

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person 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 will still 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 April 24, 2023, meetings is below. All meetings will continue to 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 April 24, 2023:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2494 674 2985; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, April 24, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <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.) 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 items of interest not relating to the Current or Advance Agendas, pending hearing items, or 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.

**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. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

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. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last 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 will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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. 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. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). 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.

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

- 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, special consideration items, hearing items, 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 true first and last 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. 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 not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. 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.
- G. 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.
- H. City employees 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.
- I. 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 Director of Policy and Government Relations and/or 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 unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last 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 unless the time limit is adjusted by a majority vote of the Council. 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.
- C. No public testimony shall be taken on 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. 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.

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 24, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for April 24, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

**Please note the space in user name.
Both user name and password are case sensitive.**

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. 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 their true first and last 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.
- 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- 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 website at <https://my.spokanecity.org>.

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

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of City Council has been canceled. Items listed under the Legislative Session will be considered during the City Council's 3:30 p.m. Briefing/Administrative Session.

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Request motion to defer the following item indefinitely (CPR 1993-0069):

Design Review Board – Community Assembly Liason – One Appointment (Deferred from March 27, 2023, Agenda)	Confirm	CPR 1993-0069
Community, Housing, and Human Services Board – Three Appointments	Confirm	CPR 2012-0033
Bicycle Advisory Board – One Appointment	Confirm	CPR 1992-0059

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <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.) 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 and items of interest not relating to the Current or Advance Agendas, pending hearing items, or 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Purchases from Western States CAT (Spokane) of one CAT backhoe and one CAT loader for the Fleet Services Department to replace units that have reached the end of their economic lives—\$400,431.05 (incl. tax). (Council Sponsor: Council Member Stratton) | Approve | OPR 2023-0420 |
|--|---------|---------------|

- | | | | |
|----|--|----------------|---------------|
| 2. | Pre-approval to purchase/lease 12 units for various departments to allow the City to purchase the units at the time they become available and to avoid price increases from the time a quote is received—\$1,695,000. (Council Sponsor: Council Member Stratton) | Approve | OPR 2023-0421 |
| 3. | Contract Assignment and Assumption with Proclaim Liberty (Spokane) for utility infrastructure improvements at Liberty Park Terrace Apartments utilizing Connecting Housing to Infrastructure Program (CHIP) Grant funds—\$680,461. (Council Sponsors: Council President Beggs and Council Member Bingle) | Approve | OPR 2022-0581 |
| 4. | Agreement with Better Health Together (Spokane) to administer the Youth Homeless Demonstration Project Planning Grant—\$134,879. (Council Sponsor: Council Member Zappone) | Approve | OPR 2023-0422 |
| 5. | Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| | a. Jordan Bensen-Piscopo for the future construction of approximately 21 units, at Parcel Numbers 35294.1814 and 35294.1815, commonly known as 713 East 29th Avenue. | | OPR 2023-0423 |
| | b. 3508 E 34 th , LLC for the future construction of approximately 4 units, at Parcel Number 35342.2425 commonly known as 3508 East 34 th Avenue. | | OPR 2023-0424 |
| | c. Grandview-Washington, LLC for the future construction of approximately 348 units, at multiple parcel numbers commonly known as 3000 West 14 th Avenue. | | OPR 2023-0425 |
| | <p>The Conditional Agreements will ultimately result in the issuance of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Kinnear and Wilkerson)</p> | | |
| 6. | Consultant Contract Amendment with Stantec Consulting Services, Inc. (Spokane) for the Northeast Environmental Protection Agency Community Wide Assessment grant to include American Rescue Plan | Approve | OPR 2020-0603 |

Act funding to leverage and expand the subarea plan for this area from June 30, 2023, through December 30, 2026—\$330,791.91. (Council Sponsors: Council Members Cathcart, Bingle, and Kinnear)

- | | | | |
|-----|---|------------------------------------|--|
| 7. | <p>Consultant Agreement with GeoEngineers, Inc. (Spokane) for Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1—\$108,600 (plus tax, if applicable). (Council Sponsors: Council Members Stratton and Zappone)</p> | Approve | <p>OPR 2023-0426
RFQu 5820-23</p> |
| 8. | <p>Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department’s Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2023 through April 30, 2024—approximately \$97,331.77 (incl. tax). (Council Sponsors: Council Members Cathcart and Kinnear)</p> | Approve | <p>OPR 2021-0257</p> |
| 9. | <p>Master Contract Renewal 2 of 2 with Camtek, Inc. (Spokane) for camera/video management software and access control systems installation and maintenance for Asset Management from January 1, 2023, through December 31, 2023—\$350,000 (incl. tax). (Council Sponsor: Council Member Stratton)</p> | Approve | <p>OPR 2020-0067
RFP 5181-19</p> |
| 10. | <p>One-year Value Blanket Renewal 2 of 2 with Camtek, Inc. (Spokane) for all hardware and software licensing and/or maintenance they provide from March 1, 2023, through December 31, 2023—\$295,000. (Council Sponsor: Council Member Stratton)</p> | Approve | <p>OPR 2019-0073</p> |
| 11. | <p>Report of the Mayor of pending:</p> | Approve &
Authorize
Payments | <p>CPR 2023-0002</p> |
| | <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 14, 2023, total \$6,876,860.57, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,392,361.76.</p> | | |
| | <p>b. Payroll claims of previously approved obligations through April 15, 2023: \$8,764,760.50.</p> | | <p>CPR 2023-0003</p> |
| 12. | <p>City Council Meeting Minutes: April 20, 2023.</p> | Approve
All | <p>CPR 2023-0013</p> |

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

The following item was considered and adopted during the 6:00 p.m. Legislative Session on April 17, 2023 (RES 2023-0030):

RES 2023-0030 ~~Nominating the Spokane area to the State's Department of Health to be designated a Health Equity Zone. (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)~~

Request motion to suspend Council Rules and add the following items (RES 2023-0032, RES 2023-0033, and RES 2023-0034):

RES 2023-0032 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane. The no-cost water utility easement is 3,099 lineal feet by 30 feet wide for a total of 2.13 acres and is located in Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Larry Krauter

RES 2023-0033 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property in Spokane County Assessor Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, 15341.9001 comprising approximately 9.585 acres of land to Spokane County for Right-of-Way, Border Easement, and Slope Easement necessary for improvements to Craig Road. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Larry Krauter

RES 2023-0034 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located in Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Larry Krauter

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

RECOMMENDATION

Request motion to suspend Council Rules and add the following item (CPR 2023-0016):

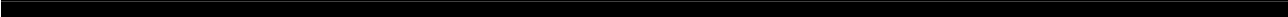
- | | | | |
|-----|--|------------------|---------------|
| S1. | Consideration of City Council letter to Michelle Weatherly at the Washington State Department of Health regarding the Spokane Regional Health District’s proposed relocation of the Opioid Treatment Center. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Chris Wright | Approve | CPR 2023-0016 |
| S2. | City Clerk Report on Initiative No. 2023-3 filed by Brian Hansen prohibiting encampments near schools, parks, playgrounds, and child care facilities.
Terri Pfister | Council Decision | LGL 2023-0025 |

NO HEARINGS

ADJOURNMENT

The April 24, 2023, Regular Legislative Session of the City Council is adjourned to May 1, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dross@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



NOTES



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	CPR 1993-0069
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT TO DESIGN REVIEW BOARD - COMMUNITY ASSEMBLY LIAISON

Agenda Wording
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen term: 3 year, 1/1/2023 - 12/31/2025

Summary (Background)
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen, term: 3 year, 1/1/2023 - 12/31/2025

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KIRK, JESSICA	<u>Study Session\Other</u>	
<u>Division Director</u>		<u>Council Sponsor</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jkirk@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kmccollim@spokanecity.org	
<u>Additional Approvals</u>		pstriker@spokanecity.org	
<u>Purchasing</u>			

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD - BOWERS

Agenda Wording

0520 Appointment to Community, Housing, and Human Services Board Casey Bowers term: 3 year 5/1/2023-5/1/2026

Summary (Background)

0520 Appointment to Community, Housing, and Human Services Board Casey Bowers term: 3 year 5/1/2023-5/1/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	jrathbun@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd

4/12/2023

Clerk's File #

CPR 2012-0033

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

JESSICA KIRK 5097206262

Project #**Contact E-Mail**

JKIRK@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES
BOARD - EDWARDS**Agenda Wording**0520 Appointment to Community, Housing, and Human Services Board David Edwards term: 3 year
5/1/2023-5/1/2026**Summary (Background)**0520 Appointment to Community, Housing, and Human Services Board David Edwards term: 3 year 5/1/2023-
5/1/2026

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

KIRK, JESSICA

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

jkirk@spokanecity.org

For the Mayor

SMITHSON, LYNDEN

jrathbun@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD - HOPE

Agenda Wording

0520 Appointment to Community, Housing, and Human Services Board Leslie K. Hope term: 3 year 5/1/2023-5/1/2026

Summary (Background)

0520 Appointment to Community, Housing, and Human Services Board Leslie K. Hope term: 3 year 5/1/2023-5/1/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	jrathbun@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 1992-0059
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO BICYCLE ADVISORY BOARD

Agenda Wording
 0520 Appointment to Bicycle Advisory Board Karim Habib term: 3 year 5/1/2023 - 5/1/2026

Summary (Background)
 0520 Appointment to Bicycle Advisory Board Karim Habib term: 3 year 5/1/2023 - 5/1/2026

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	KIRK, JESSICA	Study Session\Other	
Division Director		Council Sponsor	
Finance		Distribution List	
Legal		jkirk@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	cquinnhurst@spokanecity.org	
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/11/2023
Clerk's File #	OPR 2023-0420
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT #032119-CAT
Requisition #	20282 & 20283

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF CAT BACKHOE AND CAT LOADER

Agenda Wording
 Approve purchase of one (1) CAT Backhoe and one (1) CAT Loader from Western STATES CAT, Spokane, WA - estimated expenditure \$400,431.05 including tax

Summary (Background)
 The Street Department would like to purchase a CAT 420XE Backhoe and a CAT 926M Loader from Western States CAT, Spokane WA using Sourcewell Contract #032119-CAT. These pieces of equipment will replace units that have reached the end of their economic life.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Expense \$ 400,431.05	# 5110-71700-94000-56404	
Select \$	#	
Select \$	#	
Select \$	#	

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	UE - 4/10/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Approval to purchase a Caterpillar Backhoe & Loader
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Proposed Council Action	Approval
<p>Fiscal Impact Total Cost: <u>\$400,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fleet Replacement Funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data to compare lifecycle costs and fuel efficiency.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan.	



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0421
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE 20277, 20278, 20279, 20280, 20281, 20284

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PRE-APPROVAL TO PURCHASE 16 UNITS

Agenda Wording
 Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner.

Summary (Background)
 Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. Funding for these is included in the department budgets. See attached list.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 1,695,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	UE 4/10/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgidding@spokanecity.org 625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 PURCHASE OF 16 VEHICLES AND EQUIPMENT
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner than they typically have. Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 16 units. Funding for these is included in the department budgets. Please see attached list.
Proposed Council Action	Approve pre-approval
Fiscal Impact Total Cost: <u>\$2,000,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various Department Replacement Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected by Fleet in order to analyze and compare lifecycle cost and fuel efficiency.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital improvement Plan and Fleet Policy.	

Committee Agenda Sheet

2023 Pre-Approval of purchased/leased vehicles and equipment

VEHICLE	DEPT	QTY	ESTIMATED COST (EACH)	PURCHASE OR LEASE
6-Wheel Flush Truck/Deicer	Street RE 20277	2	\$340,000	Purchase
Freightliner M2 Chassis or similar Chassis for Construction Panel Van	Sewer	1	\$170,000	Purchase
Small AWD Electric/Hybrid vehicles or similar – TBD	Water RE 20284	5	Not to exceed \$150,000 total	Purchase or Lease
Elgin Mechanical Sweeper	Street RE 20278	1	\$450,000	Purchase
Ford F550 Flatbed	Street RE 20279	1	\$90,000	Purchase
Ford F450 Flatbed	Street RE 20280	1	\$85,000	Purchase
Ford F350 4x4	Street RE 20281	1	\$70,000	Purchase

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/4/2023
Clerk's File #	OPR 2022-0581
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	NATE SULYA 625-6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - ASSIGNMENT OF CHIP GRANT FUNDS FOR UTILITY INFRASTRUCTURE

Agenda Wording

Assigning CHIP grant to Proclaim Liberty for utility infrastructure improvements at Liberty Park Terrace.

Summary (Background)

In February 2022, the City was awarded a CHIP grant to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owner Proclaim Liberty) to provide affordable housing units. Liberty Park Terrace Phase 2 is currently developing and constructing 54 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems. The City is pre-approved by the Dept. of Commerce to assign administration of the grant.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense \$ 680,461.00

Select \$

Select \$

Select \$

Budget Account

4250-98864-99999-33442-10163

#

#

#

Approvals

Dept Head	DAVIS, MARCIA
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/23
Council Sponsor	CM Beggs/CM Bingle

Distribution List**Additional Approvals**

Purchasing	nsulya@spokanecity.org
ACCOUNTING - GRANTS	mdavis@spokanecity.org
	eschoedel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name	Nate Sulya
Contact Email & Phone	nsulya@spokanecity.org & 509-625-6988
Council Sponsor(s)	CP Beggs & CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CHIP Grant Assignee
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In February 2022, the City was awarded a Connecting Housing to Infrastructure Program (CHIP) grant. This grant is to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owned by Proclaim Liberty) to provide affordable housing units.</p> <p>Liberty Park Terrace Phase 2 is currently developing and constructing 54 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems.</p> <p>The City is pre-approved by the Dept. of Commerce to assign administration of the grant award to Proclaim Liberty.</p>
Proposed Council Action	The assignment agreement will be brought to city council for approval. Council action expected on 3/13/2023.
Fiscal Impact	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Dept. of Commerce CHIP Grant	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A - Grant award was \$680,460 and requires no match.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<i>Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters in Spokane's Perry District, for a period of at least 25 years, as a condition of receiving the Grant.</i>	
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?	
<i>Proclaim Liberty will be required to report on basic income, racial, and ethnic data for all renters once the project is completed. These reporting requirements will be a condition of public funding of the project.</i>	

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

City staff and other public funders of the project are required to review and monitor client eligibility (income and other funder requirements) annually.

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?

Liberty Park Terrace Phase II builds new units of affordable housing for low-mod-income renters. This project aligns with multiple housing priorities, and the housing emergency declaration.



City of Spokane
**CONTRACT ASSIGNMENT &
ASSUMPTION**

This Contract Assignment & Assumption is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, as "**Assignor**", whose address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and **Proclaim Liberty**, a Washington nonprofit corporation, whose address is 601 West Main Avenue, Suite 400, Spokane, Washington 99201-0613, as "**Assignee**", individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Washington State Department of Commerce (Commerce) and the Assignor entered into a Contract on August 3, 2022 (OPR 2022-0581), wherein Commerce awarded a Connecting Housing to Infrastructure Program Grant (CHIP) to support the development of affordable housing and infrastructure improvements related to Liberty Park Terrace Apartments; and

WHEREAS, Assignor, the City of Spokane, as a municipal corporation is the sponsor of the affordable housing project for purposes of receiving the CHIP grant; and

WHEREAS, Paragraph 8 of the General Terms and Conditions provides "For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner."; and

WHEREAS, the Assignor desires to assign the Contract to the Assignee in full and Assignee accepts and assumes all terms and conditions as stated in the CHIP grant OPR 2022-0581, a copy of which is attached hereto as Exhibit 'A'.

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

1. ASSIGNMENT & ASSUMPTION.

A. For value received, the Assignor assigns, transfers and conveys all of its rights, title and interest under OPR 2022-0581, attached hereto as Exhibit 'A', to the Assignee effective January 1, 2023.

B. The Assignee accepts the Assignment and agrees to assume all requirements and contractual rights and liabilities under OPR 2022-0581, to include without limitation, Assignee

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

OPR 2022-0581 – CHIP Grant

U2023-001

Attachment



Agenda Sheet for City Council Meeting of:

08/15/2022

Date Rec'd	8/3/2022
Clerk's File #	OPR 2022-0581
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0450 - CHIP GRANT FUNDING LIBERTY PARK TERRACE APARTMENTS

Agenda Wording

Connecting Housing to Infrastructure Program (CHIP) grant in the amount of \$680,461.00 for infrastructure improvements related to Liberty Park Terrace Apartments.

Summary (Background)

This Grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project. Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters for a period of at least 25 years as a condition of receiving the grant.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Revenue \$ 680,461.00

Select \$

Select \$

Select \$

Budget Account

4250 98864 99999 33442 99999

#

#

#

Approvals

Dept Head	DAVIS, MARCIA
Division Director	FEIST, MARLENE
Finance	KECK, KATHLEEN
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 7/25
Council Sponsor	Beggs

Distribution List

eraea@spokanecity.org
icmaccounting@spokanecity.org
mdavis@spokanecity.org
gdahl@spokanecity.org
publicworksaccounting@spokanecity.org

Additional Approvals

Purchasing

GRANTS, CONTRACTS & PURCHASING

MURRAY, MICHELLE



Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)
using State Capital Funds

Purpose:

To support the development of affordable housing by paying for water, sewer, and stormwater infrastructure improvements connections for the second phase of the Liberty Park Terrace affordable housing project

Start date: July 1, 2021

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

Face Sheet	iv
Declarations	1
Special Terms and Conditions	2
1. Authority	2
2. Acknowledgement of Federal Funding	2
3. Grant Management	2
4. Period of Performance, Costs Incurred, Reimbursement	2
5. Compensation	2
6. Billing Procedures and Payment	3
7. Subcontractor Data Collection	4
8. Commercial Prevailing Wage for Utility Connections	4
9. Historical or Cultural Resources, Human Remains	4
10. Audit	4
11. Debarment	5
12. Insurance	5
13. Compliance with Applicable Law and Regulations	7
14. Federal Exclusion	8
15. Registration with the System for Award Management (SAM)	8
16. Reduction In Funds	8
17. Ownership of Project/Capital Facilities	8
18. Change of Ownership or Use for Grantee-Owned Property	9
19. Change of Use for Leased Property Performance Measure	9
20. Termination for Fraud or Misrepresentation	9
21. Order of Precedence	9
General Terms and Conditions	10
1. Definitions	10
2. Administrative Cost Allocation	10
3. Allowable Costs	10
4. All Writings Contained Herein	10
5. Amendments	10
6. Americans with Disabilities Act (ADA)	10
7. Approval	10
8. Assignment	11
9. Attorney's Fees	11
10. Audit	11
11. Certification Regarding Debarment, Suspension or Ineligibility or Ineligibility and Voluntary Exclusion	11
12. Code Requirements	12
13. Confidentiality/Safeguarding of Information	12
14. Conformance	12
15. Conflict of Interest	13
16. Copyright Provisions	13
17. Disallowed Costs	14
18. Disputes	14
19. Duplicate Payment	14
20. Governing Law and Venue	14

21.	Indemnification.....	14
22.	Independent Capacity of the Grantee.....	15
23.	Industrial Insurance Coverage	15
24.	Laws	15
25.	Licensing, Accreditation and Registration	15
26.	Limitation of Authority	15
27.	Noncompliance With Nondiscrimination Laws	15
28.	Pay Equity.....	15
29.	Political Activities	16
30.	Prevailing Wage Law	16
31.	Procurement Standards for Federally Funded Programs	16
32.	Prohibition Against Payment of Bonus or Commission.....	16
33.	Publicity	17
34.	Recapture	17
35.	Records Maintenance	17
36.	Registration with Department of Revenue	17
37.	Right of Inspection	17
38.	Savings	17
39.	Severability	17
40.	Subcontracting.....	18
41.	Survival.....	18
42.	Taxes.....	18
43.	Termination for Cause	18
44.	Termination for Convenience	18
45.	Termination Procedures.....	19
46.	Treatment of Assets.....	19
47.	Waiver	20
48.	Work Hours and Safety Standards.....	20
	Attachment A- Scope of Work.....	21
	Attachment B- Certification of the Availability of Funds to Complete the Project	23
	Attachment C- Certification of the Payment and Reporting of Prevailing Wages	24

**Washington State Department of Commerce
Local Government Division, Growth Management Unit
Connecting Housing to Infrastructure Program (CHIP) Grant**

1. Grantee City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201		2. Project Address Liberty Park Terrace, Phase 2 1601 E. Hartson Avenue Spokane, WA 99202	
3. Grantee Representative Marcia Davis Principal Engineer (509)625-6398 mdavis@spokanecity.org		4. COMMERCE Representative Eric Guida Senior Planner (360)725-3044 eric.guida@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$680,461	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of execution	8. End Date June 30,2023
9. Federal Funds (as applicable) \$680,461	Federal Agency US Dept. Treasury	ALN (CFDA #): 21.027	
10. SWV # WA0003S	11. UBI # 328-013-877	12. DUNS # 115528189	13. UNIQUE ENTITY ID # PDNCLY8MYJN3
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake the construction of water, sewer, and stormwater utility improvements for the second phase of the Liberty Park Terrace affordable housing project, as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages.			

