))~~ Thirty-gallon automated carts: Two hundred fifty pounds.

2. ~~((3. Sixty-eight))~~ Sixty-gallon automated carts: Two hundred fifty pounds.
3. ~~((4. Ninety-five))~~ Ninety-gallon automated carts: Two hundred fifty pounds.
- ~~((5. Recycling automated carts: Two hundred pounds.))~~

B. Commercial.

1. One-cubic-yard dumpster: Five thousand pounds.
2. Two-cubic-yard dumpster: Five thousand pounds.
3. Three-cubic-yard dumpster: Five thousand pounds.
4. Four-cubic-yard dumpster: Five thousand pounds.
5. Six-cubic-yard dumpster: Five thousand pounds.
6. Twenty-cubic-yard rolloff: Twenty thousand pounds.
7. Thirty-cubic-yard rolloff: Twenty thousand pounds.
8. Small compactor, from ~~((two))~~ one cubic-yard capacity up to six-cubic-yard capacity: Six thousand pounds.
9. Large compactor, from ten- to forty-cubic yards: Twenty thousand pounds.

Section 28: That SMC section 13.02.0358 is amended to read as follows:

13.02.0358 Minimum Service – Multi-unit Dwellings

- A. Premises with multi-unit dwellings must accept solid waste collection services for at least one ~~((thirty-two))~~ thirty-gallon automated cart or equivalent container capacity per dwelling unit per week. Subject to this minimum, a customer may use ~~((thirty-two))~~ thirty-gallon automated carts or select from container choices available from the department sufficient for the premises' weekly needs.
- B. Premises with multi-unit dwellings served by a single water meter may not elect separate billings for individual dwelling units or groups of units. Such premises must accept single-account billing through a combined City utilities bill for the entire premises unless other arrangements are approved in writing by the director.

Section 29: That SMC section 13.02.0360 is amended to read as follows:

13.02.0360 Limit on (~~Thirty-two~~) Thirty Gallon Cart Rate Use

- A. Absent showing to the contrary, single-family residences are presumed to generate a volume of one (~~thirty-two~~) thirty-gallon automated cart of general-mixed solid waste per week.
- B. (~~Thirty-two~~) Thirty-gallon automated cart service is only available to customers consistently generating ~~thirty-two~~ thirty-gallons or less container capacity of solid waste weekly, as determined by the director.

Section 30: That SMC section 13.02.0364 is amended to read as follows:

13.02.0364 Unacceptable Wastes

- A. Departmental collection operations are intended to collect normal household and business wastes. No person may deposit or relinquish for collection or disposal any unacceptable wastes.
 - 1. "Unacceptable wastes" are generally identified under general standards and with a specific list.
 - 2. Customers are encouraged to contact (~~the solid waste management department~~) My Spokane, in advance, (~~at~~) by dialing ((509) 625-7878) 3-1-1 (if inside the city limits) or 509.755.2489 (if outside the city limits) with any questions or to make special advance arrangements.
- B. General Standards.
 - 1. Unacceptable wastes include infectious wastes, as identified in chapter 10.35 SMC. Further included are any wastes which are of extreme temperatures, harmful vapors, the presence of corrosive, flammable, explosive or toxic chemicals, or any materials with physical or other properties which render collection operations hazardous or which create a risk to the public health and safety, to the health or safety of departmental employees or of damage to departmental collection vehicles or equipment.
 - a. The director may declare any wastes unacceptable and may cause to be published a list of unacceptable wastes in the *Official Gazette*.

2. Customers engaged in manufacturing or commercial pursuits who are or may be a source of unacceptable waste must notify the director with full details and information.
 - a. Such customers must make special arrangements prior to deposit or commingling said materials with other solid waste for collection.
 - b. The department accepts household hazardous wastes at ~~((any transfer facility or))~~ the waste-to-energy plant.

C. Specific List.

In addition to wastes with general characteristics described above, unacceptable wastes include:

1. liquid wastes, both bulk and containerized, exceeding a volume of one gallon, unless specific advance arrangements are made with the department;
2. waste tires, exceeding four out for collection at one time (wheels need to be removed to be collected);
- ~~((2))~~ 3. any materials regulated by the State of Washington department of ecology as dangerous under chapter 173-303 WAC, or as hazardous wastes by the United States environmental protection agency under 40 CFR, applicable parts;
4. any equipment or machinery used for refrigeration, provided the department will accept household refrigerators from residential premises.
 - a. Additionally, for nonresidential customers, this prohibition does not apply if the refrigerant has been properly removed by the customer;
5. improperly wrapped or secured wastes which emit noxious, foul odors to disturb or annoy a reasonable person.
 - a. Such wastes would include, as examples, quantities of manure, offal or other such noxious materials not securely wrapped or secured;
6. animal remains in an amount over fifteen pounds are prohibited from disposal in the waste stream by Spokane County health district regulations.
 - a. Animal remains fifteen pounds or less must be separately and securely bagged as a condition of acceptance.