FOR GRANTEE

DocuSigned by:

Nadine Woodward

Nadine Woodward, Mayor

8/17/2022 | 11:55 AM PDT

Date

APPROVED AS TO FORM ONLY

DocuSigned by:

Michael J. Piccolo

Mike Piccolo
Assistant City Attorney

8/11/2022 | 11:35 AM PDT

Date

ATTEST

DocuSigned by:

Jenni Pfister

Terri Pfister
City Clerk

8/29/2022 | 5:44 PM PDT

Date

City Seal



FOR COMMERCE

DocuSigned by:

Mark Barkley

Mark K. Barkley, Assistant Director, Local Government
Division

8/30/2022 | 6:06 PM PDT

Date

APPROVED AS TO FORM ONLY

Sandra Adix

Sandra Adix
Assistant Attorney General

March 31, 2022

Date

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Spokane
Grant Number: 22-96720-106

PROJECT INFORMATION

Project Name: Liberty Park Terrace Phase 2
Project City: Spokane
Project State: Washington
Project Zip Code: 99202

GRANT INFORMATION

Grant Amount:	\$680,461
Appropriation Number:	2021 Washington State Capital Budget SSB 1080, Section 1074
Re-appropriation Number (if applicable):	
Grant End Date:	June 30, 2023, if funds are not re-appropriated. Grant End Date may be extended contingent on reappropriation
Biennium:	2021-2023
Biennium Close Date:	June 30, 2023
Earliest Date for Reimbursement:	March 3, 2021
Time of Performance:	In accordance with Special Terms and Conditions Number 4

FUNDING INFORMATION

Federal Funding:	Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.
Federal Award Agency:	US Department of Treasury
Amount of Federal Funds Obligated by this Action:	\$680,461

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRF0002
Total amount of the federal award: \$680,461

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the [GEO 21-02](#). In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).
<https://facides.census.gov/Account/Login.aspx>

10. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

12. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

14. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

15. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

17. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

18. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

19. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee to include assignees.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

3. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 4. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).
<https://facides.census.gov/Account/Login.aspx>

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for \$680,461 in capital expenditures for the Liberty Park Terrace Phase 2 project, a housing development in Spokane with 41 affordable units and 13 market rate units.

The location of the project is 1601 E. Hartson Avenue, Spokane, WA 99202.

Project activities will include the construction of the following utility improvements, based on the estimates below:

Water system improvements, including connection to the existing stub, 6-inch meter & DCVA in vault, the fire hydrant assembly including gate valve, domestic water meter, water tap fee, post indicator valve, fire department connection, 6 and 8 inch pipe in trench and bedding (plus hard rock removal), 2- and 4- inch water service;

Sewer system improvements, including connection to the existing sewer, sewer manhole, sewer cleanout, 6-, 8-, and 10- inch SS SDR 35 PVC pipe, trenching & bedding and patching where necessary;

Stormwater system improvements, including erosion and sediment control, StormTech Chamber system, rip rap, biofiltration swale, an area drain and catch basins, roof drain connections, 6- and 12-inch cleanouts 2- and 4- inch water service.

This project is expected to be complete by September 30, 2023.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Nadine Woodward, Mayor

DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,¹ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "Public Health and Economic Impacts" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "Building Stronger Communities through Investments in Housing and Neighborhoods" by serving those communities that were hardest hit by the pandemic through investments in affordable housing

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.² The Interim Final Rule supports this finding by stating that “both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began” including “low income communities, people of color, and Tribal communities.”³

² See specific language at printed pages 26795 and 26796 of the [Interim Final Rule](#) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

³ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

Type of Funding	Source Description and purpose	Amount
CHIP Grant	Washington State Department of Commerce	\$680,461
<i>Other Grants</i>		
Grant #1		
Grant #2		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1		\$
Total Local Revenue		\$0.00
<i>Other Funds</i>		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$0.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Nadine Woodward, Mayor

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

Before invoices are paid, the "awarding agency" must provide documentation of the "intent to pay prevailing wages". Before the final funds are paid from the state, an "affidavit of wages paid" from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.

Nadine Woodward, Mayor

DATE

Certificate Of Completion

Envelope Id: 916B953F2DBD467D9293D1FF729021A5

Status: Completed

Subject: Please DocuSign: COM 22-96720-106 CHIP Liberty Park Terrace Uls Final.pdf

Division:

Local Government

Program: CHIP - GMS

ContractNumber: 22-96760-106

DocumentType: Contract

Source Envelope:

Document Pages: 30

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Ashley Murphy

AutoNav: Enabled

1011 Plum Street SE

Enveloped Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

ashley.murphy@commerce.wa.gov

IP Address: 198.239.106.151

Record Tracking

Status: Original

Holder: Ashley Murphy

Location: DocuSign

8/10/2022 3:27:22 PM

ashley.murphy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


0E8DBB1D5EFE4BA...

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.6

Timestamp

Sent: 8/11/2022 11:34:00 AM

Viewed: 8/11/2022 11:35:14 AM

Signed: 8/11/2022 11:35:44 AM

Electronic Record and Signature Disclosure:

Accepted: 8/11/2022 11:35:14 AM

ID: ceb0c95f-6092-4c1e-a73f-b6882a1e58e4

Nadine Woodward

nwoodward@spokanecity.org

Mayor

City of Spokane

Security Level: Email, Account Authentication
(None)

DocuSigned by:


39651E7EC71D4A0...

Signature Adoption: Uploaded Signature Image

Using IP Address: 155.190.3.6

Sent: 8/11/2022 11:35:46 AM

Viewed: 8/17/2022 11:54:56 AM

Signed: 8/17/2022 11:55:03 AM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2021 9:06:06 AM

ID: 73a5b7ef-58a9-42fc-98f4-631606d52208

Terri Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

DocuSigned by:


CC56CBA4DCC84D6...

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.7

Sent: 8/17/2022 11:55:05 AM

Viewed: 8/22/2022 8:54:16 AM

Signed: 8/29/2022 5:44:51 PM

Electronic Record and Signature Disclosure:

Accepted: 7/12/2021 10:14:44 AM

ID: 30977f9f-c23d-498f-80d0-109c8ebc3f8a

Signer Events	Signature	Timestamp
<p>Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  80312B04865C458...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.78</p>	<p>Sent: 8/29/2022 5:44:53 PM Viewed: 8/30/2022 6:06:42 PM Signed: 8/30/2022 6:06:48 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

<p>Brittany Kraft bkraft@spokanecity.org Clerk II City of Spokane Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:00 AM</p>
--	---	------------------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Clerks clerks@spokanecity.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:01 AM Viewed: 8/11/2022 11:34:58 AM</p>
---	---	---

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:02 AM Viewed: 8/11/2022 1:29:15 PM</p>
---	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Marcia Davis mdavis@spokanecity.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:01 AM</p>
---	---	------------------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:02 AM</p>
---	---	------------------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Spokane eraea@spokanecity.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/11/2022 11:34:01 AM Viewed: 8/11/2022 1:10:41 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/2022 11:34:02 AM
Certified Delivered	Security Checked	8/30/2022 6:06:42 PM
Signing Complete	Security Checked	8/30/2022 6:06:48 PM
Completed	Security Checked	8/30/2022 6:06:48 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/10/2023
Clerk's File #	OPR 2023-0422
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24755

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 655.6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	#1680 YHDP PLANNING GRANT

Agenda Wording

Requesting permission to distribute \$134,879 to Better Health Together to administer the Youth Homeless Demonstration Project Planning Grant. The Planning Grant Coordinator will support the Youth Advisory Board and YHDP project implementation.

Summary (Background)

The Youth Homeless Demonstration Project Planning Grant I ended January 31st, 2023. We have funds to continue the planning support through December 31st, 2023. The grant will support 1 staff person at Better Health Together who will support the Youth Advisory Board, and ensure that the Coordinated community plan is being adhered to. The total amount for this grant is 134,879.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 134,879

Select \$

Select \$

Select \$

Budget Account

1541-95600-65410-54201-99999

#

#

#

Approvals

Dept Head MCCOLLIM, KIMBERLEY

Division Director MCCOLLIM, KIMBERLEY

Finance MURRAY, MICHELLE

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 4/10/23

Council Sponsor Zappone

Distribution List

kclifton@spokanecity.org

pgrinder@spokanecity.org

rolson@spokanecity.org

Additional Approvals

Purchasing NECHANICKY, JASON

ACCOUNTING - GRANTS MURRAY, MICHELLE

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND BETTER HEALTH TOGETHER ("GRANTEE")
IN CONJUNCTION WITH BETTER HEALTH TOGETHER**

1. Grantee BETTER HEALTH TOGETHER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201		2. Contract Amount 134,879.00		3. Tax ID 90-0997482	
				4. UEI# 78866232	
5. Grantee's Program Representative MELISSA MORRISON, PROGRAM MANAGER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 MELISSA@BETTERHEALTHTOGETHER.ORG			6. City's Program Representative RICHARD OLSON 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6579 ROLSON@SPOKANECITY.ORG		
7. Grantee's Contract Representative ALISON POULSEN 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509.499.0482 ALISON@BETTERHEALTHTOGETHER.ORG			8. City's Contract Representative JENN CERCEDES 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6055 JCERCEDES@SPOKANECITY.ORG		
9. Grantee's Financial Representative KIM HEATH 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 KIMH@BETTERHEALTHTOGETHER.ORG			10. City of Spokane Internal Items YHDP PLANNING GRANT II Vendor ID 045939		
11. Grantor Award # WA0528Y0T021900		12. Start Date 2/1/2023		13. End Date 12/31/2023	
14. Federal Funds Yes		CFDA # WA0528Y0T021900	Federal Agency HUD	Program Title Youth Homeless Demonstration Project	
15. Total Federal Award 134,879	16. Federal Award Date 9/22/2022		17. Research & Development? NO		18. Indirect Cost Rate 10%
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: YHDP PLANNING GRANT

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **BETTER HEALTH TOGETHER**, whose address is 157 S HOWARD AVE, SPOKANE, WA 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through RFP 1/23/22 for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated 1/23/2022. .
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin 2/1/2023 and shall run through 12/31/23, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED SEVENTY NINE AND 0/100 (\$134,879.00)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted

on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on

hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. INDEMNIFICATION. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the

Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances,

and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the city will comply with the Public Records Act and release the records.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Attest:

City Clerk

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment and Suspension

Attachment B – Scope of Services

Attachment D – Program Regulations

ATTACHMENT A

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

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

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Attachment B: Scope of Service

A. ACTIVITIES

The planning coordinator will lead, in conjunction with city staff, the community efforts in the initial phase of implementation, including providing support and technical assistance, monitoring and evaluating project performance, and promote the success of the YHDP initiative through a continuous quality improvement framework. These funds will be used to sustain the Youth Action Board (YAB) activities which include and continue to facilitate the creation of space for authentic youth voice in all YHDP and system-level activities. Funds will be used for compensating youth who participate in the ongoing review and monitoring the Coordinated Community Plan, implementation of new projects, and continuous quality improvements. Funds will also ensure that young people have access to required technology to participate in virtual meetings or transportation costs if meeting in person. In accordance with 24 CFR Part 578, YHDP planning funds will enable to the Collaborative Applicant to equitably pay young people for:

1. 578.7(c)(1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families; and
2. 578.7(c)(3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area.

YHDP Planning fund will be used to continue to develop ongoing collaboration with other mainstream housing and service providers.

Using YHDP Planning funds to compensate youth for their participation in YHDP and the Youth Action Board will ensure that youth with lived expertise are a critical partner in this work as we proceed from the start up phase into the implementation phase.

B. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. Budget

Category	Amount
Coordination Activities	\$ 134,879.00
Total	\$ 134,879.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY’s Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

D. Matching Contributions (If Applicable)

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match		33,720.00	
In-Kind Match			
Total Match Commitment		33,720.00	

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of the Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local, and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as a match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfil part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contribution to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

24 CFR part 578, 24 CFR part 200

Committee Agenda Sheet

Select Committee Name

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	YHDP Planning Grant II
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Youth Homeless Demonstration Project Planning Grant I ended January 31 st , 2023. We have funds to continue the planning support through December 31 st , 2023. The grant will support 1 staff person at Better Health Together who will support the Youth Advisory Board, and ensure that the Coordinated community plan is being adhered to. The total amount for this grant is 134,879.
Proposed Council Action	Please allow us to disburse these funds
Fiscal Impact	
Total Cost: <u>134,879</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: YHDP Planning Grant, HUD	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: requires match to be provided by BHT	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This will serve homeless youth	
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? As a planning grant no data is collected. The YHDP projects will enter program data in CMIS	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS for project level data	
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? Meets the Consolidated Plan requirements and the 5 year strategy to end homelessness.	



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0423
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – 29TH AVE APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jordan Bensen-Piscopo for the future construction of approximately 21 units, at Parcel Number(s) 35294.1814-15, commonly known as 713 E 29th Ave. This Conditional Agreement

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	Urban Experience
Council Sponsor	CMs Kinnear and

Additional Approvals

Purchasing

Distribution List

smacdonald@spokanecity.org
sgardner@spokanecity.org
mpiccolo@spokanecity.org
APPLICANT: Jordan Bensen-Piscopo
tstripes@spokanecity.org
jchurchill@spokanecity.org
rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - 29th Ave 21 Unit Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - 29th Ave 21 Unit Apartments</u> at April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 21 units, at 713 E 29th AVE SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned CC4-DC and the proposed use is allowed. Estimated Construction Costs: 4300000 Located in the Rockwood neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

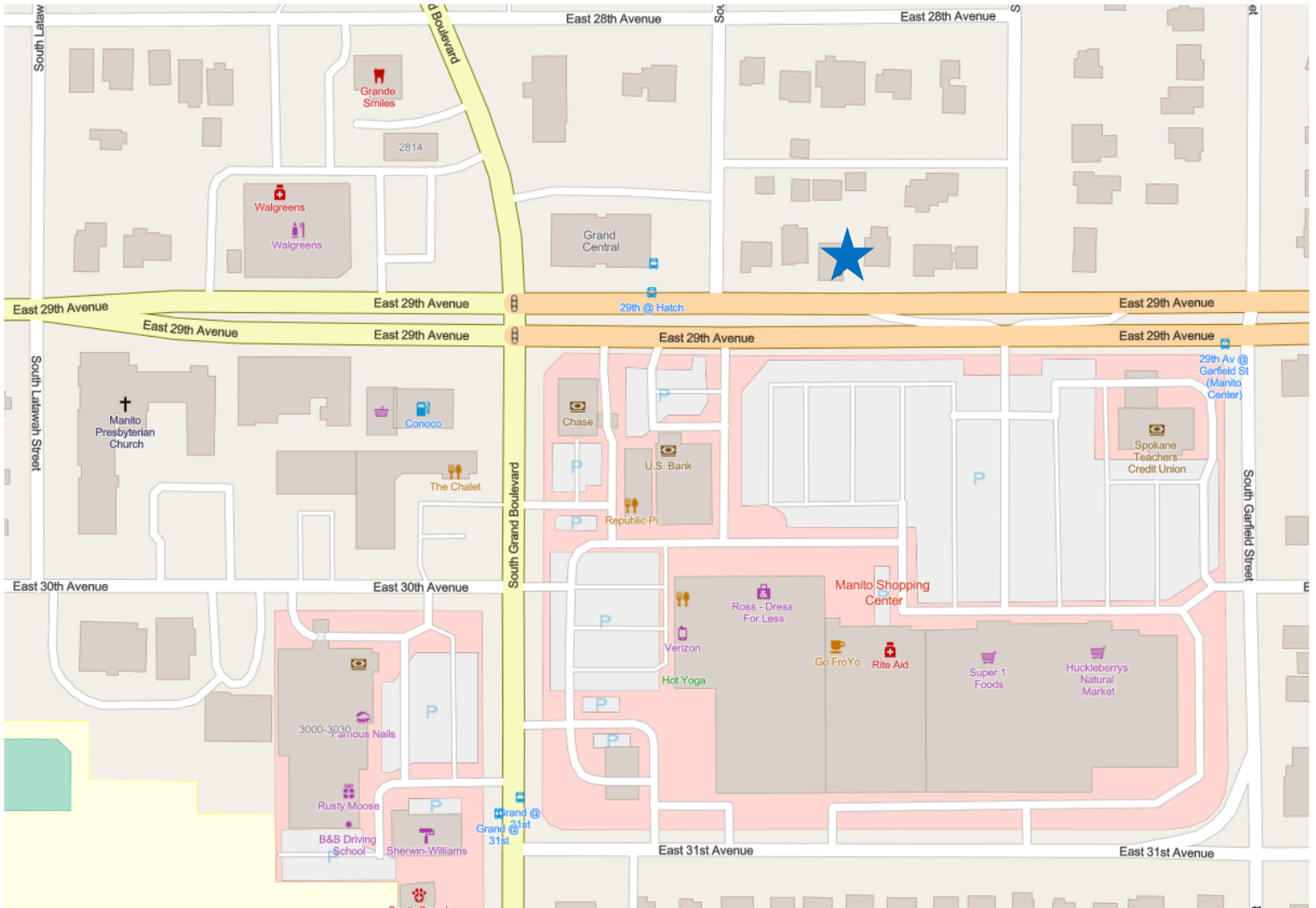
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: 29th Ave Apartments





PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 29FTW LLC, as "Owner/Taxpayer" whose business address is 1837 S ROCKWOOD BLVD SPOKANE, WA 99203-3456.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 40 FEET OF LOT "C", BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89°53'09"W A DISTANCE OF 1.10 FEET; THENCE S00°03'07"E A DISTANCE OF 38.26 FEET; THENCE N89°56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT 6, BLOCK 8 OF SAID PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89°57'53"E A DISTANCE OF 3.24 FEET; THENCE S00°03'07"E A DISTANCE OF 23.74 FEET; THENCE N89°57'48"E A DISTANCE OF 12.17 FEET; THENCE S00°02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89°53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

&

COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOT 6 AND THE WEST HALF OF LOT 7, BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF SAID LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89°57'53"E A DISTANCE OF 3.24 FEET; THENCE S00°03'07"E A DISTANCE OF 23.74 FEET; THENCE N89°57'48"E A DISTANCE OF 12.17 FEET; THENCE S00°02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89°53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89°53'09"W A DISTANCE OF 1.10 FEET; THENCE S00°03'07"E A DISTANCE OF 38.26 FEET; THENCE N89°56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) **35294.1814 & 35294.1815,**

commonly known as
713 & 717 E 29th AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **21** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is

issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's

ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

Jordan Bensen-Piscopo

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0424
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – LINCOLN HEIGHTS 4-UNIT		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with 3508 E 34th, LLC for the future construction of approximately 4 units, at Parcel Number(s) 35342.2425, commonly known as 3508 E 34th Ave. This Conditional Agreement

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Urban Experience
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear and
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	sgardner@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		Applicant: Ben Wharton (bwharton@htland.com)	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Distribution List	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Lincoln Heights 4-Unit Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Lincoln Heights 4-Unit</u> at the April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at <u>3508 E 34TH AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RSF and the proposed use is allowed. Estimated Construction Costs: 1370000 Located in the Lincoln Heights neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

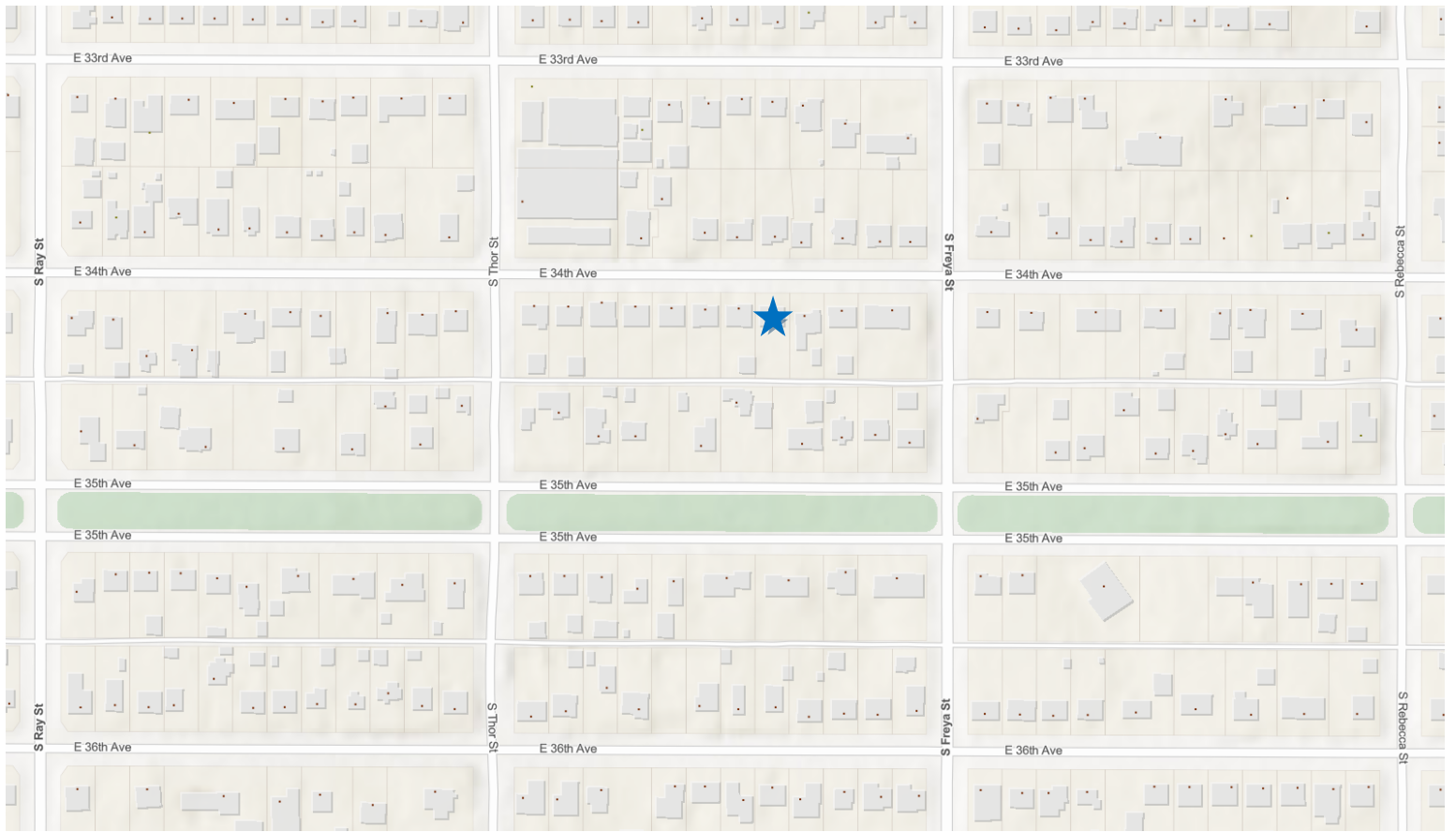
ED 7.4 Tax Incentives for Land Improvement

Site and Location: Lincoln Heights:

35342.2425

3508 E 34TH AVE







PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 3508 E 34th, LLC, as “Owner/Taxpayer” whose business address is 2234 Eastlake Ave PH1 Seattle, WA .

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LINCOLN HTS LT 8 BLK 21

Assessor’s Parcel Number(s) **35342.2425**,

commonly known as

3508 E 34TH AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

Grandview-Washington, LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0425
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – PROSE SPOKANE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC for the future construction of approximately 348 units, at Parcel Number(s) 25234.3901 (Multiple), commonly known as 3000 W 14th Ave This Conditional

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 04/10/2023
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear and
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	sgardner@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		Applicant: Brady Shinn (bshinn@allresco.com)	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List

<u>Distribution List</u>	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Prose Spokane Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a .12-yr Affordable Rentals of 12+ Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Prose Spokane</u> at the April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 348 units, at <u>3000 W 14TH AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: 75000000 Located in the Grandview/Thorpe neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

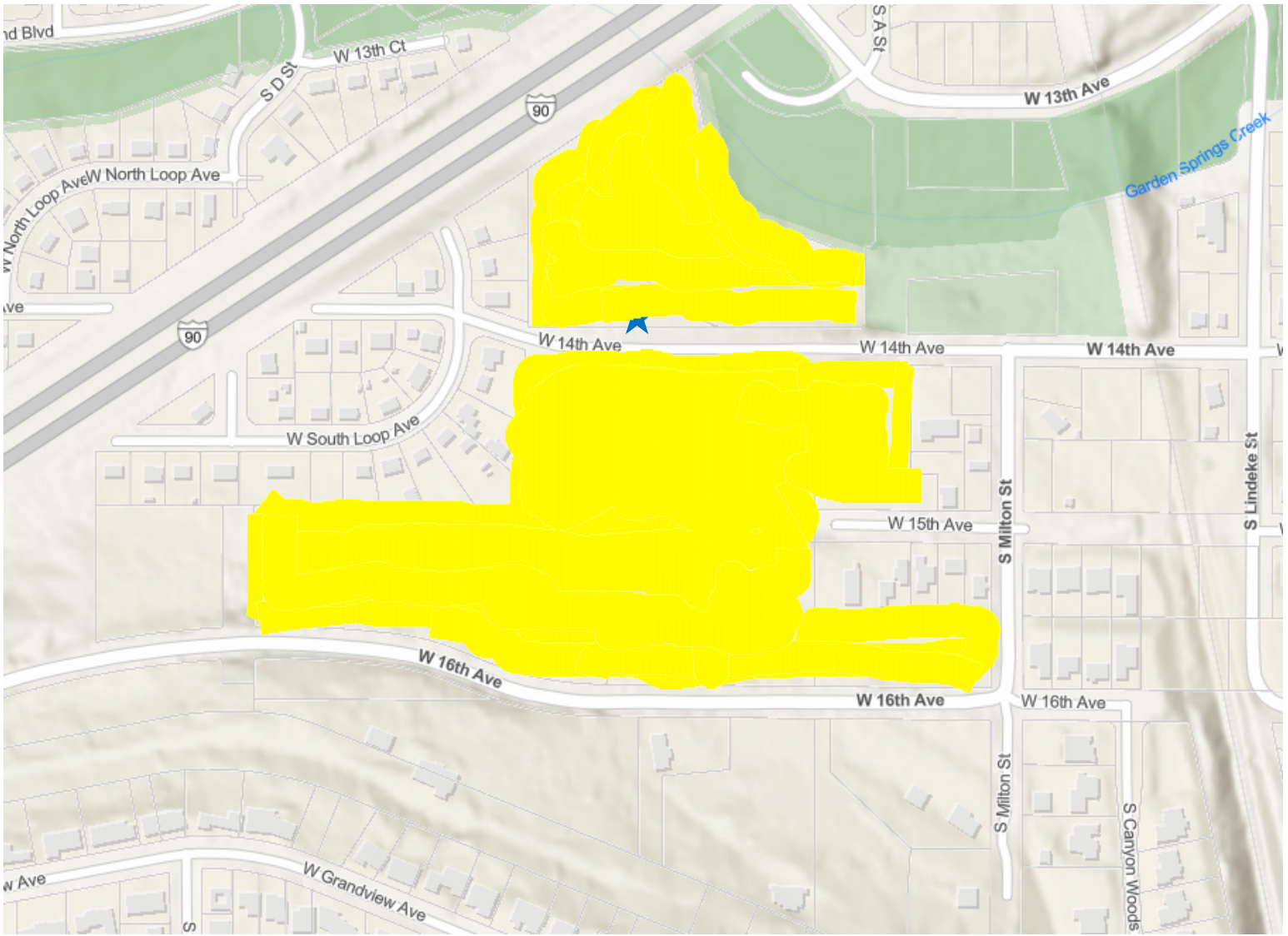
Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

Site & Location: Prose







PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and GRANDVIEW-WASHINGTON, LLC, as “Owner/Taxpayer” whose business address is 1732 FREMONT BLVD SEASIDE, CA 93955-.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

WOODLAND HTS ADD PTN OF LTS 7&8 BLK 16 LYG SELY I-90 AND ALL LTS 11 & 12 AND 17 - 20 BLK 16 ; TOGETHER WITH SWLY 1/2 OF VAC EVERGREEN DRIVE LYG NELY & ADJ TO; AND EXC ST HWY I-90

&

QUEEN ANNE SUB B6&7 LS 1 THRU 14 B2; INC VAC FIFTEEN TH AVES OF & ADJ & VAC C ST W OF & ADJ LS 7 & 8

&

QUEEN ANNE SUB B6&7 LS 1 THRU 14 B3 INC VAC C ST W O F & ADJ

&

QUEEN ANNE ADD PT OF B8-9 B8 EXC N270FT OF W175FT; B9 EXC N270FT; N1/2 OF VAC STP S OF&ADJ B8&9; EXC ST

&

QUEEN ANNE SUB B6&7 L8TO14 B4

&

**WOODLAND HTS ADD LTS1-2 EXC I-90 HWYAND ALL LTS 3 THRU13 BLK 15;
TOGETHER WITH SWLY 1/2 OF VAC WOODLAND BLVD LYG NELY & ADJ TO; TOGW
NELY 1/2 OF VAC EVERGREEN DRIVE SWLY OF & ADJ TO AND EXC STHWY I-90**

&

QUEEN ANNE SUB B6&7 ALL L4TO11;PT L12 B1 S67.5FT OF L12

Assessor's Parcel Number(s) **25234.3901, 25261.0201, 25261.0301, 25261.0501,
25256.2004, 25234.3801, 25266.1901**

commonly known as

**2900, 3000 & 3901 W 14TH AVE, 2830 W 15TH AVE, AND 2800, 2840 & 3105 W 16TH AVE
SPOKANE WA**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12+ Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other

than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **348** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least 30% of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability

involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

Grandview-Washington LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2020-0603
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TIM 6893	Project #	
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - EPA CWA GRANT CONTRACT AMENDMENT #2		

Agenda Wording

Amendment to a consultant contract for the Northeast EPA Community Wide Assessment grant to include ARPA funding to leverage and expand the subarea plan for this area.

Summary (Background)

At the July 27, 2020 Council meeting, a contract was approved with Stantec to strategically pursue grants for brownfield planning which led to the City being awarded for an EPA Community Wide Assessment grant for brownfield revitalization in NE Spokane. The first contract amendment was approved at the November 7, 2022 meeting with Stantec to perform this work. The City has since received \$330,791.91 to expand the planning efforts, which this proposed amendment represents.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 330791.91

Select \$

Select \$

Select \$

Budget Account

1425-88155-57215-54201-97252

#

#

#

Approvals

Dept Head BLACK, TIRRELL

Division Director BLACK, TIRRELL

Finance ORLOB, KIMBERLY

Legal BEATTIE, LAUREN

For the Mayor SMITHSON, LYNDEN

Additional Approvals

Purchasing

ACCOUNTING - BAIRD, CHRISTI

Council Notifications

Study Session\Other UE 4/10/23

Council Sponsor CMs Cathcart, Bingle &

Distribution List

tthompson@spokanecity.org

rshea@spokanecity.org

tstripes@spokanecity.org

Leonard Farr (signer) leonard.farr@stantec.com

smaedonald@spokanecity.org

sgardner@spokanecity.org,

rbenzie@spokanecity.org, Korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

jchurchill@spokanecity.org

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Tim Thompson, ext. 6893 & Ryan Shea, ext. 6087
Contact Email	tthompson@spokanecity.org / rshea@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle & CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	EPA Community-wide Assessment Grant Contract Amendment #2
Summary (Background)	<p>At the July 27, 2020 Council meeting the Council approved a contract with Stantec Consulting Services, Inc. for “strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites” (see Attachment 1). The City and Stantec then pursued and were awarded a \$500,000 EPA Community Wide Assessment (CWA) Grant for brownfield revitalization in Northeast Spokane, comprising of three contiguous census tracts (2,16, 144) including the historic Hillyard Neighborhood, located six miles northeast of downtown Spokane. At the November 7, 2022 Council meeting the Council approved a \$467,000 contract with Stantec to accomplish this work (see Attachment 2) in brownfield assessments and revitalization planning.</p> <p>When applying for this EPA CWA grant, City staff worked with the Northeast Public Development Authority (NEPDA) to leverage a grant they were awarded; a \$200,000 Department of Ecology Integrated Planning Grant (IPG) for planning and brownfield mitigation purposes to make the grant application more competitive. Since then, the City Council identified \$1,000,000 in American Rescue Plan Act Funds (ARPA) to be used for subarea planning within three distressed neighborhoods in Spokane: West Central, East Central, and Hillyard. City Staff then worked with Stantec to expand planning work in the EPA grant and the NEPDA’s IPG grant scopes leading to a more robust subarea plan. The attached scope combines all the interrelated subarea planning to be completed and specifically identifies which tasks and deliverables represent the ARPA-funded work (see Attachment 3).</p> <p>For this second contract amendment, we are proposing a contract amendment to add \$330,791.91 in ARPA subarea planning tasks (as seen in Attachment 3). This robust subarea plan aids community housing needs, employment opportunities, and community recovery and resiliency. The planning work will engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure.</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Original Contract, 7/27/20 2. First Contract Amendment, 11/7/22 3. Proposed Scope – ARPA Funded Components 4. ARP-CFLRF CFDA 21.027 Funding

Proposed Council Action & Date	Approval at an April Council meeting to amend a Consultant Contract for the Northeast EPA Community Wide Assessment grant to include ARPA funding to leverage and expand the subarea plan for this area.
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>The NE Spokane target area includes 12,599 of Spokane’s most economically distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area’s most sensitive populations. With this amendment, the project would include an additional \$330,791.91 of ARPA funds to engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure by expanding the subarea planning.</p>	
<p><i>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?</i></p> <p>For the EPA Grant we have to complete Section 106 Cultural Consultations to the sites we will conduct Phase I and Phase II reports on and the grant also requires: MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.</p>	
<p><i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i></p> <p>For the brownfield portion of the project, sites provided environmental services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment. For the subarea planning, coordination with local stakeholders will be maintained and the project adjusted as necessary to ensure the project fits the area.</p>	

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

This funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation. The subarea planning touches on nearly all the comprehensive planning goals and takes into consideration previous planning efforts:

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Transportation Policies:

- TR 1: Transportation Network for All Users
- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 8: Moving Freight
- TR 9: Promote Economic Opportunity
- TR 17: Paving Existing Unpaved Streets
- TR 19: Plan Collaboratively
- TR 23: Effective and Enhanced Public Outreach

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Comprehensive Plan Capital Facilities Policies:

- CFU 1.1 Level of Service
- CFU 2.1 Available Public Facilities
- CFU 4.1 Compact Development
- CFU 6.1 Community Revitalization
- CFU 6.2 Economic Development

Comprehensive Plan Natural Environment Policies:

- NE 13.1 Walkway and Bicycle Path System

City of Spokane Housing Action Plan (2021)

The Yard Redevelopment Master Plan (2017)

Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan (2010)



City of Spokane

CONTRACT AMENDMENT

Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

This Contract Amendment is made and entered into by and between the **City Of Spokane** as (“City”), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the City with grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to, the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and

WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions;

WHEREAS, with the addition of ARPA funds Consultant can add additional work, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 30, 2023 and shall run through December 30, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following work accordance with the March 15, 2023 Scope of Work:

The additional ARPA funding provides for expanded sub-area planning work for Northeast Hillyard area and the Northeast Public Development Authority. This expanded work will benefit the neighborhood residents by planning for economic recovery and resiliency in a severely economically disadvantaged census tracts and neighborhood.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THIRTY THOUSAND SEVEN HUNDRED NINETY-ONE AND 91/100 DOLLARS (\$330,791.91)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachment:

Consultant's March 15, 2023 Scope of Work
Attachment - ARP/CSLFRF CFDA 21.027
Attachment – General Terms and Conditions

ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with

the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act–Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000

must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);

- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));

- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for


influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency
Date

print name and title

	Agenda Sheet for City Council Meeting of:		Date Rec'd	7/15/2020
	07/27/2020		Clerk's File #	OPR 2020-0603
			Renews #	
Submitting Dept	PLANNING		Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597		Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG		Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	0650 - BROWNFIELD GRANT PURSUIT AGREEMENT W/STANTEC CONSULTING			
Agenda Wording				
This Contract with STANTEC CONSULTING SERVICES, INC. Provides for strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites				
Summary (Background)				
This Contract with STANTEC CONSULTING SERVICES, INC. initial work, includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.				
Fiscal Impact		Grant related? YES	Budget Account	
		Public Works? NO		
Neutral	\$ 0		# 1360-94173-58620-54201-99999	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approvals			Council Notifications	
Dept Head	MEULER, LOUIS		Study Session\Other	PIES Briefing 6/22/20
Division Director	CORTRIGHT, CARLY		Council Sponsor	CM Beggs & CM Cathcart
Finance	ORLOB, KIMBERLY		Distribution List	
Legal	ODLE, MARI		sstopher@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		tblack@spokanecity.org	
Additional Approvals			lmeuler@spokanecity.org	
Purchasing			tstripes@spokanecity.org	
GRANTS &	STOPHER, SALLY		sstopher@spokanecity.org	
Approved by Spokane	City Council		korlob@spokanecity.org	
on: 7-27-2020			sbishop@spokanecity.org	

DocuSigned by:

Jenni Pfister

CC56CBA4DCC84D6...
City Clerk

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Business & Neighborhood Services, Planning & Economic Development
Subject:	Future Brownfield Grants and Implementation consultant contract for the Planning & Economic Development's Brownfields program
Date:	6/22/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Council President Beggs and Council Member Cathcart
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee & Urban Experience and Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.
Strategic Initiative:	Optimizing Public Assets and Growing Targeted Areas
Deadline:	6/29/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provides for strategic successful grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites
<p>Background/History: In 2014, we awarded a contract to a consultant chosen through a Request for Proposal procurement process for Brownfield grant and implementation assistance. That contract led to five successful (100%) grant applications and \$1.6M in funding for Phase I & II work in the YARD and University District as well as the cleanup of contamination in Riverfront Park. That success has led to our 2020 Request for Proposal (RFP #5252-20) and the selection of a consultant firm to again provide this assistance under a new three year contract.</p>	
<p>Executive Summary:</p> <p>The 2020 Request for Proposal Status:</p> <ul style="list-style-type: none"> • Staff and review committee have selected a top scoring Firm • Staff has negotiated a favorable contract framework with Firm • Staff is working with legal to develop the contract • Staff will proceed with an agenda request for Council's approval of the contract <p>At this time, the contract's significant points are:</p> <p>The initial work, which includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.</p> <p>Any grant writing other than a site specific or community wide assessment application is contingent upon the availability of funding and will be provided according to the costs proposed in the Firm's Brownfield Grants and Implementation Services (RFP #5252-20) April 20, 2020 proposal.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (no revenues or expenses until grants are awarded in 2021)</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	

If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:		
Known challenges/barriers:		

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:	Type of expenditure: Goods <input type="radio"/> Services <input type="radio"/>
Department: N/A	
Approving Supervisor: N/A	
Amount of Proposed Expenditure: N/A	
Funding Source: N/A	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
What are the impacts if expenses are deferred?	
What alternative resources have been considered?	
Description of the goods or service and any additional information?	
Person Submitting Form/Contact:	
FINANCE SIGNATURE:	CITY ADMINISTRATOR SIGNATURE:
_____	_____



City of Spokane
CONSULTANT AGREEMENT
Title: BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES; and

WHEREAS, the Consultant has been selected through RFP No. 5252-20.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional two-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Response to RFP dated April 20, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Payment for Consultant's services will be paid as outlined in the Cost Proposal section of Exhibit B.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Planning Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or lawsuits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or

will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. Upon full payment of all monies owed to the Consultant, the Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City. The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent. Files sent in protected PDF format may be relied on.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any

other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section

shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, epidemic, pandemic, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

DocuSigned by:
 By Chris Gdak
 Signature 1F2C62455... Date 8/4/2020

DocuSigned by:
 By Nadine Woodward
 Signature 51E7EC71D4A0... Date 8/4/2020

Chris Gdak
Type or Print Name

Nadine Woodward
Type or Print Name

Sr. Principal, Environmental Services
Title

Mayor
Title

Attest:

Approved as to form:

DocuSigned by: DS
Jenni Pfister
 City Clerk 44DCC84D6...