- b. For larger animals, customers may contact the disposal department (waste-to-energy plant) for special arrangements at ~~((509) 625-7878))~~ (509) 625-6580, a rendering service, or SpokAnimal at (509) 534-8133.

D. Northside Landfill MFS Limits.

With prior approval, certain wastes may be accepted at the northside landfill at locations or cells as designated by the director, under terms and conditions determined by the director. The director may consider either general or specific standards heretofore set forth. The director may consider TCLP test criteria, in addition to Washington State department of ecology dangerous waste regulations and U.S. EPA hazardous waste regulations and considering the need to avoid leachate risks because leachate from the waste (as produced by U.S. EPA toxicity characteristic leaching procedure) exceeds pretreatment standards as established by the Spokane wastewater management department or for any other reason.

Section 31: That SMC section 13.02.0366 is amended to read as follows:

13.02.0366 Unacceptable Wastes – Special Arrangements – Additional Charges

- A. Unacceptable wastes may not be deposited, commingled or otherwise incorporated, directly or indirectly, into solid waste left for department pickup or collection, or delivered to a City-owned facility (landfill~~((, transfer station))~~) or waste-to-energy plant), unless by advance arrangements, approved in writing.
- B. The director may impose additional charges as a condition of special handling or disposal requirements for unacceptable wastes or other additional costs.
- C. Additionally, any costs for damages or injury accruing from collection or disposal operations may be billed as an additional service to the generator or owner or occupant of the generating premises, without limitation on the City's right to recover from any other responsible person.

Section 32: That SMC section 13.02.0402 is amended to read as follows:

13.02.0402 Recycling Containers to be Used

- A. Containers for recycling-collection service must be approved by the director as sufficient and suitable to serve the generating premises needs, consistent with departmental operations and convenience. Approved containers are automated carts. The automated carts containing recyclable materials are a distinctive color (blue) from the carts used for general-mixed solid waste (brown), and from the carts used for clean

green yard waste (green). Larger volume customers may also use commercial-size containers upon approved arrangements with the department.

- B. For residential-use premises, the department supplies one (~~sixty-four~~) ninety-gallon automated cart. Anyone requesting an additional cart will be charged an additional monthly rate.

Section 33: That SMC section 13.02.0406 is amended to read as follows:

13.02.0406 Materials Included in Residential Curbside Recycling Collection

Materials in the residential curbside program are subject to change, upon order of the director, depending upon market conditions and other variables. Materials included in the residential curbside program at this time are:

A. Newsprint.

1. Any and all daily or periodical newspaper and all that is included with it is acceptable.
2. Newspapers are not to be wet, except due to weather conditions incidental to collection, dirty or otherwise contaminated with any foreign substance or liquid.
3. Newspaper can be put in paper bags or bundled.

B. Aluminum.

1. Aluminum beverage cans of all sorts are acceptable, as are aluminum pet food cans or other similar cans.
2. Cans are to be drained of all liquids and free of all food residue.
3. Aluminum containers are to be flattened, when possible, with plastic and paper labels discarded.
4. Other aluminum materials, such as clean foil, will be collected.

C. Tin Cans.

1. Tin food containers of all sorts are acceptable.
2. Cans are to be drained of all liquids and cleaned of all food residue.
3. Preferably tin cans are to have both tops and bottoms removed and the ends placed inside flattened can.
4. Round bottom cans are to have tops placed inside with the top half flattened.
5. Paper and plastic labels are to be discarded.
6. Small amounts of ferrous metals will be collected, which must fit into the cart.

D. Glass Bottles and Jars.

1. All types of glass beverage bottles and glass food jars, brown, green and clear are acceptable.
2. All glass bottles and jars are to be drained and free of all food or organic substance.
3. Lids and caps are to be discarded.
4. All glass containers placed in the recycling cart are not to be broken or cracked and be without any sharp edges.
5. No other type of glass will be collected.

E. Plastic Containers.

1. All plastic bottles, jugs, or containers identified as recyclables, codes one through seven, are acceptable.
2. All containers are to be drained and free of all foreign substance.
3. All containers are to have their caps and lids discarded and should be flattened.
4. No automotive containers or other types of plastics that contain hazardous materials will be collected.

F. Household Batteries.

1. Both button cell and household batteries of all sorts and types are acceptable.
2. Household batteries are to be placed in a sealed transparent plastic bag and placed on top of the cart lid.