DocuSigned by:
Mike Piccolo
 Assistant City Attorney 11B04E4A...



Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B - Consultant's Scope of Work dated April 20, 2020

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

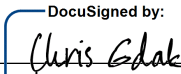

<p>_____ Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>_____ Program Title (Type or Print)</p>
<p>Chris Gdak Name of Certifying Official (Type or Print)</p> <p>Sr. Principal, Environmental Services Title of Certifying Official (Type or Print)</p>	<p>DocuSigned by:  Signature 8076D91F2C62455...</p> <p>8/4/2020 Date (Type or Print)</p>

EXHIBIT B

	Agenda Sheet for City Council Meeting of:		Date Rec'd	10/25/2022	
	11/07/2022		Clerk's File #	OPR 2020-0603	
			Renews #		
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT		Cross Ref #		
Contact Name/Phone	TERI STRIPES	X6597	Project #		
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG		Bid #		
Agenda Item Type	Contract Item		Requisition #	CR	
Agenda Item Name	0650 - STANTEC CONSULTING BROWNFIELD GRANT AMENDMENT AND EXTENSION				
Agenda Wording					
Amending a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement pursuant to OPR 2020-0603					
Summary (Background)					
Stantec Consulting Services Inc. previously completed grant application services in coordination with the EPA for the Brownfields Community Assessment grant. This amendment serves to expand the additional work set out in the attached Scope of Work dated September 1, 2022. The extension shall become effective on June 30, 2023 and run through December 30, 2026.					
Lease?	NO	Grant related?	YES	Public Works?	NO
Fiscal Impact			Budget Account		
Expense	\$ 467,000		#	1360-94173-58620-54201-99999	
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
Dept Head	GARDNER, SPENCER		Study Session\Other	UE 10/10/2022	
Division Director	MACDONALD, STEVEN		Council Sponsor	CMs Cathcart & Bingle	
Finance	ORLOB, KIMBERLY		Distribution List		
Legal			tstripes@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL		smacdonald@spokanecity.org		
Additional Approvals			sgardner@spokanecity.org		
Purchasing			rbenzie@spokanecity.org		
ACCOUNTING - GRANTS	MURRAY, MICHELLE		jchurchill@spokanecity.org		
			korlob@spokanecity.org		
Approved by Spokane City	Council on: 11/7/2022		jlargent@spokanecity.org		



City Clerk



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

This Contract Amendment/Extension is made and entered into by and between the **City Of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and

WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and

WHEREAS, the grant implementation phase of the project requires additional funding to be reimbursed to the City utilizing funding from the FY2022 Grant, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on June 30, 2023 and shall run through December 30, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the additional work set out in the September 1, 2022 Scope of Work attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED SIXTY-SEVEN THOUSAND HUNDRED AND NO/100 DOLLARS (467,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By Chris Gdak 11/8/2022
Signature Date

By Nadine Woodward 11/15/2022
Signature Date

Chris Gdak
Type or Print Name

Nadine Woodward
Type or Print Name

Sr. Principal, Environmental Services
Title

Mayor
Title

Attest:

Approved as to form:

Michael J. Piccolo
City Clerk

Michael J. Piccolo
Assistant City Attorney

Attachment:

Consultant's September 1, 2022 Scope of Work

22-178





Stantec Consulting Services Inc.
3400 188th Street SW, Suite 285
Lynnwood WA 98037-4772

September 1, 2022

Project/File: Scope of Work/Budget for Implementation of Spokane's FY2022 EPA Brownfield Community-Wide Assessment (CWA) Grant

Teri Stripes

City of Spokane
Planning and Economic Development
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Teri,

Stantec Consulting Services Inc. (Stantec) has prepared the following scope of work/budget to provide the contractual services detailed in the City of Spokane's Cooperative Agreement (CA) Work Plan for its Fiscal Year (FY) 2022 EPA Brownfield Community-Wide Assessment (CWA) Grant. A brief description of the proposed scope of work/budget for each of the four (4) primary project tasks is provided below. The CA Work Plan and a rate schedule are attached.

Scope of Work/Budget

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2020-0603, which was executed on July 15, 2020. The grant implementation services phase of the project will include a wide range of brownfield contractual services that will be performed by Stantec as an amendment to contract OPR 2020-0603. These contractual services will be reimbursed to the City utilizing funding from the FY2022 grant.

The contractual services are further detailed in the attached CA Work Plan, which was approved by EPA on July 27, 2022. As discussed in the CA Work Plan, the total amount of contractual services has been established as \$467,000 for the four (4) main tasks described below:

Task	Task Description	Contractual Budget
1	Project Management, Reporting & Other Eligible Program Activities	\$18,000
2	Community Engagement	\$12,000
3	Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	\$357,000
4	Area-Wide Planning	\$80,000
Total Contractual Budget		\$467,000

Under Task 1, Stantec will participate in regular meetings with the City, complete ACRES entries and updates and drafting quarterly/annual/final reports for the City's approval and submittal to the EPA. Under Task 2, Stantec will assist the City in preparing community outreach/engagement materials, and participate in stakeholder meetings over the course of the project.

September 1, 2022
Teri Stripes
Page 2 of 2

Reference: Scope of Work/Budget for Implementation of FY2022 EPA Brownfield CWA Grant

Schedule and Typical Project Costs

Although the cost for tasks can be highly variable depending on the complexity of the site/activity, typical costs for select outputs are as follows:

- Eligibility Determinations: \$750 to \$1,300
- Phase I Environmental Site Investigation: \$5,000 to \$10,000
- Phase II Environmental Site Assessments: \$30,000 to \$60,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$15,000

Implementation services will be performed on a time and materials basis not to exceed the contractual budget amounts established in the CA Work Plan. The scope of work will be further defined on an ongoing basis as the project progresses, including periodic CA Work Plan amendments as needed and approved by the City/EPA over the course of the project.

STANTEC CONSULTING SERVICES INC.



Cyrus Gorman LG
Project Manager
Phone: (425) 599-9302
cyrus.gorman@stantec.com



Chris Gdak
Senior Principal, Environmental Services
Phone: (425) 698-7398
chris.gdak@stantec.com

Attachment: CA Work Plan; Rate Schedule and Other Direct Reimbursements.

COOPERATIVE AGREEMENT WORKPLAN

**EPA Region 10
FY2022 BROWNFIELDS ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

FY2022 Spokane Brownfields Community-Wide Assessment Grant

Anticipated Period of Performance (4 years):

October 1, 2022 to September 30, 2026

Submitted on:

June 6, 2022 (Draft Work Plan)
July 14, 2022 (Revised Draft Work Plan)
July 27, 2022 (Final Work Plan)

Submitted by:

Teri Stripes, Assistant Planner II (Brownfields Program Manager)
City of Spokane, Planning and Development Services
808 W Spokane Falls Blvd, Spokane WA 99201
Phone: 509.625.6597
Fax: 509.625.6013
Email: tstripes@spokanecity.org
Website: <https://my.spokanecity.org/>

Cooperative Agreement Number: **TBD**

Table of Contents

1	INTRODUCTION	1
1.1	Project Description, Goals & Objectives	1
1.2	Organizational Structure & Responsibilities	1
1.2.1	Key Personnel	1
1.2.2	Regulatory Agencies.....	2
1.2.3	Consultant Team	2
1.2.4	Brownfield Advisory Committee (BAC)	3
1.2.5	Summary of Roles & Responsibilities by Project Task.....	4
1.3	Project Outputs & Outcomes	4
1.3.1	Project Outputs	4
1.3.2	Project Outcomes	5
2	PROJECT TASK DESCRIPTIONS	6
2.1	Task 1 – Project Management, Reporting & Other Eligible Activities	6
2.1.1	Project Management & Reporting	6
2.1.2	Other Eligible Activities	7
2.1.3	Contractor Procurement.....	7
2.2	Task 2 - Community Engagement & Site Selection	7
2.2.1	Community Outreach & Involvement Activities	7
2.2.2	Project Updates & Other Public Information Activities	9
2.2.3	Site Inventory & Prioritization Activities	9
2.2.4	Site Eligibility Determination (ED) Request Activities.....	11
2.3	Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	11
2.3.1	Phase I ESA Activities	11
2.3.2	Phase II ESA & RBM Survey Activities	12
2.3.3	Site-Specific Cleanup/Reuse Plans	13
2.4	Task 4 – Area-Wide Planning (AWP)	14
2.4.1	Area-Wide Planning	14
3	SCHEDULE & DELIVERABLES	14
4	BUDGET.....	16
4.1	Budget Table	16
4.2	Budget Narrative.....	17

1 Introduction

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected the City of Spokane (referred to as “the City”) as a recipient of a Fiscal Year 2022 (FY22) Brownfield Assessment Grant with funding in the amount of \$500,000 to be used within a four-year period of performance.

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (2, 16 and 144), including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (such as the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment.

Northeast Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (like the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment. Preliminary brownfields identified during preparation of the grant application include former railyards, auto repair and service stations, abandoned residential properties with aging structures that may contain regulated building materials, and various commercial properties.

The City will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 8 sites, and Phase II ESAs at up to 6 sites, and Regulated Building Materials (RBM) Surveys at up to 4 sites. The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) and/or Reuse Plans for up to 4 sites and an area-wide planning study for the Market Street Corridor located in the Hillyard Business District (HBD).

1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

1.2.1 KEY PERSONNEL

The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

City of Spokane Key Personnel		
Personnel Name & Title	Organization	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509.625.6597 Email: tstripes@spokanecity.org
Spencer Gardner <i>Director, Planning Services</i>	City of Spokane, Community and Economic Development Department	Phone: 509.625.6097 Email: sgardner@spokanecity.org

1.2.2 REGULATORY AGENCIES

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The City will coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The City will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

Regulatory Agency Key Personnel		
Personnel Name & Title	Organization	Contact Info
Terri Griffith <i>EPA Brownfield Project Manager</i>	EPA Region 10 Brownfield Program	Phone: 206.553.8511 Email: griffith.terri@epa.gov
Sandra Treccani <i>Site Manager/Hydrogeologist</i>	Washington State Department of Ecology Toxics Cleanup Program	Phone: 509.329.3412 Email: Sandra.treccanni@ecy.wa.gov

1.2.3 ENVIRONMENTAL CONTRACTOR/CONSULTANT TEAM

The City routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified environmental contractor/consultant team. In the Summer of 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected by the City to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

Environmental Contractor/Consultant Team		
Personnel Name & Title	Organization	Contact Info
Cyrus Gorman, LG <i>Senior Associate/Project Manager</i>	Stantec	Phone: 206.494.5029 Email: cyrus.gorman@stantec.com
Aaron Wisher <i>Project Geologist/Field Crew Lead</i>	Stantec	Phone: 206.494.5043 Email: aaron.wisher@stantec.com

1.2.4 BROWNFIELD ADVISORY COMMITTEE (BAC)

The City has received commitment from community stakeholders for participation on a Brownfield Advisory Committee (BAC). The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. The BAC will serve as the Project steering committee and will be comprised of representatives from community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

BAC Members		
Personnel Name	Organization	Contact Info
Jesse Bank	Northeast Spokane Public Development Authority (NEPDA)	<i>Contact info is not available at this time. Jesse is starting July 2022 and does not have an email/phone number yet.</i>
Bob Hilmes	Washington State Department of Transportation (WSDOT)	Phone: 509-324-6089 Email: hilmesb@wsdot.wa.gov
Dr. Francisco R. Velázquez	Spokane County Regional Health District	Phone: 509-324-1500 Email: fvelazquez@srhd.org
Gary Ballew	Greater Spokane Inc.	Phone: 509-321-3634 Email: gballew@greaterspokane.org
Joel While	Spokane Home Builders	Phone: 509-532-4990 Email: jwhite@shba.com
Dave Richardson	Northeast Community Center	Phone: 509-487-1603
Amber Waldref	The Zone Project	Phone: 509-625-6255 Email: awaldref@necommunitycenter.com
Barb Stout-Henggeler	Minnehaha Neighborhood Council	Phone: 509-863-6927 Email: chair.minnehaha@gmail.com
Joe Carter	Hillyard Neighborhood Council	Phone: 509-625-6343 Email: hnc.hillyard.chair@gmail.com ;
Steve MacDonald	Spokane Community & Economic Development Department	Phone: 509.625.6835 Email: smacdonald@spokanecity.org

1.2.5 SUMMARY OF ROLES & RESPONSIBILITIES BY PROJECT TASK

Brownfield assessment funding from the EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be conducted by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- Task 1 - Grant Management, Reporting & Other Eligible Activities: This task will be carried out by the City with assistance from the Consultant.
- Task 2 – Community Engagement & Site Selection: This task will be facilitated by the Consultant with assistance from the City and NEPDA. The City will develop the site prioritization criteria (with input from the BAC) and approve the prioritization process. Eligibility determination (ED) requests for use of grant funds will be submitted to EPA for review and concurrence. ED requests for sites where petroleum is known or suspected will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- Task 3 - Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans: This task will be carried out by the Consultant with assistance from the City.
- Task 4 - Area-Wide Planning (AWP): This task will be conducted by the Consultant with assistance from the City.

1.3 Project Outputs & Outcomes

1.3.1 PROJECT OUTPUTS

The City has already prepared an inventory of brownfield sites and will use this database to assess brownfields within the community to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Activities

- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Create and update property profiles in EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Final Performance Report.

Task 2 – Community Engagement & Site Selection

Community Engagement:

- The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. NEPDA will coordinate and conduct meetings with the BAC (a minimum of 8 meetings), general public, and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare a Community Involvement Plan (CIP) detailing outreach strategies to be implemented throughout the project.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).

- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Prepare a Site Nomination Form for distribution to property owners and other stakeholders.
- Update the City's existing Brownfield Program webpage with project-specific information.

Site Selection:

Inventory activities have previously been performed under past EPA Grants. The inventory will be revisited to identify data gaps and add new sites, as needed. The City will leverage prior inventory activities and focus on stakeholder engagement to identify priority sites. As additional sites are identified, additional inventory activities will be completed in support of eligibility and assessment activities. Activities are anticipated to include:

- Prioritize sites identified in the brownfield inventory completed for the target area.
- Conduct windshield survey activities for new sites added the inventory.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific ED requests for priority sites for submittal to EPA and/or Ecology (petroleum sites).

Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Endangered Species Act Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-21 at up to 8 high priority brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 6 high priority brownfield sites.
- Complete RBM Surveys at up to 4 high priority brownfield sites.
- Prepare site-specific ABCAs and/or RAPs and/or Reuse Plans for up to 4 high-priority brownfields sites.

Task 4 – Area-Wide Planning (AWP)

- Complete one brownfield AWP study including a market/feasibility study, design charettes and renderings for the Market Street Corridor area in the Hillyard Business District (HBD).

1.3.2 PROJECT OUTCOMES

Grant funding will allow the City to continue its Brownfield Site Reuse and Revitalization Program. The City has developed an organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Numbers of sites/acres cleaned up.
- Numbers of sites for which property title transfers are facilitated.
- Numbers of sites and acres of land redeveloped.
- Numbers of acres of Greenspace created.
- Amount of private investment and other funding leveraged.

- Number of jobs created or retained.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of community meetings held.

2 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task.

2.1 Task 1 – Project Management, Reporting & Other Eligible Activities

2.1.1 PROJECT MANAGEMENT & REPORTING

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The City with support from the Consultant.

Milestones, Deliverables & Schedule:

- The Brownfields Program Manager (Teri Stripes) will coordinate grant activities with the Consultant and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- FFR and DBE Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A Final Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as the QPRs but will cover the entire Project period. In addition, the final report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 OTHER ELIGIBLE ACTIVITIES

Objective: Attend one national brownfield conference/training and one regional brownfield conference/training.

Activities: Two City personnel will attend three national brownfield conference/training and/or regional brownfield conference/training events.

Lead: The City.

Milestones, Deliverables & Schedule:

- The next regional brownfields conference is anticipated for 2023.
- The next national brownfields conference the City plans to attend is anticipated for 2024.

2.1.3 CONTRACTOR PROCUREMENT

Objective: Procurement of a contractor in accordance with a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500).

Activities: The City issued a request for proposal from qualified consultants on March 13, 2020 for grant writing and implementation services.

Lead: The City.

Milestones, Deliverables & Schedule:

- The City received proposals from 6 qualified firms.
- On May 20, 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.
- The City Council was briefed on the Consultant contract on July 20, 2020 and contract authorization was approved by the City Council on July 27, 2020.
- The Consultant's contract was executed by the City on August 4, 2020.

2.2 Task 2 - Community Engagement & Site Selection

2.2.1 COMMUNITY OUTREACH & INVOLVEMENT ACTIVITIES

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing BAC meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of AWP activities.

The City will work closely with its project partners to solicit input, connect with key stakeholders, conduct outreach and engagement activities, and facilitate the site prioritization and selection process. Within the first quarter, the City will prepare a grant-specific Community Involvement Plan (CIP). The CIP will utilize existing channels of communication, including:

- The City encourages community participation through their dedicated brownfields and project-specific webpages (<https://my.spokanecity.org/economicdevelopment/incentives/brownfields-program>).
- NEPDA will serve as the primary conduit for communication between the City and Hillyard stakeholders, encouraging participation through a dedicated project webpage, blog posts, informative handouts, and quarterly meetings at the Northeast Community Center in the Hillyard Neighborhood.
- The Spokane Homebuilders Association will disseminate info to their members via regular newsletters and meeting regarding activities that can be funded by the grant to support affordable housing projects.

The City and its project partners will also utilize other proven strategies to unlock developer interest and reach the most disenfranchised stakeholders. These methods will be adjusted as needed to incorporate appropriate social distancing and other measures being taken to reduce the spread of COVID-19:

- **Meetings with Property/Business Owners and Developers:** The City regularly conducts meetings with property/business owners and developers and will leverage these relationships to solicit interest and participation from investors within the Northeast Spokane target area. During periods with increased COVID-19 protocols, meetings will occur online via video conferencing platforms like MS Teams and Zoom.
- **Social Media:** The City and its partners have established social media channels that will be utilized to ensure that residents and stakeholders stay informed and feel included in the decision-making process. The City will use social media outlets to engage with students and younger audiences about the project.
- **Emails & Newsletters:** A comprehensive stakeholder list will be created, and emails and newsletters will be sent periodically. These will also be available in other languages (e.g. Spanish), as needed.
- **Boots on the Ground:** Tactical events such as outreach campaigns with pop-up boards and listening posts at local schools, and weekend meetings at the Northeast Community Center and/or Hillyard Library are tools that can capture the attention of parents, business owners and those without internet. The City will follow current CDC guidance and COVID-19 protocols for all events.