G. Cardboard and Brown Paper Bags.

1. Corrugated cardboard, brown or "kraft" paper bags, chipboard cardboard, such as cereal boxes and shoe boxes, and cardboard-like egg cartons and packing material are acceptable.
2. Cardboard shall not be contaminated with oil, grease or any food residue.

H. Magazines.

1. Any and all types of daily or periodical magazines are acceptable.
2. Magazines are not to be wet, dirty or otherwise contaminated with any foreign substance or liquid.

I. Mixed Office Pack Paper.

1. All types of computer paper, white and colored copier paper, envelopes, fax paper, brochures, file folders, manila envelopes, direct mailings, magazines, newspaper and corrugated cardboard are acceptable.

2. Mixed office paper is not to include waxed or plastic coated papers, tapes and pressure-sensitive labels.

J. Contaminated Recyclables

1. Recyclables contaminated with ~~((greater than ten percent of))~~ solid waste/non-recyclable materials will be billed and treated as solid waste.
2. No hot ashes will be accepted.

Section 34: That SMC section 13.02.0408 is amended to read as follows:

13.02.0408 Materials Included in Nonresidential Recycling Collection

Materials in the nonresidential program are subject to change, upon order of the director, depending upon market conditions and other variables. Materials and terms included in the nonresidential program ~~((at this time are:))~~ are the same as outlined in SMC 13.02.0406 for Residential Curbside Recycling Collection, excluding Household Batteries. Batteries are not accepted as part of Nonresidential Recycling Collection.

~~((A. Newsprint.~~

- ~~1. Any and all daily or periodical newspaper and all that is included with it is acceptable.~~
- ~~2. Newspapers are not to be wet, except due to weather conditions incidental to collection, dirty or otherwise contaminated with any foreign substance or liquid.~~
- ~~3. Newspaper can be put in paper bags or bundled.~~

~~B. Aluminum.~~

- ~~1. Aluminum beverage cans of all sorts are acceptable, as are aluminum pet food cans or other similar cans.~~
- ~~2. Cans are to be drained of all liquids and free of all food residue.~~
- ~~3. Aluminum containers are to be flattened, when possible, with plastic and paper labels discarded.~~
- ~~4. Other aluminum materials, such as clean foil, will be collected.~~

~~C. Tin Cans.~~

- ~~1. Tin food containers of all sorts are acceptable.~~
- ~~2. Cans are to be drained of all liquids and cleaned of all food residue.~~
- ~~3. Preferably tin cans are to have both tops and bottoms removed and the ends placed inside flattened can.~~
- ~~4. Round bottom cans are to have tops placed inside with the top half flattened.~~

- ~~5. Paper and plastic labels are to be discarded.~~
- ~~6. Small amounts of ferrous metals will be collected, which must fit into the cart.~~

~~D. Glass Bottles and Jars.~~

- ~~1. All types of glass beverage bottles and glass food jars, brown, green and clear are acceptable.~~
- ~~2. All glass bottles and jars are to be drained and free of all food or organic substance.~~
- ~~3. Lids and caps are to be discarded.~~
- ~~4. All glass containers placed in the recycling cart are not to be broken or cracked and be without any sharp edges.~~
- ~~5. No other type of glass will be collected.~~

~~E. Plastic Containers.~~

- ~~1. All plastic bottles, jugs, or containers identified as recyclables, codes one through seven are acceptable.~~
- ~~2. All containers are to be drained and free of all foreign substance.~~
- ~~3. All containers are to have their caps and lids discarded and should be flattened.~~
- ~~4. No automotive containers or other types of plastics that contain hazardous materials will be collected.~~

~~F. Household Batteries.~~

- ~~1. Both button cell and household batteries of all sorts and types are acceptable.~~
- ~~2. Household batteries are to be placed in a sealed transparent plastic bag and placed on top of the cart lid.~~

~~G. Cardboard and Brown Paper Bags.~~

- ~~1. Corrugated cardboard, brown or "kraft" paper bags, chipboard cardboard, such as cereal boxes and shoe boxes, and cardboard-like egg cartons and packing material are acceptable.~~
- ~~2. Cardboard shall not be contaminated with oil, grease or any food residue.~~

~~H. Magazines.~~

- ~~1. Any and all types of daily or periodical magazines are acceptable.~~
- ~~2. Magazines are not to be wet, dirty or otherwise contaminated with any foreign substance or liquid.~~

~~I. Mixed Office Pack Paper.~~

1. All types of computer paper, white and colored copier paper, envelopes, fax paper, brochures, file folders, manila envelopes, direct mailings, magazines, newspaper and corrugated cardboard are acceptable.
2. Mixed office paper is not to include waxed or plastic coated papers, tapes and pressure sensitive labels.

J. Contaminated Recyclables

1. Recyclables contaminated with greater than ten percent of solid waste will be billed and treated as solid waste.
2. No hot ashes will be accepted.)

- A. Businesses and non-residential customers can visit <https://spokaneriver.net/wastedirectory/> for a list of recycling options.

Section 35: That SMC section 13.02.0410 is amended to read as follows:

13.02.0410 Materials Accepted for Recycling at ~~((Transfer Station or))~~ the Waste-to-Energy Plant

Materials included in either residential or nonresidential service are accepted at ~~((transfer stations or))~~ the waste-to-energy plant for recycling.

Section 36: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.

1. Single-family residential premises or equivalent are presumed to require service of at least one ~~((thirty gallon))~~ thirty-gallon automated cart.

- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

- C. Adjacent Service.

Container pickup location is up to two feet from vehicle access point for automated service or six feet from the collection vehicle access point for semi-automated service areas. For

semi-automated service, automated carts more than six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount		
	<u>2024</u>	<u>2025</u>	<u>2026</u>
20 gallon (Discontinued)	<u>\$18.26</u>	<u>\$19.54</u>	<u>\$20.91</u>
30 gallon	<u>\$21.70</u>	<u>\$23.22</u>	<u>\$24.84</u>
60 gallon	<u>\$39.29</u>	<u>\$42.04</u>	<u>\$44.98</u>
90 gallon	<u>\$57.37</u>	<u>\$61.39</u>	<u>\$65.68</u>

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>\$5.08</u>	<u>\$5.44</u>	<u>\$5.82</u>

E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Container pickup location from collection vehicle access (in feet).			
2 feet (Automated) / 6 feet (Semi-automated) to 50 feet	<u>(((\$17.36))</u>	<u>\$18.58</u>	<u>\$19.88</u>
More than 50 feet to 100 feet	<u>(((\$34.67))</u>	<u>\$37.10</u>	<u>\$39.69</u>
More than 100 feet to 150 feet	<u>(((\$51.98))</u>	<u>\$55.62</u>	<u>\$59.51</u>
More than 150 feet to 200 feet	<u>(((\$69.30))</u>	<u>\$74.15</u>	<u>\$79.34</u>

F. Extra/additional items and extra automated cart dumping charges.

- Occasional, infrequent extra waste material (boxes, bags, (~~cans,~~) carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons and up to 85 pounds; items in excess of 30-35 gallons and more than 85 pounds will be charged a higher fee.
- Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

<u>((2024))</u>	<u>2025</u>	<u>2026</u>

Additional items (per item)			
Adjacent service	(\$5.08)	\$5.44	\$5.82
Rollout service	(\$6.42)	\$6.87	\$7.35
Extra automated cart dumping charges			
30 gallon	(\$5.43)	\$5.81	\$6.22
60 gallon	(\$9.81)	\$10.50	\$11.23
90 gallon	(\$14.34)	\$15.34	\$16.42
Contaminated recycling cart	(\$9.81)	15.34	16.42
Contaminated yard cart	(\$14.34)	\$15.34	\$16.42

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

(2024)	2025	2026
(\$5.08)	\$5.44	\$5.82

2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

(2024)	2025	2026
(\$5.08)	\$5.44	\$5.82

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

H. No credit given for extra/additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 37: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount		
	((2024))	2025	2026
Dumpster service			
1 cubic yard	<u>(\$116.48)</u>	<u>\$124.63</u>	<u>\$133.36</u>
2 cubic yard	<u>(\$232.94)</u>	<u>\$249.25</u>	<u>\$266.69</u>
3 cubic yard	<u>(\$349.44)</u>	<u>\$373.90</u>	<u>\$400.07</u>
4 cubic yard	<u>(\$465.92)</u>	<u>\$498.53</u>	<u>\$533.43</u>
6 cubic yard	<u>(\$698.86)</u>	<u>\$747.78</u>	<u>\$800.12</u>
Dumpster lockbar for front-load dumpsters installation fee	<u>(\$117.12)</u>	<u>\$125.32</u>	<u>\$134.09</u>

Section 38: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

Pickup Hauling Fee	((2024))	2025	2026
Loose solid waste	<u>(\$165.97)</u>	<u>\$177.59</u>	<u>\$190.02</u>
Compacted solid waste	<u>(\$196.38)</u>	<u>\$210.13</u>	<u>\$244.84</u>