Lead: The City with support from NEPDA.

Milestones & Deliverables:

- Convene the BAC.
- Prepare CIP.
- Coordinate and conduct at least 8 meetings with the BAC. In addition, the City and NEPDA will host public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a **Site Nomination Form** to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2022: Updated the existing Site Nomination Form and Site Prioritization Criteria Documents.
- Fall 2022: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). The City and NEPDA will host public kick-off meeting. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by NEPDA and the City.

2.2.2 PROJECT UPDATES & OTHER PUBLIC INFORMATION ACTIVITIES

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Update and maintain the City's existing brownfield project webpage. Update existing project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).

Lead: The City with support from NEPDA, BAC and Consultant.

Milestones & Deliverables:

- The City's existing brownfield program webpage ([Brownfields Program - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/brownfields)) will be updated to include information about the FY2022 Assessment Grant Project.
- Existing fact sheets (specific to property owners and the general public) will be updated and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be reviewed and updated as needed to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the City's project webpage.

Estimated Submittal/Completion Dates:

- Spring 2022: Publish article/press release announcing EPA grant award.
<https://my.spokanecity.org/news/releases/2022/05/23/city-receives-500000-in-grants-for-northeast-area/>
<https://www.spokesman.com/stories/2022/jun/02/northeast-spokane-development-eyed-as-part-of-brow/>
- Summer 2022: Update existing Project fact sheets and Site Nomination Form. Update Process Guide for property owners. Develop/update content for the Project webpage.

2.2.3 SITE INVENTORY & PRIORITIZATION ACTIVITIES

Objective: Update the existing GIS-based inventory of potential brownfield sites as needed to aid in identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with the City's databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of updating the inventory:

- Incorporate previous redevelopment or brownfields site databases; and
- Identify environmental records for all sites in the target area listed in EPA, Ecology, and/or local environmental databases;

- Review select County, City, and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, LoopNet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, local directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct windshield surveys throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies and collect photographs and/or video via a cellphone or tablet to share with project stakeholders;
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (the final criteria and order of importance will be determined by the BAC):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Fall 2022: Review existing inventory to identify data gaps and determine if new sites should be added.
- Winter 2022/2023: Development of site prioritization criteria and prioritization activities with support from the City and the BAC.

2.2.4 SITE ELIGIBILITY DETERMINATION (ED) REQUEST ACTIVITIES

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup/reuse planning activities.

Activities: Prior to initiating any site-specific work, ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer. As part of the ED process for sites where petroleum is known or suspected, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the City.

Milestones & Deliverables: Completed/approved ED forms.

Estimated Submittal/Completion Dates:

- Fall 2022: ED requests will be submitted to the EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall or winter of 2022.

2.3 Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

2.3.1 PHASE I ESA ACTIVITIES

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: The following activities may be completed as part of the ESA tasks:

- Phase I ESAs will support property transfers and eventual redevelopment and provide information for evaluating the need for Phase II ESAs and cleanup. The City anticipates conducting Phase I ESAs for up to 8 sites.
- The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-21 and the All Appropriate Inquiry (AAI) rule. The City will contact site owners and negotiate Access Agreements.
- The ACRES database will be updated following completion of each Phase I ESA. An AAI Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the City for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- Site-specific HASPs
- Phase I ESA Reports
- AAI Checklists
- Updated ACRES database

Estimated Submittal/Completion Dates:

- Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in fall/winter 2022.

2.3.2 PHASE II ESA & RBM SURVEY ACTIVITIES

2.3.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. The existing Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be updated and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the existing comprehensive Master QAPP will be updated at the beginning of the project. This approach will provide for ample EPA and Ecology review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. Additionally, the Consultant will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new Disadvantaged Business Enterprises (DBE) labs and drillers to the QAPP.

The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- November 2022: Draft Master QAPP submitted to EPA and Ecology for review.
- January 2023: Final Master QAPP completed (pending EPA and Ecology review time).

2.3.2.2 Phase II ESA & RBM Survey Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

Activities: The City anticipates conducting Phase II ESAs for up to 6 sites and RBM Surveys for up to 4 sites, where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities will include sampling and analysis of soil, groundwater, and/or soil vapor, and report preparation. RBM Survey activities will include sampling and analysis of hazardous building materials and report preparation.

SAPs addressing each property where Phase II ESA and/or RBM Survey work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

For each Phase II ESA, the Consultant will provide information to the City to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act

(NHPA) Section 106. The information will include the Project location, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will send letters to be submitted to the EPA.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- EPA-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Endangered Species Act Section 7 and NHPA Section 106 consultations (as necessary)

Estimated Submittal/Completion Dates:

- Winter/Spring 2023: Phase II ESA fieldwork underway at first site.
- Spring/Summer 2023: First Phase II ESA report(s) completed (ongoing throughout Project).

2.3.3 SITE-SPECIFIC CLEANUP/REUSE PLANS

Objective: Prepare site-specific ABCAs, RAPs and/or Reuse Plans for up to 4 sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The City will conduct cleanup and redevelopment planning as required for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs and/or Reuse Plans. ABCAs/RAPs will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls. Reuse Plans may include a reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, land use assessment, and/or reuse/redevelopment strategies.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial/reuse options for each selected brownfield site and redevelopment. The City and the Consultant will work closely with EPA and Ecology when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the City and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables:

- Site-specific ABCAs and/or RAPs and/or Reuse Plans

- Updated ACRES database

Estimated Submittal/Completion Dates:

- Summer/Fall 2023: First site-specific ABCA/RAP/Reuse Plan complete.

2.4 Task 4 – Area-Wide Planning (AWP)

2.4.1 AREA-WIDE PLANNING

Objective: The City’s Spokane Comprehensive Plan (Amended 2020) identified the Hillyard Business District (HBD) as a key center and corridor, which allows for urban scaled mixed-use development. The City hasn’t prepared an updated subarea plan for HBD. The City earmarked EPA brownfield funding to meet this need.

Activities: With support from the City and NEPDA, the Consultant will develop an AWP report for the HBD. The AWP activities will include a market study/infrastructure analysis and identify revitalization strategies for the Market Street Corridor.

Lead: The Consultant will lead with assistance from the City, NEPDA and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: AWP document.

Estimated Submittal/Completion Dates:

- Winter 2022/Spring 2023: Project kick-off meeting.
- Summer 2023: AWP study completed.

3 Schedule & Deliverables

The table below summarizes the anticipated deliverable schedule (assuming a project start date of October 1, 2022) and the agency/office each will be submitted to. There will be some pre-award activities (July – September 2022) however, no costs will be incurred under the cooperative agreement during that time.

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2022)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Kick-off meeting with Consultant, NEPDA and the EPA. 	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Month 1 - 3 (Oct. – Dec. 2022)	<ul style="list-style-type: none"> ▪ Kick-off meeting with Consultant and EPA. ▪ Update existing Site Nomination Form and Access Agreement Template. ▪ Update existing project fact sheets and website content. ▪ Prepare Master QAPP Update. ▪ Prepare CIP. 	X	X		
Month 4 (Jan. 2023)	<ul style="list-style-type: none"> ▪ BAC and Public Kick-off Meetings (2 BAC and 2 public meetings will be conducted during the first year and an estimated 2 meetings per year during subsequent years). ▪ Prepare first QPR - continue preparing quarterly for duration of project. 	X			
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Endangered Species Act Section 7 and NHPA Section 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs only)		
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports (including RBM Survey Reports). ▪ Prepare AAI Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (ABCAs/ RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE Utilization Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Prepare Final DBE Report & FFR & Final Drawdown.	X		X	X
Months 48 – 52	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4 Budget

4.1 Budget Table

The table below provides an overview of the proposed budget by category and task.

Budget Categories	<u>Task 1</u> Project Management, Reporting, & Other Eligible Activities	<u>Task 2</u> Community Engagement & Site Selection	<u>Task 3</u> Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	<u>Task 4</u> Area-Wide Planning (AWP)	Budget Category Total
Personnel	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Fringe Benefits	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Travel ¹	\$7,800.00	\$0.00	\$0.00	\$0.00	\$7,800.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$18,000.00	\$12,000.00	\$357,000.00	\$80,000.00	\$467,000.00
Other ²	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Total Direct Costs	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00
Total Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00

¹ Travel for two City staff to attend three brownfields-related conferences/trainings.

² Conference registration fees for two City staff to attend three brownfields-related conferences/trainings.

4.2 Budget Narrative

Below we provide detailed budget tables by task. The budget assumes an average hourly rate of \$150/hour for the contractual services and an average hourly rate of \$60/hour for City staff (\$40/hour for personnel + \$20/hour for fringe benefits). Project activities performed in whole or in part with EPA cooperative agreement funds will comply with all applicable City of Spokane laws and policies, state laws, [2 CFR Part 200 Unified Grant Guidance \(UGG\)](#) for Federal Awards, and cross-cutting federal requirements.

TASK 1 – PROJECT MANAGEMENT, REPORTING & OTHER ELIGIBLE ACTIVITIES

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	45 hours	\$6,750
Compliance Reporting ¹	\$150/hour	75 hours	\$11,250
Travel (Brownfields Conferences/Trainings)	--	--	--
Airfare (\$500 roundtrip x 2 attendees)	\$1,000	3 events	\$3,000
Lodging (\$200/night x 3 nights x 2 attendees)	\$1,200	3 events	\$3,600
Meals (\$200/conference x 2 attendees)	\$400	3 events	\$1,200
Other	--	--	--
Conference Registration Fees (\$200/conference x 2 attendees)	\$400	3 conferences	\$1,200
Total Direct Costs	--	--	\$33,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$33,000

¹ Includes ACRES updates, monthly meeting agendas/notes, quarterly progress reports, annual DBE Utilization reporting, annual FFRs, and Final Performance Report and related materials.

TASK 2 – COMMUNITY ENGAGEMENT & SITE SELECTION

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Stakeholder Meetings & Public Outreach Support	\$150/hour	30 hours	\$4,500
Site Prioritization Activities & Eligibility Requests	\$150/hour	50 hours	\$7,500
Total Direct Costs	--	--	\$18,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$18,000

TASK 3 – PHASE I/II ESAs, RBM SURVEYS, & SITE-SPECIFIC CLEANUP/REUSE PLANS

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Programmatic QAPP Comprehensive Update ¹	\$6,000/QAPP	1 QAPP	\$6,000
Phase I ESAs (<i>for each Phase I, cost includes preparation of a Health & Safety Plan [HASP]</i>)	\$5,000/site	8 sites	\$40,000
Phase II ESAs <i>for each Phase II, cost includes:</i> - <i>Preparation of a site-specific Sampling & Analysis Plan (SAP),</i> - <i>Preparation of a HASP</i> - <i>Compliance Review of federal crosscutters, including NHPA Section 106 & Endangered Species Act Section 107</i>	\$40,000/site	6 sites	\$240,000
RBM Surveys	\$7,750/site	4 sites	\$31,000
Site-Specific ABCAs/RAPs/Reuse Plans	\$10,000/site	4 sites	\$40,000
Total Direct Costs	--	--	\$363,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$363,000

TASK 4 – AREA WIDE PLANNING (AWP)

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Hillyard Business District/Market Street Corridor AWP	\$80,000	1 area	\$80,000
Total Direct Costs	--	--	\$86,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$86,000

Total Direct Costs - \$500,000**Budget Narrative Notes**

1. Programmatic QAPP – The QAPP is a very large document that is over 3,000 pages and over two years old so it will need a thorough update for the current Grant. Anytime this document is updated it takes a significant effort to gather the current data from all the analytical laboratories (current SOPs, certificates, etc.), revise the text and tables, and reassemble all the individual pieces. The initial QAPP update likely won't use the entire \$6K budget and will leave enough budget in this task should another update be needed later in the project. Additionally, the environmental contractor will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new DBE labs and drillers to the QAPP which will require significant updates to incorporate new subcontractors in the document.

RATE SCHEDULE AND OTHER DIRECT REIMBURSEMENTS

Grant Implementation Services

Implementation will be performed in accordance with the rates provided in the table below. Services will be billed on a time and materials basis not to exceed the total contractual budget established in the City's EPA-approved Cooperative Agreement Work Plan. To the extent possible, the majority of work will be completed by staff at lower billing levels with oversight from senior staff.

Project Role	Relevant Personnel	Hourly Rate	Project Role/Task Description
Staff Engineer/Scientist I	TBD	\$ 147.00	Support various project tasks
Staff Engineer/Scientist II	TBD	\$ 153.00	Support various project tasks
Brownfield Inventory Specialist	Aaron Wisher	\$ 166.00	Task 3 - Site Inventory/Prioritization
Project Chemist/Staff Engineer	Sarah Von Raesfeld / Roxanne Russell	\$ 172.00	Support various project tasks
Project Manager	Cyrus Gorman	\$ 172.00	Manage/support all task
Database Manager	Iris Little	\$ 181.00	Task 3 - Phase II ESAs
Urban Planning/Design	Ryan Givens	\$ 187.00	Task 4 - Area-wide planning
Senior Technical Reviewer	Leonard Farr Jr.	\$ 207.00	Review technical deliverables
Senior Grant Specialist	Chris Gdak	\$ 237.00	Support various project tasks

Stantec billing rates are provided for 2022 and are subject to annual increase beginning January 1, 2023. Upon request, Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.

Other Direct Disbursements

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	ActualCost+5%
Travel/PerDiem	ActualCost+5%
Capital Purchases and Expendable Materials	ActualCost+5%
Postage and Shipping	ActualCost+5%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$75/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$20/each
Bailer – Quick E-Bailer System	\$95/day
Bailer – Reusable	\$25/day
Drum – 55 Gallons	\$75/each
Digital Camera	\$30/day
Draeger Sampler (tubes not included)	\$35/day
Field Communication – Two-Way Radio	\$25/day
Field Computer	\$60/day
Field Test Kit – Groundwater	\$60/each
Field Test Kit – Soil	\$60/each
Field Test Kit – SVE	\$60/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$150/day
Field Vehicle – Sampling Truck	\$305/day
Field Vehicle – Truck/Van	\$175/day
Flame Ionization Detector (FID)	\$160/day
Generator	\$80/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$20/pair
Gloves – Colored Nitrile	\$0.30/pair
Gloves – Kevlar Under Glove	\$10/pair
H&S – Level B Safety Equipment	\$205/day
H&S – Level C Safety Equipment	\$105/day
H&S – Level D Safety Equipment	\$65/day
H&S – Traffic Control Equipment	\$75/day
Hand Auger	\$35/day
Low Flow Purge/Sampling System	\$95/day
Meter – Oil/Water Interface	\$65/day
Meter – Anemometer	\$30/day
Meter – CO	\$75/day
Meter – Data Logger	\$155/day
Meter – Dissolved Oxygen	\$75/day
Meter – DO/ORP/Temp/Conductivity	\$110/day
Meter – Dosimeter	\$50/day
Meter – Ferrous Iron	\$10/day
Meter – Flow	\$35/day
Meter – H2S Detector	\$90/day
Meter – LEL/O2	\$90/day
Meter – Magnehelic (Gauge)	\$40/day

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Magnetometer	\$55/day
Meter – Manometer	\$30/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$50/day
Meter – Multimeter	\$120/day
Meter – O ₂ /CO ₂	\$120/day
Meter – ORP	\$30/day
Meter – Other	quote/day
Meter – Ozone	\$30/day
Meter – pH/Temp/Conductivity	\$35/day
Meter – Turbidity	\$80/day
Meter – Dust Monitor	\$130/day
Meter – Velocity	\$30/day
Meter – Water Level Indicator	\$40/day
Photoionization Detector (PID)	\$120/day
Pressure Washer	\$50/day
Pump – Air Sampling	\$50/day
Pump – Centrifugal	\$55/day
Pump – Groundwater Sampling	\$120/day
Pump – Peristaltic	\$55/day
Pump – Trash	\$40/day
Pump – Well Sampling	\$30/day
Pump – Well Sampling/Purge	\$50/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$1/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$11/each
Survey Equipment – Laser Plane Level & Receiver	\$220/day
Transducer	\$35/each
Tedlar Bag	\$20/each

NOTE: Other equipment needs will be priced on a per project basis.



Stantec Consulting Services Inc.
3400 188th Street SW, Suite 285
Lynnwood WA 98037-4772

March 15, 2023

Project/File: Project Team - City of Spokane and the Northeast Spokane Development Authority

Project Team:

City of Spokane

Planning and Economic Development

808 West Spokane Falls Boulevard

Spokane, WA 99201

Northeast Public Development Authority

4001 North Cook Street

Spokane, WA 99207

Reference: Hillyard / Northeast Spokane Subarea Plan – American Rescue Plan Act (ARPA) Funded Components

Dear Project Team,

Stantec appreciates this opportunity to provide consulting services for a Subarea Plan for the Hillyard / Northeast Spokane areas of the City (“Subarea Plan”). The Subarea Plan aims to plan for community and business recovery and resiliency by engaging local stakeholders, examining existing area conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recover, job growth, community revitalization, and modernize essential infrastructure. The Subarea Plan is strongly connected to the remediation and reuse of perceived and known contaminated sites within the neighborhood. The Subarea Plan will leverage funding from four sources:

- 1) Washington State Department of Ecology (Ecology) Integrated Planning Grant (IPG) awarded to the Northeast Public Development Authority (NEPDA) in 2021;
- 2) United States Environmental Protection Agency (EPA) Brownfield Assessment Grant awarded to the City of Spokane (City) in 2022 (**OPR 2020-0603**);
- 3) American Rescue Plan Act (ARPA) of 2021 funds awarded to the City in 2021; and
- 4) The NEPDA General Operating Fund.

Stantec provided a work plan to the City of Spokane and NEPDA staff dated March 9, 2023 that details the overall tasks and budget to complete a Subarea Plan; whereas Stantec prepared this March 15, 2023 scope of work to specifically identify the tasks/work that will be funded from the City’s ARPA funds. *Table 1 Project Fee* at the end of this document provides a summary of each task and the ARPA funding needed.

PROJECT OVERVIEW

The Subarea Plan Focus Area (the “Focus Area” herein) encompasses the parcels and public rights-of-way within the Hillyard Neighborhood (including its business district), the east Hillyard industrial area (also referred to as “the Yard”), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the south, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north. The Subarea Plan will approach reuse and revitalization planning as a series of six (6) “Character Districts” with the goal to recognize and address the unique land use and infrastructure needs for these geographic areas within the larger Focus Area. (See

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

Figure 1 for the Focus Area boundaries and the planned Character District designations). The Character District boundaries may be adjusted through the planning process to recognize existing structures, parcel lines, and stakeholder recommendations.

The Subarea Plan will result in a final document comprised of elements related to community context, the community's vision, land use and urban design, housing, transportation and mobility, utilities and drainage, open space and environment, economic development, and an action plan. Technical findings/reports will be provided as an appendix to the final document. This background information may serve as a basis for future study. A notable goal will be to devise a series of revitalizations strategy to address prolonged housing needs, infrastructure deficiencies, improve quality-of-life, increase economic opportunity, and place brownfields and other underutilized properties back in the productive use. This project also aims to address displacement of existing residents/businesses as the Focus Area improves over time.

Stantec will serve as the project prime consultant. Stantec will provide project management, land use planning, urban design, geospatial analysis, and civil engineering services. Subconsultant partners will provide technical analysis for specific components of the Subarea Plan relating to market assessment, mobility planning, and funding strategies. Specifically, Agnew::Beck (A::B) will provide a market analysis and proforma consulting for potential catalyst projects, Fehr & Peers (F&P) will provide transportation and mobility planning services, and Economic & Planning Systems (EPS) will provide financial strategies for the myriad of capital projects that are expected to result from the subarea planning process.