- C. Minimum charge is one haul (~~(per month)~~) every 30 days whether container is hauled or not unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 39: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$35.15</u>))	<u>\$37.61</u>	<u>\$40.24</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$35.15</u>))	<u>\$37.61</u>	<u>\$40.24</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$18.30</u>))	<u>\$19.58</u>	<u>\$20.95</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 40: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Compactor service			
1 cubic yard	<u>(((\$225.09))</u>	<u>\$240.85</u>	<u>\$257.71</u>
2 cubic yard	<u>(((\$450.20))</u>	<u>\$481.71</u>	<u>\$515.43</u>
3 cubic yard	<u>(((\$675.28))</u>	<u>\$722.55</u>	<u>\$773.13</u>
4 cubic yard	<u>(((\$900.38))</u>	<u>\$963.41</u>	<u>\$1,030.85</u>
5 cubic yard	<u>(((\$1,125.47))</u>	<u>\$1,204.25</u>	<u>\$1,288.55</u>
6 cubic yard	<u>(((\$1,350.55))</u>	<u>\$1,445.09</u>	<u>\$1,546.24</u>

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$35.15))</u>	<u>\$37.61</u>	<u>\$40.24</u>

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department’s discretion.

Special Compactor Services Requiring Extra Loading Time	((2024))	<u>2025</u>	<u>2026</u>
Minimum charge	((\$11.73))	<u>\$12.55</u>	<u>\$13.43</u>
Per estimated 10 minute interval	((\$11.73))	<u>\$12.55</u>	<u>\$13.43</u>

Section 41: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access
5. Return trips for late put out/missed driver are allowed for biweekly recycling if the customer has made the request by the close of business the day following collection; Requests after that day will wait for the next biweekly collection.

Return Trip Charges (Per Stop)	((2024))	<u>2025</u>	<u>2026</u>
Automated (Solid Waste Cart Service or Recycling) Cart	((\$17.07))	<u>\$18.26</u>	<u>\$19.54</u>
Commercial container dumpster/recycling dumpster	((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>
Commercial container rolloff	((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>
Move cart for access	((\$8.70))	<u>\$9.31</u>	<u>\$9.96</u>

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer’s special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection

charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

D. No credit given for return trips if there is a picture on file as backup evidence of the charge(s).

Section 42: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2024))	<u>2025</u>	<u>2026</u>
(\$38.42)	<u>\$41.11</u>	<u>\$43.99</u>

B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2024))	<u>2025</u>	<u>2026</u>
Minimum charge	(\$35.15)	<u>\$37.61</u>	<u>\$40.24</u>
Per estimated 15-minute interval	(\$35.15)	<u>\$37.61</u>	<u>\$40.24</u>

C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

D. Special dumpster requests resulting in overtime to the department (i.e. weekends, after hours, etc) are not guaranteed and based on staff availability. Overtime, including minimum pay requirements, are based on bargaining unit agreements. Overtime is in addition to regular service charges.

E. No credit given for additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 43: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((2024))	<u>2025</u>	<u>2026</u>
Front-Load & Rear-Load Dumpsters – per hour <u>-(one hour minimum)</u>	(((\$74.99))	<u>80.24</u>	<u>85.86</u>
Rolloff – per hour - <u>(one hour minimum)</u>	(((\$104.21))	<u>111.50</u>	<u>119.31</u>
30 gallon automated cart	(((\$14.62))	<u>15.64</u>	<u>16.74</u>
60 gallon automated cart	(((\$21.97))	<u>23.51</u>	<u>25.15</u>
90 gallon automated cart	(((\$29.28))	<u>31.33</u>	<u>33.52</u>

Customer will receive a clean, but no guarantee of new, cart when starting, changing service or paying for “cleaned” cart.

Cleaning/pressure washing will be changed an hour minimum for dumpsters and roll offs.

B. Refurbishment.

When a customer discontinues service or a container otherwise needs repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	((2024))	<u>2025</u>	<u>2026</u>
<u>Cleaning & Prep – per hour</u>	(((\$44.00))	<u>\$47.08</u>	<u>\$50.38</u>
<u>Sandblasting – per hour</u>	(((\$97.90))	<u>\$104.75</u>	<u>\$112.09</u>
<u>Repair and Welding – per hour</u>	(((\$93.50))	<u>\$100.04</u>	<u>\$107.05</u>
<u>Paint – per hour</u>	(((\$97.90))	<u>\$104.75</u>	<u>\$112.09</u>
<u>Decaling and Striping – per hour</u>	(((\$55.00))	<u>\$58.85</u>	<u>\$62.97</u>
<u>Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour</u>	(((\$55.00))	<u>\$58.85</u>	<u>\$62.97</u>

((Container)) Rolloff hauling for refurbishment facility (round trip)	(((\$165.97))	<u>\$177.59</u>	<u>\$190.02</u>
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The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 44: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.

1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Delivery charge	(((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>
Dumpster service for (3-6 cubic yard containers)			
Flat Daily Charge (Rental Fee)	(((\$2.81))	<u>\$3.01</u>	<u>\$3.22</u>
Dump Fee 3 Cubic Yard Containers	(((\$120.38))	<u>\$128.81</u>	<u>\$137.82</u>
Dump Fee 6 Cubic Yard Containers	(((\$240.78))	<u>\$257.63</u>	<u>\$275.67</u>
Rolloff Service – Flat daily charge (Rental Fee)	(((\$5.59))	<u>\$5.98</u>	<u>\$6.40</u>
Rolloff Service – Load haul fee (Per load)	(((\$165.97))	<u>\$177.59</u>	<u>\$190.02</u>

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

C. Rental fee does not include Washington State sales tax.

D. Containers must be hauled every 30 days. Customer is responsible to make sure this requirement is met.

E. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 45: That SMC section 13.02.0522 is amended to read as follows:

13.02.0522 Container Dump Requests

A. Phone (509) 625-7956 for temporary dump service and (509) 625-7955 for permanent dump service.

B. All requests for dumps require one business day advance notice.

C. While the department will always attempt to work within the customer's schedule, time of day requests cannot be guaranteed. Cutoff time to service change requests is 2 p.m. for next day service. Weekend request will be Tuesday or later.

D. A temporary container must be dumped at least once per month, except if a container contains food, vegetable, animal or other putrescible wastes, the City requires dumping at least weekly. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 46: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called "packer" trucks because they operate with a compaction ((facility)) mechanism that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called "nonpacker" trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.

4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See [SMC 13.02.0506](#))

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2024))	<u>2025</u>	<u>2026</u>
Nonpacker, single-axle, truck, and driver	(((\$31.46))	<u>\$33.66</u>	<u>\$36.02</u>
Each extra person	(((\$26.20))	<u>\$28.03</u>	<u>\$30.00</u>
Tandem-axle truck, driver, and loader	(((\$43.71))	<u>\$46.77</u>	<u>\$50.04</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in [SMC 13.02.0560](#), except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 47: That SMC section 13.02.0550 is amended to read as follows:

13.02.0550 Rolloff Recycling Rates – Customer Arrangements

- A. Recyclable collection service for rolloff containers is charged at the general mixed solid waste haul rate.
- B. Additionally, the customer may make arrangements to receive payment for the recyclables from the destination purchaser of the recyclables. Customers without an account set up at the recycling processor will forfeit any revenue earned. This revenue will belong to the solid waste collection department.

C. Location of processor has to be approved in advance by Solid Waste Collection.

~~(C)~~ D. Such arrangements are the customer’s sole and exclusive responsibility.

Section 48: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates – Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential & Multi-unit Dwellings	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
Collection of single-stream recyclables			
((32)) <u>30</u> , ((64)) <u>60</u> , & ((95)) <u>90</u> gallon cart (<u>bi-weekly service</u>)	((19.66))	<u>\$21.04</u>	<u>\$22.51</u>
One cubic yard dumpster	((40.99))	<u>\$43.86</u>	<u>\$46.93</u>
Two cubic yard dumpster	((62.94))	<u>\$67.31</u>	<u>\$72.03</u>
Three cubic yard dumpster	((94.36))	<u>\$100.97</u>	<u>\$108.03</u>
Four cubic yard dumpster	((125.79))	<u>\$134.60</u>	<u>\$144.02</u>
Six cubic yard dumpster	((188.71))	<u>\$201.92</u>	<u>\$216.05</u>
Loose Yardage			
One yard	((55.64))	<u>\$59.53</u>	<u>\$63.70</u>
Two yards	((77.53))	<u>\$82.96</u>	<u>\$88.76</u>
Three yards	((108.98))	<u>\$116.61</u>	<u>\$124.77</u>
Four yards	((140.43))	<u>\$150.26</u>	<u>\$160.78</u>
Six yards	((203.35))	<u>\$217.58</u>	<u>\$232.82</u>

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((2024))	<u>2025</u>	<u>2026</u>
--------------------------------------	---------------------	-------------	-------------

Single-axle truck and driver	(((\$30.39))	<u>\$32.52</u>	<u>\$34.79</u>
Tandem-axle truck driver	(((\$42.26))	<u>\$45.22</u>	<u>\$48.38</u>

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable. If recycling is rejected at processor and needs to be hauled elsewhere, an additional fee applies for the partial second haul. The rate will be charged at 50% of a regular haul fee.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 49: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
 - 1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products, such as uncoated paper plates and pizza delivery boxes, are acceptable.
 - 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 - 3. Material may be bundled with rope or string next to the container not to exceed ~~((six))~~ four feet in length.
 - 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In ~~((addition))~~ addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
 - 1. Sod (beyond small amounts).
 - 2. Rocks.
 - 3. Dirt.