Project Components – The Subarea Plan project will include the following key components:

- **Existing Conditions Analysis** – A review of the existing conditions focusing on area character, housing, transportation/mobility networks, utility and drainage facilities, market conditions, and the current zoning/regulatory framework.
- **Past Plans and Technical Studies** – The subarea planning process will review and build upon past planning documents and technical studies. Notably, The Yard Character District was the subject of a Master Plan exercise completed in 2017. That effort identified a series of transportation, utility, and drainage deficiencies with recommendations to improve area conditions. Shortly after, the City/NEPDA completed several infrastructure-related studies for The Yard to further identify potential capital projects. In 2020, Stantec completed a Funding Strategies Plan for The Yard which matched potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan. In 2010, the Greater Hillyard North-East Planning Alliance completed a plan focused on the Bemis, Hillyard, and Whitman Neighborhoods; most of the resulting policies focus on area improvements, safety enhancements, business development, educational opportunities, and City coordination. The findings, recommendations, and policies from these past planning efforts will be carried forward into the Subarea Plan process. Additionally, the City is about to embark on a city-wide funding strategies project to identify additional public funding sources that could be sought to finance capital projects across the community; those future findings will also be incorporated into the Subarea Plan project.
- **Community Engagement** – A comprehensive community engagement plan that provides a variety of opportunities for stakeholders to participate in the subarea planning process. The engagement plan will include community surveys, stakeholder group interviews, community workshops, and a project steering committee.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Property / Brownfield Inventory** – This task will be funded by the City’s 2022 EPA Brownfield Grant.
- **Catalyst Site/Area Planning** – This task will be funded by NEPDA’s IPG grant.
- **Urban Framework Plan/Revitalization Strategies** – A diagrammatic plan that illustrates potential land use designations, redevelopment sites, streetscape/mobility projects, and other community amenities. An analysis of the long-range development potential on designated redevelopment sites in terms of land uses and development scale. A list of revitalization strategies focused on mobility, supportive infrastructure, amenities, marketing/branding, and management.
- **Fundings Strategies** – A list of financing sources and structures the City/NEPDA can employ to leverage future investment, grants and local monies to fund capital improvement projects.
- **Subarea Plan Document** – A final planning document that details the planning process, existing conditions analysis, planning ideas, and recommendations for implementation.

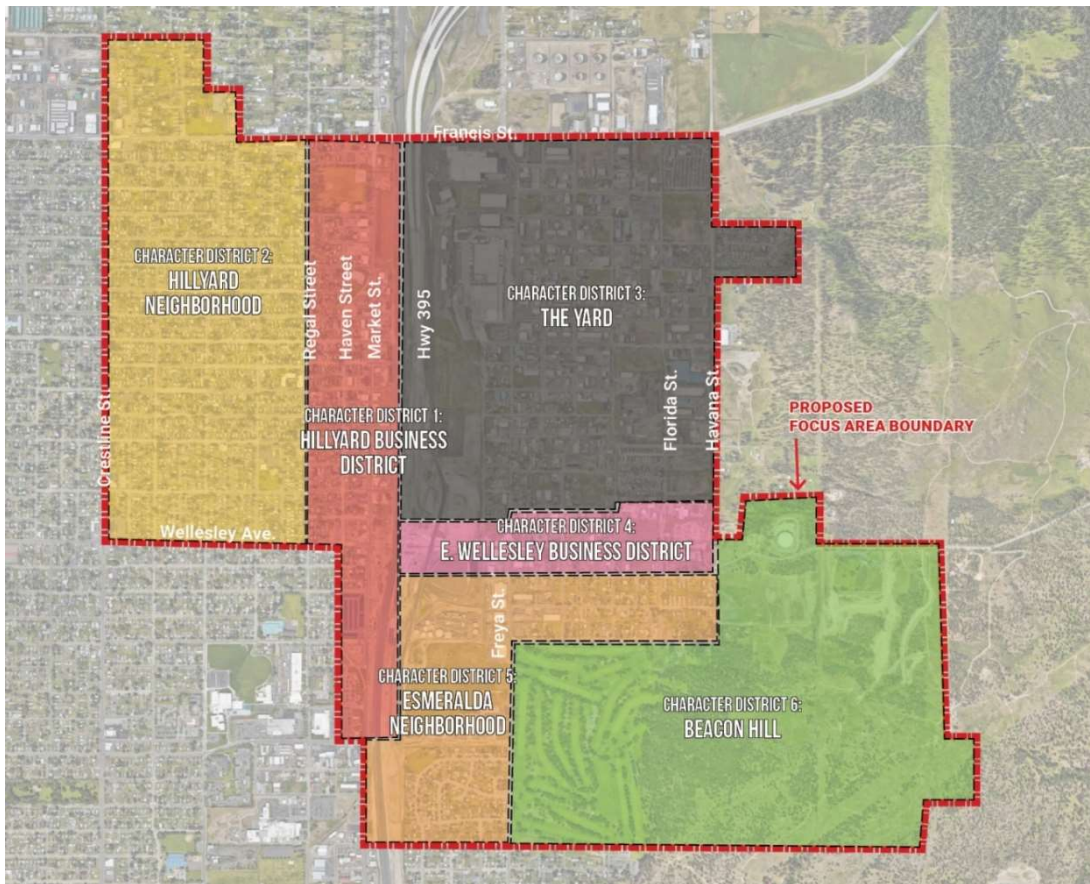


Figure 1 – Hillyard/NE Spokane Subarea Plan Focus Area (depicted in **Red**)
Image Source: Google Earth Pro

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Project Approval / State Environmental Policy Act Checklist Support** – Consultant support for the City/NEPDA to advance the Subarea Plan through the local adoption process.

Scope of Work

The Consultant Team, comprising Stantec and its subconsultant partners, will complete the following scope of work to result in a Subarea Plan document that the City/NEPDA and community stakeholders can use to guide area revitalization, capital investments, and local decisions. The core Project Team will include representatives from the City of Spokane Planning Department, NEPDA, and the Consultant Team. The tasks/work herein will be paid for through the City's ARPA funds. As noted in the following task descriptions, portions of the Subarea Plan will be funded by an Ecology IPG grant, the City's 2022 EPA Brownfield Grant and NEPDA's general funds. The scope of work for these "other" funding sources was provided to the City in a work plan dated March 9, 2023.

Task 1: Management and Coordination

Under the City's ARPA funding, Stantec will manage the project tasks, provide monthly invoices, and provide status updates as part of the Subarea Plan process. Stantec will coordinate with the Project Team throughout the duration of the project and attend up to two (2) monthly status/coordination meetings (as appropriate). Stantec will manage the subconsultant partners and associated invoicing. Stantec will also manage the reporting requirements for the associated Ecology IPG and the City's 2022 EPA Brownfield Grant. Upon project commencement, Stantec will facilitate a Microsoft Teams based kick-off meeting with the Project Team to confirm the project scope, deliverables, data collection methodology, schedule, and team roles. Additional time has been allocated for Stantec and its subconsultant partners to participate in four (4) monthly status/coordination meetings and management /coordination activities to be funded by the City's EPA 2022 Brownfield Grant and NEPDA's IPG grant.

Deliverables

- Kick-off meeting agenda, materials, and summary notes (as applicable);
- Monthly coordination meetings including agenda, materials, and summary notes (as applicable); and
- Monthly invoices specific to activities funded by the City's ARPA funds with documentation detailing the work completed during the invoicing period.

Task 2: Existing Conditions Analysis

The Consultant Team will assess existing area conditions and review past planning/study efforts to serve as the foundation for planning decisions in the Focus Area. This task will review the current regulatory framework (e.g., zoning and land use allowances), the physical conditions in the Focus Area, past studies/plans, transportation and mobility conditions, utilities, and drainage conditions – the following subtasks detail the work that will be completed under **Task 2** using the City's ARPA funding. Stantec and its consultant partners will complete an existing conditions analysis for properties within the Hillyard Business District and a market analysis for the overall Focus Area pursuant to the March 9, 2023 work plan using funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG grant.

Subtask 2.1: Planning Baseline Analysis

Stantec will conduct a planning-level existing conditions analysis of the Focus Area to serve as baseline data for the Subarea Plan; the existing conditions analysis for properties within the Hillyard Business District will be completed with funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This process will explore the physical conditions (e.g., land use patterns, building types/appearance, and amenities), identify and summarize the applicable land use/zoning standards, review and summarize past planning/policy documents (e.g., the 2017 Yard Redevelopment Master Plan – created by Maul Foster Alongi), identify strategic investments (e.g., public capital improvement plans), summarize the demographic characteristics, identify readily available environmental conditions and cultural resources (as a geographic information systems [GIS] exercise), and develop associated maps/exhibits. Stantec's planners will utilize readily available information that may include City plans, maps, and GIS datasets. The planning baseline analysis will include the following components:

- A. **Existing Area Conditions** – Stantec will visit the Focus Area to photograph, experience, and document area conditions relating to land use patterns/business clusters, building types/appearance, amenities, and safety perceptions. This will be a high-level analysis based on our observations. A detailed property and parcel characteristics inventory will be conducted as part of Task 4 and funded by the City's 2022 EPA Brownfield Grant.
- B. **Zoning and Regulatory Summary** – Stantec will review the City's Comprehensive Plan and applicable zoning/development regulations to identify current policies and standards relating to allowable land uses, site design requirements, dimensional standards, density/intensity limits, parking, and landscaping/buffering.
- C. **Plan and Policy Document Summary** – This analysis will specifically focus on the 2017 The Yards Redevelopment Master Plan (and its subsequent infrastructure studies) and the 2010 Greater Hillyard North-East Planning Alliance document. Stantec will issue an information request to the City; staff will be requested to provide a list of plans and policy documents for Stantec to review. Stantec will review related plans and policy documents as applicable to the Focus Area. The review will include a summary of each plan, identify notable recommendations therein, and select key elements that should be carried forward into the subarea planning process.
- D. **Strategic Investments/Priorities** – Stantec will interview both City and NEPDA staff to identify strategic capital investments and other local priorities for the Focus Area. These may include, but not limited to, committed capital projects, planned/approved development projects, and economic development initiatives which should be incorporated and reflected in the Subarea Plan. Stantec will issue an information request to the City; staff will be requested provide a list of projects (and land use descriptions).
- E. **Demographics and Housing Summary** - Stantec will review demographic and housing conditions using the United States Census and Washington Office of Financial Management (OFM) data to help the Project Team identify the area's population forecast, local need, near- and long-term housing/commercial demand, and to recognize the City's local population makeup. Stantec will prepare a "Demographics and Housing Snap-shot" that summarizes the population forecast (as available), household characteristics (size, income, age etc.), and housing supply (tenure, unit type, age, and value).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- F. **Data Maps:** Stantec will prepare applicable data maps that coincide with the existing conditions findings. This may include, but not be limited to, zoning, land use, community assets, and demographics conditions.

Deliverables

- Information requests related to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area.
- A memorandum and maps that summarize the findings of the Planning Baseline Analysis.

Subtask 2.2: Market Analysis

This task will be funded by the City's 2022 EPA Brownfield Grant.

Subtask 2.3: Transportation and Mobility Analysis

Stantec's transportation analysis subconsultant, F&P will conduct an analysis of existing and planned transportation and mobility-related conditions in the Focus Area. The analysis of existing and planned transportation and mobility-related conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This analysis will focus on existing streets/rights-of-way, pedestrian/bicycle facilities, transit service, and traffic volumes. Additionally, F&P will review recently completed plans and technical studies related to the Focus Area (namely The Yards Redevelopment Master Plan and associated studies). The following list contains the components that will be completed as part of this subtask with the City's ARPA funds:

- A. **Project Coordination / Methodology Overview** – F&P will participate in monthly coordination meetings (as appropriate) to present/discuss the mobility analysis findings and provide recommendations/guidance on potential planning actions for the Focus Area aimed to support economic development, improve mobility choices, and address infrastructure deficiencies. Prior to starting the mobility analysis, F&P will detail their methodology and data collection processes and present them to the Project Team after the City/NEPDA staff approve the proposed methodology and data collection processes, F&P will commence the transportation and mobility analysis.
- B. **Existing Transportation/Mobility Conditions** – F&P will review and document the existing transportation and mobility-related conditions in the Focus Area; this will serve as baseline data for potential capital projects and land use decisions. F&P will assess the conditions based on readily available GIS datasets, past planning documents, staff interviews, aerial photography, and field observations. Specifically, F&P will document bicycle and multi-use pathways within the Focus Area boundaries, transit service and major regional transit routes, and roadway connections. The roadway conditions assessment will focus on major facilities by documenting the number of travel lanes, sidewalk, trees/landscaping, and street parking. F&P will identify unimproved rights-of-way. This analysis will not include a detailed assessment of the existing fully constructed local streets in the Hillyard Neighborhood and Esmeralda Character Districts (as these roadways are not expected to receive substantial improvements in the near-term). The project team will work with the City's Integrated Capital Management (ICM) staff to identify which unimproved rights-of-way should be prioritized for improvements (and full construction meeting City standards). F&P will document their findings in a technical memorandum and associated maps.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- C. **Traffic Patterns/Counts** – F&P will summarize the current and planned traffic counts (as available) along the major thoroughfares in the Focus Area. F&P will evaluate traffic counts from City and Washington Department of Transportation sources. This task includes the collection of new 24-hour tube counts at up to five (5) locations and afternoon/evening peak hour turning movement counts at up to fifteen (15) intersections inclusive of pedestrians and bikes. F&P will review forecasted traffic volumes based on the new East Wellesley Avenue / US Highway 395 interchange opening in 2023 from existing plans and compare those findings to the new and/or existing counts and provide recommendations on any adjustments that may be required. Notably, this information can be used to inform potential land use designations along major thoroughfares (as increased traffic volumes provide both opportunities and challenges for specific land uses and commercial enterprises). F&P will document their findings in a technical memorandum.
- D. **Past Planning/Study Review** - F&P will review past plans and/or studies to capture previous work completed for the Focus Area. This will include a summary from the transportation related findings associated with the 2017 Yard Redevelopment Master Plan, the City's Comprehensive Plan and other applicable documents as identified by the Project Team. The summary will include a list of committed and planned projects in the Focus Area based on the City's Transportation Improvement Plan and the North Spokane Corridor/ US Hwy 395. F&P will document their findings in a memorandum.
- E. **Traffic Counts** – F&P will document the existing traffic counts in the Focus Area based on City and Washington Department of Transportation (WSDOT) sources. F&P will collect new 24-hour tube counts at up to ten (10) locations and collect new PM peak hour turning movement counts at up to ten (10) intersections; F&P will coordinate with the Project Team, ICM and Public Works staff to select the traffic count locations. F&P will also review forecasted traffic volumes based on the East Wellesley Avenue / US Hwy 395 interchange opening in 2023 from existing plans, compare to new/existing counts and provide recommendations on any adjustments to be made. This information will serve as baseline information for the larger Subarea Plan decisions and recommendations.

Deliverables

- Information requests relating to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area; and
- Development of a memorandum and maps that summarize the transportation and mobility analysis findings.

Subtask 2.4: Utilities and Drainage Analysis

Stantec's civil engineering team will conduct an analysis of existing and planned utility and drainage conditions in the Focus Area. This analysis will focus on the existing potable water and sanitary sewer lines/service and the stormwater/drainage facilities in the Focus Area. The analysis of existing and planned utility and drainage conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. Stantec's engineers will utilize readily available GIS data, review past technical studies, and interview City/provider staff to identify existing conditions. The following lists contains components that will be completed under this subtask.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Project Coordination / Methodology Overview** – Stantec’s engineers will participate in monthly coordination meetings (as appropriate) to present/discuss the utility/drainage analysis findings and provide recommendations/guidance on potential actions/investments for the Focus Area aimed to address infrastructure deficiencies and to serve additional customers/land uses. Prior to starting the utility/drainage analysis, the engineers will detail their methodology and data collection processes and present their findings to the Project Team; after the City/NEPDA staff approve the proposed methodology and data collection processes, Stantec’s engineers will commence the utilities and drainage analysis.
- B. **Past Planning/Study Review** – Stantec will review past utility/drainage-related plans and/or studies to capture previous work completed for the Focus Area. This will include findings and supplemental reports from the 2017 Yard Redevelopment Master Plan, the City’s Comprehensive Plan and other applicable documents as identified by the Project Team. Stantec will also consult with the City’s ICM and Public Works staff to define needed improvements and committed projects in the Focus Area. Stantec will prepare a summary of the findings to include a list of committed and planned projects in the Focus Area based on the City’s capital improvement plan (or local-equivalent) and City staff feedback. Notably, the City and NEPDA explored several drainage options to improve conditions in the Yard Character District, but a specific option has not been selected. Stantec will document its findings in a memorandum.
- C. **Existing/Planned Utility Lines and Drainage Infrastructure** – Stantec will review and document the existing and planned utility service lines and drainage facilities in the Focus Area. In doing so, Stantec will review readily available GIS datasets (e.g., the Map Spokane on-line application) and utility/drainage maps (as provided by the City and utility providers), and conduct interviews with individual service providers. Stantec will document line sizes/locations, major facilities, and known service deficiencies. Stantec will confirm its findings with the City’s ICM and Public Works staff (as appropriate) for accuracy. This will be a planning-level review relying heavily on document review and interviews; this subtask does not include a detailed system capacity analysis. Stantec will document its findings in a memorandum with associated maps/exhibits.
- D. **Service Deficiencies** – Based on the findings from the subtask components described above for **Subtask 2.4**, Stantec will identify known utility service and drainage deficiencies in the Focus Area while confirming its findings with the City’s ICM and Public Works staff. Stantec will also provide initial recommendations to address these service deficiencies. This will serve as baseline data for potential capital projects and land use decisions for the Subarea Plan (under **Tasks 5 and 7**).

Deliverables

- Memorandum and maps that summarize the utility/drainage-related findings and initial recommendations.

Task 3: Community Engagement

Stantec will develop and implement a community engagement plan aimed to involve local stakeholders at key project milestones so that the resulting Subarea Plan reflects local ideas, opinions, and preferences as they relate to land use, urban design, economic opportunity, and capital investments. Stantec will document participant feedback and incorporate themes from the engagement into key elements of the Subarea Plan.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

The following list contains the components that are included in the Community Engagement task; engagement activities for catalyst site planning located within the Hillyard Business District will be funded by NEPDA's IPG.