4. Gravel.
5. Concrete.
6. Glass.
7. Metal.
8. Plastic.
9. Treated wood/bark.
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.
17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety gallon automated style container, as set in SMC 13.02.0502.

- C. The collection day for clean green yard waste shall be on ~~((a weekly basis during the season which generally runs from March through November, on))~~ the same day as the customer's regular solid waste collection. Service is weekly during the months of March through November; service is one week each month during December, January and February. The one week per month collection is generally the first full week of the month but subject to change. Service is provided only in ninety gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2024))	<u>2025</u>	<u>2026</u>
((March thru November)) ((Monthly))	(((\$20.72))	<u>\$18.01</u>	<u>\$19.27</u>
((December thru February))	((No Charge))		
Extra Dump	(((\$5.19))	<u>\$5.55</u>	<u>\$5.94</u>

Clean green yard waste carts that are out in the designated collection area during December, January, and February on non-collection weeks are assumed to be out for collection and will be charged an extra dump.

E. Yard waste cart packout charged at same rate as refuse (one half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

F. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((2024))	<u>2025</u>	<u>2026</u>
(((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>

if requested within twelve months of the initial delivery.

G. The minimum length of time that a customer may request a clean green yard waste cart for is three months. If customer cancels service within the first three months, they will be subject to a charge equal to three months of service total and the container pick up fee as described in this subsection (F).

H. The customer is responsible for the cost of cart replacement in case of loss or damage.

Article VII. Disposal Rates

Section 50: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$132.62))</u>	<u>\$141.90</u>	<u>\$151.84</u>
Minimum charge per vehicle	<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$132.62))</u>	<u>\$141.90</u>	<u>\$151.84</u>
Minimum charge per vehicle	<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$238.37))</u>	<u>\$255.06</u>	<u>\$272.91</u>
Minimum charge per vehicle	<u>(((\$119.17))</u>	<u>\$127.51</u>	<u>\$136.44</u>

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 51: That SMC section 13.02.0561 is amended to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$2.33))</u>	<u>\$2.49</u>	<u>\$2.67</u>

Section 52: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge (then prorated by weight thereafter)	<u>(((\$66.88))</u>	<u>\$71.56</u>	<u>\$76.57</u>
Minimum charge per vehicle	<u>(((\$7.12))</u>	<u>\$7.62</u>	<u>\$8.15</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 53: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge (then prorated by weight thereafter)	<u>(((\$172.83))</u>	<u>\$184.93</u>	<u>\$197.87</u>
Minimum charge per vehicle	<u>(((\$25.88))</u>	<u>\$27.69</u>	<u>\$29.63</u>

B. Dedicated loads of waste tires will be accepted by appointment only.

C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 54: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2024))	<u>2025</u>	<u>2026</u>
(((\$35.29))	<u>\$37.76</u>	<u>\$40.40</u>

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.

1. The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

((2024))	<u>2025</u>	<u>2026</u>
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(\$21.67)	\$23.19	\$24.81
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Section 55. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd	9/24/2024
Clerk's File #	ORD C36590
Cross Ref #	C35525
Project #	

Council Meeting Date: 10/07/2024

Submitting Dept	PUBLIC WORKS	Bid #	
Contact Name/Phone	MARLENE FEIST (509) 625-6505	Requisition #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Agenda Item Name	5200 - CUSTOMER CREDIT RATE ORDINANCE		

Agenda Wording

Ordinance for the customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

ORDINANCE NO. C36590

AN ORDINANCE relating to customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1 That SMC section 13.11.030 is amended to read as follow:

13.11.030 Senior or Disabled Residential Customer Credit

The senior or disabled residential customer credit shall be ~~((ten dollars (\$10.00) per month and))~~ apportioned as follows to the owner occupied residential account:

Per Month	
<u>2025</u>	<u>2026</u>
<u>\$15.00</u>	<u>\$20.00</u>

- One-third toward any monthly water charges,
- One-third toward any monthly wastewater charges, and
- One-third toward any monthly solid waste collection charges.

An account, which does not receive all three utility services, shall only receive partial credit as listed in the SMC 13.11.040 Application section.

Section 2: That section 13.035.700 is amended to read as follows:

13.035.700 Water- Wastewater Conservation Incentives

In order to encourage water conservation, the Director of the Utilities Division shall create conservation incentives within the City’s rate structure for water and wastewater.

- A. Each year, a wastewater conservation credit shall be granted to the 20 percent of residential ratepayers with the lowest indoor water usage who are categorized as single-family residential customers of the City’s water utility.
- B. Indoor water usage shall be determined by the average monthly actual water use of a single-family residential customer during the previous winter months of November through March when almost all water usage is indoors.

C. The credit shall be ~~((in the amount of sixty dollars (\$60.00) and shall be equally))~~ as follows and shall be equally distributed in twelve monthly installments throughout the course of one year.

<u>2025</u>	<u>2026</u>
<u>\$90.00</u>	<u>\$120.00</u>

D. Ratepayers shall be notified of their individual water consumption as compared to other users within the rate category.

Section 3. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Discussion

Date Rec'd

9/25/2024

Clerk's File #

ORD C36591

Cross Ref #

RES 2024-0095

Project #

Council Meeting Date: 10/07/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779/6753

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG /

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0520 - MAYOR'S OFFICE - ESTABLISHING THE COMMUNITY SAFETY FUND

Agenda Wording

The Spokane City Council adopted Resolution 2024-0067 placing a Community Safety Sales tax proposition on the November 5, 2024, ballot to provide ongoing funding for enhanced community safety, criminal justice, and law enforcement.

Summary (Background)

This ordinance will establish a dedicated Community Safety Fund, if approved by voters, to increase transparency and segregate the use of the funds exclusively for improving community safety. This ordinance also provides additional accountability for the use of funds generated upon voter approval of the Community Safety sales tax proposition by establishing December 31, 2035, as the date in which the community safety sales tax will expire. This expiration date may be extended.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	JONES, GARRETT		
<u>Division Director</u>			
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

	amcdaniel@spokanecity.org
myates@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Council President Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Establishing the Community Safety Fund
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane City Council adopted Resolution 2024-0067 placing a Community Safety Sales tax proposition on the November 5, 2024, ballot to provide ongoing funding for enhanced community safety, criminal justice, and law enforcement such as funding for the Spokane Fire Department, Spokane Police Department, Spokane Municipal Court, and the Office of Police Ombuds.</p> <p>This ordinance will establish a dedicated Community Safety Fund, if approved by voters, to increase transparency and segregate the use of the funds exclusively for improving community safety. This ordinance also provides additional accountability for the use of funds generated upon voter approval of the Community Safety sales tax proposition by establishing December 31, 2035, as the date in which the community safety sales tax will expire. The community safety sales tax expiration date may be extended by the City of Spokane electorate through a primary or general election.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance creates the Community Safety Fund. It has no fiscal impact.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc?</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</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?

Resolution 2024-0067

ORDINANCE NO C36591

An ordinance establishing the Community Safety Fund and setting the expiration date of the additional sales and use tax authorized by RCW 82.14.450; adopting section 07.08.160 to chapter 07.08 of the Spokane Municipal Code.

WHEREAS, the City of Spokane has the authority pursuant to RCW 82.14.450 to enact a 1/10 of 1% sales tax to be approved by the electorate of the City of Spokane, subject to limitations as required by law; and

WHEREAS, necessities such as food and prescription drugs are exempted from sales and use tax per Washington state law; and

WHEREAS, the Spokane City Council adopted Resolution 2024-0067 placing a Community Safety Sales tax proposition on the November 5, 2024, ballot to provide ongoing funding for enhanced community safety, criminal justice, and law enforcement such as funding for the Spokane Fire Department, Spokane Police Department, Spokane Municipal Court, and the Office of Police Ombuds; and

WHEREAS, if approved by the electorate, collection of the additional sales and use tax will begin to be collected pursuant to state beginning approximately April 1, 2025; and

WHEREAS, the Brown Administration and Spokane City Council seek to establish a dedicated Community Safety Fund, if approved by voters, to increase transparency and segregate the use of the funds exclusively for improving community safety; and

WHEREAS, the Brown Administration and Spokane City Council seek to provide additional accountability for the use of funds generated upon voter approval of the Community Safety sales tax proposition by establishing a date in which the community safety sales tax will expire on December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election extending the expiration date.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new section 07.08.160 to Chapter 07.08 of the Spokane Municipal Code to read as follows:

Section 07.08.160 Community Safety Fund

- A. There is created a special revenue fund known as the “Community Safety Fund” into which shall be deposited all funds received from the increase in the sales and use tax approved by the City of Spokane electorate and provided by RCW 82.14.450 for the enhancement of community safety functions and operations pursuant to Resolution 2024-0067.

- B. The retail purchase of food, prescription drugs, motor vehicles, and all other sales and use tax exemptions adopted in state law shall also be exempted from the community safety sales and use tax provided by RCW 82.14.450.
- C. The collection of the additional sales and use tax authorized by the City of Spokane electorate pursuant to Resolution 2024-0067 shall expire no later than December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election.
- D. Should the increase in the sales and use tax provided by RCW 82.14.450 not be approved by the City of Spokane electorate, then this section is automatically repealed.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date