- A. **Community Engagement Plan** – Stantec will prepare a community engagement plan that details the engagement activities, dates/schedule, topics, venues/methods, and supplemental material. Stantec will present the Engagement Plan as part of the project kick-off meeting (Task 1); Stantec will finalize the Community Engagement Plan based on City/NEPDA staff feedback. For most engagement activities, Stantec will serve as the lead facilitator; for Community Workshops and Planning Commission work sessions, Stantec will be a co-facilitator alongside City/NEPDA staff. For all engagement activities, the City shall be responsible for the meeting invitations, promotion/advertising activities, and securing the venue (as applicable). Stantec will support the City with graphics and narratives for the outreach activities.
- B. **Community Surveys (on-line)** – Stantec will prepare up to two (2) on-line community surveys that will be launched at key project milestones. The first is planned near the on-set of the subarea planning process to identify local need, individual preferences on urban design/services, and local priorities as they relate to revitalization. The second is planned toward the end of the process to obtain community sentiments/support for specific recommendations/capital investments/land use options for the Focus Area. Stantec will create the survey using a readily accessible web-based platform and document the participant responses. The City/NEPDA shall be responsible for promoting the survey and providing a weblink on their agency websites.
- C. **Steering Committee** - Stantec will support the City/NEPDA in forming a project Steering Committee comprising City/NEPDA staff, agency partners, community representatives, residents, area business/property owners, and individuals from the developer/real estate industries. The Steering Committee will provide guidance and feedback at key project milestones (e.g., visioning, concept plan review, and final recommendations). Stantec will facilitate up to four (4) virtual meetings, summarize participant feedback, and provide meeting agendas/exhibits. The City/NEPDA shall be responsible for identifying potential Steering Committee members, distributing the meeting invitations/public notices, and securing the meeting venue (e.g., Zoom, Webex, Microsoft Teams). Stantec will host a fifth engagement meeting focused on the Hillyard Business District which will be funded by NEPDA's IPG.
- D. **Stakeholder Group Interviews** – Stantec will provide a list of its recommended groups for the interviews (e.g., developers, realtors, business owners, community organizations, etc.). The City/NEPDA shall be responsible for identifying and providing to Stantec the finalized list of participants, arranging the meetings, and distributing the invitations/materials. Stantec will conduct up to five (5) stakeholder group interviews to obtain local perspectives and feedback relating to existing conditions/ local perceptions, opportunities/constraints, and desired long-range outcomes for the Focus Area and the Subarea Plan process. This information will be used to craft recommendations relating to Focus Area revitalization, brownfield reuse/redevelopment, and district vitality. Potential participants would include developers, business owners, residents, realtors/ brokers, community organizations, governmental/agency partners, and other advisory groups. Stantec will conduct the stakeholder group interviews virtually using readily available/accessible web-based conferencing platforms (with a call-in option). Stantec will summarize the participant feedback in a memorandum.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- E. **Community Workshop** – Stantec, the City, and NEPDA staff will co-facilitate one (1) community workshop for the Focus Area aimed to create an interactive venue for residents and other stakeholders to learn about the subarea planning process and provide their feedback relating to desired enhancements, community need, future district character, and potential revitalization strategies. Stantec will outline the workshop activities, create a presentation, and prepare materials; Stantec will provide at least three staff members to participate at the workshops. Stantec will summarize the participant feedback in a memorandum. The City/NEPDA shall be responsible for securing the venue (including any associated rental fees), assigning staff support (including a co-presenter), and promoting/advertising the event (including printed and digitally-posted materials). Stantec will host a second Community Workshop focused on the Hillyard Business District that will be funded by NEPDA's IPG.
- F. **Plan Commission Work Sessions** – Stantec, City, and NEPDA staff will co-facilitate up to two (2) work sessions with the City Plan Commission aimed to obtain feedback, guidance, and preliminary planning/revitalization ideas for the Focus Area. One work session will be in person and the other will be conducted virtually. The work sessions will occur at key project milestones so that commission feedback can be integrated into the subarea planning process and guide the recommendations. Stantec will prepare questions and associated exhibits to facilitate a discussion; Stantec will provide the material to the City/NEPDA prior to the Commission meetings. Topics may be focused on existing conditions, desired enhancements/land uses, desired district character, and potential strategies for revitalization. The City shall be responsible for scheduling the work sessions and will provide at least one staff member to assist Stantec with facilitation.
- G. **Engagement Summary** – Stantec will prepare an engagement summary that details the engagement events, topics discussed, and participant feedback. Stantec will identify common themes based on the participant feedback.

Deliverables

- Community Engagement Plan
- Engagement materials (e.g., agendas, presentations, materials)
- Engagement Summary

Task 4: Property/Brownfield Inventory

The Property/Brownfield Inventory will be funded by the City's 2022 EPA Brownfield Grant.

Task 5: Urban Framework Plan

Based on the existing conditions analysis, stakeholder feedback and the property/brownfield inventory findings, Stantec will create an Urban Framework Plan (UFP) that graphically illustrates potential land use designations, streetscape/infrastructure projects, potential redevelopment sites, and community amenities that will support area revitalization and economic vitality. The UFP will serve as the foundation for specific recommendations for the Focus Area and will be refined throughout the planning project as new ideas are explored. UFP task planning components for the Hillyard Business District will be funded by NEPDA's IPG. The UFP task planning utilizing the City's ARPA funds will include the following components:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Urban Framework Plan** – Stantec will develop a UFP that illustrates individual revitalization planning initiatives for the Focus Area based on stakeholder feedback and recommendations. The UFP will be a diagrammatic map that will guide potential policy amendments, capital investments, and aid in future developer/business recruitment activities. Potential items/projects on the UFP may include streetscape enhancements, new roadway projects, parks/open space, land use designations, redevelopment sites, and other amenities.
- B. **Planning Initiatives List** – Stantec will create a planning initiatives list that describes the individual elements/projects depicted on the UFP. The list will be concise, whereas individual elements/projects will be described in more detail as part of **Task 7**.
- C. **Redevelopment Sites and Estimates** – Stantec will identify sites/properties that are most conducive for near-term redevelopment (within 10 years) based on stakeholder feedback and the findings from the property/brownfield inventory. Notably, the designated redevelopment sites will be vacant and/or underutilized properties that possess more development potential than exists today. Next, Stantec will produce development estimates for each redevelopment site based on probable land uses and intensity/scale assumptions (e.g., floor area ratios and/or density targets). This information will serve as baseline data for the planning of supportive infrastructure, potential regulatory changes, and incentive packages that would support redevelopment. Prior to calculating development estimates, Stantec will work with the City/NEPDA to identify the redevelopment assumptions in terms of land uses and project scale.

Deliverables

- Urban Framework Plan and Planning Initiatives List
- Property data base (i.e., spreadsheet) and associated maps
- Redevelopment Estimates (spreadsheet and descriptions)

Task 6: CATALYST SITE / AREA PLANNING

Tasks 6.1 and 6.2 for Catalyst Site and Area Planning activities will be funded through the 2022 EPA Brownfield Grant and NEPDA's IPG.

Subtask 6.1: Catalyst Site #1 – 3011 East Wellesley Avenue

Subtasks 6.2 & 6.3: - Catalyst Areas #2 and #3

Task 7: Implementation Analysis and Strategies

Stantec and its subconsultant partners will develop a list of strategies aimed to implement the revitalization ideas obtained through the community engagement plan (Task 3), identified on the Urban Framework Plan (Task 5), and generated from the catalyst site/area conceptual designs (Task 6 – not described in this document). These strategies will also aim to address potential infrastructure and service deficiencies identified through the existing conditions analysis (Task 2). Notably, Stantec and the larger project team will include ICM and Public Works staff in defining which capital improvements move forward in the Subarea Plan. This will include written descriptions and exhibits (as appropriate) for the recommended strategies. The following list contains the components that are included in the Implementation Analysis and Strategies task (planning recommendations for the Hillyard Business District will be funded by NEPDA's IPG):

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Zoning and Land Use Strategies** – Stantec will recommend potential zoning and land use amendments that may be needed to support the land uses and urban form depicted on the UFP. This may include zoning map refinements, Future Land Use Designation amendments, and text amendments to the City’s zoning and development regulations. This will include planning-level recommendations and will not include specific map and text refinements to the City’s regulatory/policy documents; moreover, Stantec will provide written descriptions of actions the City should complete in the future. The City may choose to carry forward these recommendations through future amendments to the Comprehensive Plan and zoning regulations (separate from this scope of work).
- B. **Utility Need and Strategies** – Stantec’s engineers will identify the utility needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP. Stantec will list near- and long-term capital improvement projects which are warranted to serve the long-range vision for the Focus Area. Notably, Stantec will carry forward recommendations from past planning and special studies in this analysis (e.g., technical analysis for The Yards). As appropriate, Stantec will consider utility upgrade projects in concert with recommended roadway projects (see D below). The utility recommendations will identify the lead entity would conduct the associated capital project(s).
- C. **Drainage Needs and Strategies** – Stantec’s engineers will identify the drainage needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP with the emphasis on The Yards area of the larger Focus Area. Notably, Stantec will review and carry forward drainage-retained findings/recommendations from previous studies affecting the Focus Area. Stantec will list near- and long-term capital improvement projects which are warranted to serve the land uses and redevelopment projects envisioned for the Focus Area. For The Yards, the Hillyard Business District, and the planned East Wellesley Business District, Stantec will identify options for regional stormwater management approaches (which would increase development potential on individual properties). Notably, Stantec will carry forward recommendations from past drainage studies in this analysis (e.g., technical analysis for The Yards). The City/NEPDA shall be responsible for selecting their preferred drainage/stormwater management approach for the Focus Area (or the individual Character Districts therein). The drainage recommendations will identify the lead entity would conduct the associated capital project(s).
- D. **Transportation/Mobility Needs and Strategies** – F&P will identify the transportation/mobility needs to address known system deficiencies and to serve the land uses/development scale as depicted on the UFP. This analysis will place special emphasis on The Yard and the East Wellesley Business District as many of the existing rights-of-way are unimproved. F&P will list near- and long-term mobility-related capital improvement projects which are warranted to serve land uses and redevelopment projects envisioned for the Focus Area along with planning-level opinions of probable costs for construction. F&P will work with Stantec, the City, and NEPDA to identify to desired cross section assumptions for each mobility project (e.g., number of travel lanes and streetscape components). The transportation/mobility-related recommendations will identify the lead entity would conduct the associated capital project(s). These recommendations will include modeling and analysis as described below:

Modeling and Analysis – This subtask will include some modeling and analysis based on the recommended land uses and catalyst redevelopment projects identified part of Tasks 5 and 6. F&P

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

will utilize the Spokane Regional Transportation Council (SRTC) regional travel demand model to develop growth forecasts for PM peak hour volumes at the study intersections assuming 20-year horizon alternatives. This growth scenario analysis will use the SRTC model to evaluate traffic response to the land use changes depicted on the UFP (from Task 5) – this analysis assumes one scenario (not multiple). F&P will conduct a traffic analysis on East Francis Avenue and East Wellesley Avenue. The traffic data will be used to evaluate levels of service at up to ten (10) intersections. This will include building a PM Peak Hour Synchro traffic operations analysis.

- E. **Amenities/Open Space Needs and Strategies** – Stantec will identify future amenities and public open space elements that are planned across the Focus Area. For each project, Stantec will list the location and site components.
- F. **Marketing, Branding, and Management Needs and Strategies** – Stantec will develop a list of strategies/actions to support marketing, branding, and management needs for The Yard and the planned East Wellesley Business District. Note, some of this information will be generated from the findings and recommendations developed as part of Task 8.
- G. **Action Plan Matrix** - Stantec will create an Action Plan Matrix that lists each strategy action, the lead entity (e.g., the City, NEPDA, community organizations, government partners, etc.), and timing/sequencing – the matrix could serve as a template for the City/NEPDA's future work plans and guide project implementation.

Deliverables

- Technical memorandums and exhibits for zoning/land use, utilities, drainage, transportation/mobility, amenities/open space, and management. (note: this information will be incorporated into the final Subarea Plan document as detailed in Task 9).
- Action Plan Matrix.

Task 8: Funding Strategies

Stantec's public financing subconsultant, EPS will develop a series of potential fundings strategies aimed to best leverage local and other sources to fund the myriad of capital improvement projects and management systems that will be identified through the subarea planning process. Based on the findings/ recommendations, the City/NEPDA can select their preferred funding structure for the Focus Area.

Stantec and subconsultant EPS will complete a Funding Strategies analysis for the overall Focus Area utilizing funding from the City's ARPA funds and NEPDA's IPG. The following subtasks will be completed utilizing the City's ARPA funds:

- I. **Tax Revenue Forecasts** - EPS will integrate the market and financial research and construct a bond model that can be used to test assumptions, conduct sensitivity analyses, and generate bond proceed estimates. A key variable that will be integrated into the analysis is the geographic delineation of the industrial area redevelopment as well as the business district redevelopment. Absorption and tax revenue forecasts will be provided for both, enabling the Project Team to select the appropriate combination of geographies for consideration. Specific tasks include:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Construct a financial model to estimate aggregate sales tax and property tax revenues through 2040;
 - Incorporate sensitivities for buildout and geography, recognizing that the priority is for the industrial areas, with a recognition that the business district may have a role. Other sensitivities include variability for timing and valuation;
 - Isolate the increment available for development within The Yard, and project funding through 2040; and
 - Consult with a third parking consultant resource (e.g., DA Davidson) for current public financing model factor and forecast bond proceeds. EPS assumes that the City/NEPDA will introduce DA Davidson staff.
- II. **Workshop to discuss Catalytic Public Investments** - In a support role to Stantec, EPS will help facilitate a workshop to integrate disciplines and incorporate findings from staff and all consulting team members. The goal is to ensure each perspective is represented in the recommendations as the public financing potentials are solidified. Specific tasks include:
- Convene Project Team in a virtual workshop to review development opportunities.
 - Define the portions of The Yard that are most likely to attract capital in the initial phases of redevelopment/development.
 - Integrate market findings and infrastructure analysis to identify phases for public improvements and place making elements.
 - Delineate an initial phase within the larger plan and refine financial projections with greater specificity for this phase.
- III. **Reconciliation of Sources and Uses** - As a final step in the technical work, EPS will integrate all elements of research and develop a financial model that reconciles the sources and uses of funds. The sources of funds will be based on the refined absorption and valuation estimates while the uses will be based on the most recent information available from other team members. It is recognized that the uses will cover much of the anticipated cost, but that additional elements will be engineered at a later date. Thus, the financial model will include a surplus of funds to cover those costs. The final iteration of the model can be used by the City and NEPDA to implement capital improvement projects in the Focus Area. Stantec will provide a list of future infrastructure improvements and corresponding costs to EPS for this analysis.

Deliverables

- Public funding analysis notes and summaries.
- The Funding Strategies Report/Summary will follow the March 9, 2023 work plan.

Task 9: Subarea Plan Document

Stantec will create a final Subarea Plan document for the Focus Area that describes the process, findings, and recommendations. The document will include specific goals and policies for land-use, environmental protection, funding strategies and transportation and recommended strategies to implement the components described in the Subarea Plan (e.g., land use modifications, capital investments, additional studies). The document will be structured as a series of “elements” focused on community context,

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

community vision, land use, housing, transportation/mobility, utilities/drainage, open space/amenities, and economic development. Technical findings/reports will be attached as appendices.

Stantec will integrate the previously described tasks into a single user-friendly document. Stantec will provide up to two rounds of revisions based on City/NEPDA staff comments. Stantec will provide a final document in PDF electronic format. Stantec will work with the City/NEPDA to define the document branding, and general layout prior to commencement (e.g., fonts, colors, and layout character).

The planning, analysis, and recommendations for the Hillyard Business District will be performed according to the March 9, 2023 work plan and funded through NEPDA's IPG. Under this scope of work, Stantec will integrate the planning analysis and recommendations for the Hillyard Business District into the Subarea Plan Document for the overall Focus Area.

Deliverables

- One Subarea Plan document in PDF format; and
- Appendices (with technical reports that will be developed under preceding tasks).

Task 10: Project Adoption and SEPA Checklist Support

Stantec will provide assistance to the City/NEPDA through the project adoption process. In this arrangement, Stantec assumes that the City/NEPDA will play the lead role in creating a formal application to City Council for adoption and preparing a State Environmental Policy Act (SEPA) non-project checklist (consistent with Washington Growth Management Act and state law). Stantec will assist the City/NEPDA pursuant to the following.

- A. Adoption** – Stantec will provide the Subarea Plan document and supplemental reports/memorandums that were developed through the project duration. Stantec will provide a written summary of the project, engagement activities, and key plan components so that staff can incorporate into their report to Council/Plan Commission. Stantec will assist with one (1) presentation (e.g., PowerPoint file) that will be used in the adoption hearings. Stantec will participate in up to three (3) hearings (e.g., Plan Commission and City Council) to assist City/NEPDA staff.
- B. SEPA Non-Project Checklist** – Stantec will provide to the City/NEPDA technical reports/memorandums and exhibits that will assist with staff's responses to the SEPA checklist questions; these will include findings that were generated through the subarea planning process and not include new datasets or technical studies. Stantec will provide one (1) round of review of the draft SEPA non-project checklist after City staff compile the document; Stantec will identify potential edits to make the checklist factual and reflective of the project analysis.

Deliverables

- Memorandum summarizing the process and findings.
- PowerPoint presentation (up to 6 slides).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Memorandum of technical information in support of the SEPA Non-Project Checklist (based on staff information request to Stantec) *Note, this task will be limited to information obtained through the preceding tasks and will not include additional/new analysis.*

Project Fee

The estimated cost to complete the proposed scope of work is summarized below in Table 1 (labor will be billed on a time and materials basis not to exceed the budget allocations for each task).

Table 1 – Project Fee	
Tasks and Descriptions	ARPA Budget
Task 1: Project Management & Coordination	\$12,642.91
Task 2: Existing Conditions Analysis	\$147,172.81
Task 3: Community Engagement	\$22,531.70
Task 5: Urban Framework Plan	\$13,465.35
Task 7: Implementation Analysis and Strategies	\$73,192.63
Task 8: Funding Strategy	\$25,911.40
Task 9: Subarea Plan Document	\$20,108.93
Task 10: Project Adoption and SEPA Checklist Support	\$15,766.18
Total	\$330,791.91

1.) The budget fees includes Stantec and subconsultant labor costs plus associated expenses.

2.) Subconsultant fees are based on lump sum estimates with a 5% markup consistent with Stantec's existing contract with the City (ORP 2020-0603).

Stantec anticipates the Subarea Plan project can be completed within approximately seven months from the City's notice to proceed. Stantec will prepare a timeline of key milestones upon receiving notice to proceed and present this timeline at the project kick-off meeting. We are excited to partner with the City/NEPDA and the Spokane area community to explore revitalization opportunities for the neighborhoods and help put underutilized brownfields back into productive use.

Regards,

STANTEC CONSULTING SERVICES INC.



Cyrus Gorman LG
Senior Associate
Phone: (425) 599-9302



Ryan Givens AICP
Principal Planner / Urban Designer
Phone: (425) 289-7333

ATTACHMENT 4

ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0426
Renews #	
Cross Ref #	
Project #	
Bid #	RFQU 5820-23
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	SETH MCINTOSH 742-8154
Contact E-Mail	SMCINTOSH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 9TH PART 12D CA & REPORT FOR UPRIVER PHASE I

Agenda Wording
 Proposed contract with Geoengineers, Inc. to perform Comprehensive Assessment as prescribed in the CFR title 18, Part 12D and audit of Owner's Dam Safety Program in the amount not to exceed \$118,374.00 including tax. Effective 4/15/2023 to 12/31/2023

Summary (Background)
 RFQu 5820-23 received 5 proposals with evaluation committee recommendation to negotiate scope and fee with Geoengineers, Inc. This resulting contract is recommended for Council approval and award.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 118,374.00	# 4100 42460 34148 54201 15716
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCINTOSH, SETH	Study Session\Other	Urban Experience
Division Director	FEIST, MARLENE	Council Sponsor	CM Stratton; CM Zappone
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	BEATTIE, LAUREN	jfinger@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	lstone@geoengineers.com	
Additional Approvals		lflangas@geoengineers.com	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	CM Stratton; CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	As a Federal Energy Regulatory Commission (FERC) licensee, the City of Spokane requires engineering services by an Independent Consultant (IC) to perform its decennial Comprehensive Assessment (CA) of the Upriver Dam Hydroelectric Project, as prescribed in the Code of Federal Regulations (CFR) title 18, Part 12, Subpart D. The IC will also conduct the quinquennial audit of the Owner's Dam Safety Program, per FERC requirements, and new engineering analyses to address outstanding issues from the 8 th Part 12D inspection and report.
Proposed Council Action	Will file for Council's 4/24 agenda for a vote
Fiscal Impact Total Cost: <u>\$108,600 + 9% tax = \$118,374</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2023: 4100 42460 34148 54201 15716; Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not applicable. The project is a study that meets regulatory requirements and involves no change to the City's current hydroelectric or water supply operations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable. There is no effect of the project outside City property, procedures, and personnel.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs will be tracked and compared to previous Part 12Ds; CA report comments from the FERC will be received and addressed	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with and is included in the City's contractual services budget .	



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

CITY OF SPOKANE
NOTICE OF INTENT TO AWARD

Date here

Attn: Respondents to Request for Qualifications #5820-23 - Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

Thank you for your recent Proposal response to the Request for Qualifications identified above. The City of Spokane received five Proposal responses to this request. After evaluation of Proposals, an award recommendation to GeoEngineers/Black & Veatch has been made.

The Department requesting Proposals will be entering into contract negotiations with the above referenced Company. The resulting contract and award recommendation will be forwarded to the City Council for approval. If you would like to be notified of the exact City Council meeting date, or if you have questions related to this award recommendation, please contact Jeanne Finger at jfinger@spokanecity.org.

The City of Spokane recognizes your effort in submitting a Proposal in order to compete for this contract. Thank you for taking the time to respond to our Request for Qualifications and we encourage you to participate in future solicitations.

Respectfully,

Connie Wahl, C.P.M., CPPB
Senior Procurement
Specialist
City of Spokane Purchasing



City of Spokane

CONSULTANT AGREEMENT

**Title: PART 12D COMPREHENSIVE
ASSESSMENT AND REPORT FOR UPRIVER
DAM HYDROELECTRIC PROJECT – PHASE I**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide the Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I, and

WHEREAS, the Consultant was selected from a RFQu 5820-23 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on the date this contract is fully executed by both parties, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) upon execution of this contract. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s March 29, 2023, Proposed Scope and Fee Estimate which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$108,600.00)**, excluding tax, if applicable, payable as a "Time and Materials" contract pursuant to the Schedule of Charges in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice (10 days for non-payment of

premium) from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement for General Liability and Automobile Liability coverages, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – March 29, 2023, Proposed Scope and Fee Estimate

23-054

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

March 29, 2023

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee Estimate
Phase I of Part 12D Inspection
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-203-00

INTRODUCTION AND PROJECT UNDERSTANDING

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee estimate is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch (BV) as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs) and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

We understand the Federal Energy Regulatory Commission (FERC) has required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I will include the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I is to organize and plan for the work to be completed in Phase II. Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports. This proposal includes only the Phase I scope.



The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide concrete gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

SCOPE OF SERVICES

The following proposed scope of services is based on our understanding of Phase I of this project. We have organized Phase I into the following tasks based on the teams of personnel and the purpose of each task.

Task 1. Pre-Inspection Analysis – Comment Response and Strategy

The purpose of this task is to develop a strategy or plan with the City to complete the necessary analyses before the inspection to provide valuable information to the IC team for review when completing the CA. This is based on the FERC comments provided in their letter dated January 9, 2023. The letter identifies several analyses and updates to the project Supporting Technical Information Document (STID) which should be completed prior to the CA.

We have structured our personnel such that the IC team will have limited involvement in the pre-inspection analyses, beyond the upfront planning, to ensure a reasonable level of independence and avoid a conflict of reviewing their own work.

1. Document Review – GeoEngineers and BV staff focused on the pre-inspection analysis will review the relevant documents (e.g., STID, last Part 12D Inspection report and other specific previous studies) to develop an understanding of the project features, history, and previous studies completed in their area of focus.
2. Seismic Hazard Analysis (SHA) Strategy – We have identified the seismic hazard analysis as a potentially critical item to be re-evaluated as part of the pre-inspection analysis. The SHA completed for the last Part 12 inspection was identified by FERC to be insufficient. Based on our preliminary review, it was not completed in accordance with the FERC engineering guidelines and the standard of practice for high-hazard hydroelectric projects. We identified several approaches that could be used to fulfill this need, each with varying implications to the project cost and schedule. The approach will likely require that a new SHA be performed for the project and may include a new site-specific Seismic Source Characterization (SSC).
3. We anticipate that this analysis will be on the critical path for the pre-inspection analysis as several of the FERC suggested analyses (stability, liquefaction, etc.) require input regarding the seismic hazard. In our experience, the FERC review time for this analysis may take more than a year. So, it is critical to establish a strategy at the outset of the project for this task.
4. This scope also includes up to two SHA focused meetings with the City to discuss the implications of different approaches and developing a strategy to complete the analyses and FERC review within the needed schedule.



5. Comment Response Letter – In our SOQ, we provided draft responses to the comments in this letter for the City’s consideration. The final letter submitted to FERC should be carefully coordinated with the City to propose a plan and schedule that meets the needs of the CA but fits within the City’s schedule and budget constraints. We anticipate that up to two additional drafts will be prepared, one based on our coordination with the City and the second addressing FERC comments on our proposed approach. To expedite the process, we anticipate up to two meetings as part of the overall comment response. We propose one meeting with the City to discuss the overall strategy for the pre-inspection analysis and a second with the City and FERC engineers responsible for reviewing our approach and analyses following the submission of the comment response letter.

Deliverables/Schedule:

- Seismic Strategy Meeting(s) – 2 to 4 weeks after notice-to-proceed (NTP).
- Draft Comment Response Letter to City – Provided 2 weeks after strategy meeting with City.
- Final Comment Response Letter for FERC review – Provided 2 weeks after receiving City comments.
- Revised Comment Response Letter – Provided 4 weeks after receiving FERC comments.

Task 2. Part 12D Inspection Plan

The purpose of this task is for the IC team to prepare the Part 12D Inspection Plan (PIP) in accordance with Chapter 16 of the FERC engineering guidelines. The IC team members will review the relevant documents (e.g., STID, and last Part 12D Inspection report) to develop an understanding of the project features, history, and previous studies completed in their area of focus. This document review will be completed by the same IC team members participating in the CA to support the development of the PIP and build the foundation for their understanding of the project necessary to complete the CA. The PIP will include:

1. A summary of the project details and Comprehensive Assessment inspection requirements;
2. A brief description of the project features and the types and quantities of the proposed inspections/tests;
3. The IC team proposal, providing the roles and qualifications for the Independent Consultant, Co-ICs, subject matter experts (SMEs) and facilitators for submittal to FERC; and
4. A schedule for the Part 12 D Inspection activities.

Deliverables/Schedule:

- Draft Part 12D Inspection Plan (PIP) with IC team proposal – 6 to 8 weeks after NTP.
- Final PIP – 2 weeks after City comments on Draft.

Task 3. Owner’s Dam Safety Program (ODSP) Audit Proposal

The purpose of this task is for the ODSP audit team to prepare the ODSP audit proposal in accordance with the FERC guidance for ODSP external audits, dated May 24, 2018. The ODSP auditor will review the relevant documents (e.g., STID, last Part 12D Inspection report, Dam Safety Surveillance and Monitoring Plan [DSSMP], last Dam Safety Surveillance and Monitoring Report [DSSMR], Owner Dam Safety Program, and the last ODSP report) to develop an understanding of the project features and history. The auditor’s document review is a critical component to developing an appropriate project specific ODSP audit to provide valuable dam safety program guidance in Phase II. The ODSP audit proposal will include:



1. A summary of the project details and ODSP audit requirements;
2. A plan for the audit inspection and interviews; and
3. The qualifications of the ODSP auditor and any supporting staff.

Deliverables/Schedule:

- Draft ODSP Audit Proposal – 8 to 10 weeks after NTP.
- Final ODSP Audit Proposal – 2 weeks after City comments on Draft.

Task 4. Phase II Scoping

Based on the documentation review, development of the pre-inspection analysis strategy and ODSP audit proposal, we will develop a scope with a firm fixed price budget for Phase II, as described in the RFQ.

Deliverables/Schedule:

- Scope and Firm Fixed Price for Phase II – 4 to 6 weeks after Final Analysis Plan, PIP and ODSP proposals accepted.

TERMS, SCHEDULE AND FEE ESTIMATE

Our services will be provided in accordance with mutually agreed upon terms and conditions. Our schedule will be based on the task durations noted in the schedule presented on our SOQ. We can provide an updated schedule when NTP is provided. The actual schedule will depend on coordination with the City and FERC.

Our fee will be determined for a time-and-materials with cap as described in the attached Schedule of Charges. A breakdown of the budget by task is provided in the following table.

Phase I Activity and Tasks	Fee Estimate
Task 1. Pre-Inspection Analysis Strategizing	\$47,700
Task 2. Part 12D Inspection Plan	\$24,300
Task 3. ODSP Audit Proposal	\$12,900
Task 4. Phase 2 Scoping	\$23,700
Total	\$108,600

The fee estimate for each task is approximate and will be used for project budget tracking. We assume that we will be able to transfer costs between tasks provided the total is not exceeded. We assume the City’s project manager will be authorized to approve these minor changes in the scope and schedule as the project advances and evolves.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to submit this scope and fee estimate. Please call if you have any questions regarding our understanding of the project or our estimated fee. We look forward to providing our services to you on this project and appreciate your confidence in our firm.

Sincerely,
GeoEngineers, Inc.



Lyle J. Stone, PE
Associate Geotechnical Engineer



Lindsay C. Flangas, PE
Principal Geotechnical Engineer

DTM:LJS:LCF:atk

Attachments:

GeoEngineers 2023 Schedule of Charges – Spokane, Boise, Kennewick, Salem (Local Agencies)
Black & Veatch 2023 Rates

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2023 by GeoEngineers, Inc. All rights reserved



GEOENGINEERS RATES FOR PHASE 1 ACTIVITIES

Compensation

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule. Current rates are:

SCHEDULE OF CHARGES -2023

Spokane, Boise, Kennewick, Salem - (Local Agencies)	Rate
Professional Staff	
Staff 1 Scientist	\$119
Staff 1 Engineer	\$124
Staff 2 Scientist	\$131
Staff 2 Engineer	\$136
Staff 3 Scientist	\$145
Staff 3 Engineer	\$148
Engineer/Scientist 1	\$152
Engineer/Scientist 2	\$162
Senior Engineer/Scientist 1	\$182
Senior Engineer/Scientist 2	\$195
Associate	\$222
Principal	\$250
Senior Principal	\$255
Technical Support Staff	
Administrator 1	\$84
Administrator 2	\$90
Administrator 2	\$95
CAD Technician	\$104
CAD Designer	\$117
Senior CAD Designer	\$140
GIS Analyst	\$155
Senior GIS Analyst	\$173
GIS Coordinator	\$190
Technician	\$81
Senior Technician	\$92
Lead Technician	\$103
Environmental Technician	\$103



* Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above. Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent on depositions, trial preparation, and court or hearing testimony will be billed at one and one-half times the above rates. Time spent on either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details. Rates for data storage and web-based access will be provided on a project-specific basis.

Direct Expenses and Subconsultants

Direct expenses will be billed at cost and in accordance with the terms in Section 6 "Reimbursables" of the Consultant Contract. Subconsultants are charged at cost plus 4 percent.

B&V RATE TABLE FOR PHASE 1 ACTIVITIES

BV Professionals	Role	2023 Bill Rate
Mostafa El-Engbawy	Structural Analysis Lead	\$215
Frank Means	H&H Analysis Lead	\$215
Ricardo Gamarra / Alexander Wallen	H&H Analysis Support	\$166
Jeff Bair	Independent Consultant	\$320
Jason Beard	IC Team – Hydraulic Structures	\$225
Cindy Fredrick	Technical Writing	\$155
Theresa Jones	Administrative Services	\$130
Marvin Cones	ODSP Audit Lead	\$295
Megan Puncke	Project Manager	\$262





Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/11/2023
Clerk's File #	OPR 2021-0257
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR24840

Submitting Dept	FIRE
Contact Name/Phone	BRANDON CHILDS X7071
Contact E-Mail	BCHILDS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - INFOR CAD SOFTWARE CONTRACT RENEWAL

Agenda Wording
 Contract Renewal with Infor Public Sector, Inc. to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software. We'll be adding four additional EnRoute Mobile Client licenses with this renewal.

Summary (Background)
 Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$4,400.43	# 5903-79125-22200-53104-99999
Expense	\$ \$9,329.06	# 1970-35142-22100-54820-99999
Expense	\$ \$83,602.28	# 1970-35210-28200-54820-99999
Select	\$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	04/10/2023 Urban Experience
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM Cathcart & CM Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	BEATTIE, LAUREN	bchilds@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	fireaccounting@spokanecity.org	
Additional Approvals		kschmitt@spokanecity.org	
Purchasing	NECHANICKY, JASON		

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire
Contact Name & Phone	Brandon Childs x7071
Contact Email	bchilds@spokanecity.org
Council Sponsor(s)	CM Cathcart and CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Renewal with Additional Licenses
Summary (Background)	<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.</p> <p>Contract period is for May 1, 2023 through April 30, 2024. Annual cost will be approximately \$92,931.34 (including tax) plus \$4,400.43 for the four additional CAD mobile licenses for a total cost of \$97,331.77. This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.</p>
Proposed Council Action & Date:	
Fiscal Impact:	<p>Total Cost: <u>\$97,331.77</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Fire/EMS with reimbursement from SREC</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>Dispatch operation would be unable to dispatch help to any and ALL communities in the City of Spokane and Spokane County if the agreement is not renewed.</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

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

Performance measures are monitored and feedback from user agencies are collected regularly to ensure the software is performing to the expected standard.

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 renewal of this agreement ensures continuity of a safe and reliable fire dispatch operation for the City of Spokane and its public safety partners.



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-23**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** (“Infor”) and **Spokane Fire Department** (“Customer”) shall be amended as follows:

- 1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2023 and terminating April 30, 2024. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

- 2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-23 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by
Spokane Fire Department:**

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Date

Date

Approved as to form:

Assistant City Attorney



Order Form

This Order Form is subject to the terms of the Agreement(s) between the parties (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, the parties shall apply terms logically.

I. On Premise Software

PROD: Spokane

Table with 5 columns: Part # (if applicable), On Premise Software, User Restriction* (Quantity, Type), Support Level**. Row 1: 1, PSD-EDISMC, EnRoute Mobile Client, 4, CU, XTP. Total License Fee: \$3,200.00

* If specified in the User Restriction field:

- "CU" = Concurrent Users - Quantity represents the maximum number of authorized users that may access the Software at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

**Support Level

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program. Descriptions of the XT and XTP Support plans can be found at http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/. A description of the XTE - Customer Success Plus program can be found at https://www.infor.com/support/customer-success-plus/

II. Support Services

Annual Support Fee: \$704.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through 4/30/2024

Fee for Initial Term of Support***: \$837.09

*** The Fee for Initial Term of Support represents a proportional amount of the annual Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

Total Amount Due (before applicable taxes): \$4,037.09

Payment Terms:

Payment is due within 15 days from the Order Form Date.

Currency: USD

Equipment (on which On Premise Software will be installed):

Table with 4 columns: Computer Platform, Model, Operating System, DBMS, Serial Number.

Customer Account ID: 103

Infor GL ID: US06A

Account Executive

Name: Matt Williams

Table with 2 columns: Delivery Address, Invoice Address.

Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA	Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA
Contact Name: Dusty Patrick	Contact Name: Dusty Patrick
Contact Phone: (509) 625-7071	Contact Phone: (509) 625-7071
Contact email: dpatrick@spokane-fire.org	Contact email: dpatrick@spokanecity.org

III. Additional Terms

Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the On Premise Software will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed On Premise Software for which Customer is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

Perpetual license - Subject to the terms and conditions of the Agreement and this Order Form, Infor grants Customer a perpetual (subject to the termination provision of the Agreement), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the object code of the On Premise Software specified herein (including any updates, enhancements, or modifications to such On Premise Software that Infor provides pursuant to its Support obligations) on the Equipment for Customer's own internal computing operations, provided Customer is not in breach of the provisions of the Agreement or this Order Form and has paid all fees in a timely manner. Support for the On Premise Software shall be provided on an annual basis upon Customer's payment of the annual Support Fee prior to the beginning of the applicable Support period. Support will automatically renew for consecutive annual periods beyond the initial Support period on a year-to-year basis unless either party notifies the other in writing of its election to terminate Support for the On Premise Software at least ninety (90) days prior the expiration of the then-current Support period. Unless otherwise stated in this Order Form, Customer has the right to use the On Premise Software in object code format only and no rights to source code are granted. Any rights not expressly granted in the Agreement and this Order Form are expressly reserved.

If the Support renewal of Customer's previously licensed On Premise Software is pending, then Customer hereby consents to the renewal of Support services for such On Premise Software and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the On Premise Software licensed herein until such payment is received.

Any reference to "accept" or "acceptance" in the Agreement is not applicable to the On Premise Software licensed on this Order Form.

The total liability of Infor in connection with the On Premise Software licensed on this Order Form shall not exceed the license fee the Customer actually pays to Infor for such On Premise Software.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

The On Premise Software licensed on this Order Form are for production use only. If Customer wishes to run a copy of the On Premise Software for disaster recovery purposes, a separate Order Form is required and additional fees may be required.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The On Premise Software licensed on this Order Form are new and/or additional licenses and are not intended to be an exchange or upgrade from any of Customer's previously licensed On Premise Software. If Customer's intent was for this Order Form to be an

exchange or upgrade, then the previously licensed On Premise Software must be current on support and such support shall transfer to the On Premise Software licensed on this Order Form.

Parties agree that no shipment shall be required for On Premise Software previously licensed to the Customer. For any new On Premise Software license, Delivery shall be FOB Shipping Point.

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form (the "Order Form Date") to be completed by Infor upon countersignature: _____

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**

(Infor)

for: **Spokane Fire Department**

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Job Title

Job Title

Date

Date



Invoice	Invoice Date	Due Date
P - 7549-US06A	12/30/2022	04/27/2023

Invoice

Bill to: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: Dusty Patrick

Deliver To: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,872.15
Paging Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	4,516.41
Encoder Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	4,559.45
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	5,420.69
DF/AD Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,441.53
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	13,421.70
Locution Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	1,704.89
FireHouse Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	1,264.89
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2023	04/30/2024	10,526.16
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2023	04/30/2024	8,420.91
Standard PCR Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	2,181.56
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2023	04/30/2024	4,897.21
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	6,123.42
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,941.88
eDispatch Mobile Client	Spokane	PROD	1	40	05/01/2023	04/30/2024	8,558.77



Invoice	Invoice Date	Due Date
P - 7549-US06A	12/30/2022	04/27/2023

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	04/28/2023	04/30/2024	0.00
CAD Seat Lite	Spokane	PROD	1	2	04/28/2023	04/30/2024	2,165.84
EnRoute CAD Seats Only	Spokane	PROD	1	2	04/28/2023	04/30/2024	240.65
TAX(Type RE - WA)							7,673.23

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector. Inc.
 P.O. Box 854213
 Minneapolis, MN 55485-4213
 USA
 Cash.Applications@infor.com
 EFT: Wells Fargo Bank
 ABA #: 121000248
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
85,258.11	7,673.23	92,931.34

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total:

USD 92,931.34

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2020-0067
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 5181-19
Requisition #	MASTER

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES MANAGEMENT RENEWAL OF CAMTEK MASTER CONTRACT

Agenda Wording

Renew Master Contract with Camtek, Inc. Spokane WA for camera, video management software and access control systems installation and maintenance.

Summary (Background)

On 11/25/2019 responses were due to RFP 5181-19 for installation and maintenance of security cameras, video management software and access control systems. This is the 2nd of two one-year renewals for this contract.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$350,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	BUSTOS, KIM
Legal	BEATTIE, LAUREN
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	URBAN 4/10/2023
Council Sponsor	CM STRATTON

Distribution List

LAGA@SPOKANECITY.ORG
JTEAL@SPOKANECITY.ORG
DSTEELE@SPOKANECITY.ORG
DDANIELS@SPOKANECITY.ORG
KLONG@SPOKANECITY.ORG
CPLASCENIA@SPOKANECITY.ORG
KBUSTOS@SPOKANECITY.ORG

Additional Approvals**Purchasing**

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name & Phone	David Steele, 625-6064
Contact Email	dsteele@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/10/2023
Agenda Item Name	CITY WIDE VALUE BLANKET FOR CAMTEK SECURITY SYSTEMS
Summary (Background)	Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.
Proposed Council Action & Date:	Approval from Council April 24, 2023
Fiscal Impact: \$295,000 Total Cost: \$295,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Individual Departments are responsible for funding their camera purchase. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
N/A	



City of Spokane
MASTER CONTRACT RENEWAL
2 of 2
Title: SECURITY CAMERA
INSTALLATION AND MAINTENANCE

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide Security Camera Installation And Maintenance; and

WHEREAS, the original Contract provided for two (2) one (1) year renewals with this being the second of those renewal.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 14, 2020 and February 20, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$350,000.00)** for everything furnished and done under this optional use Contract /Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

CAMTEK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



License Information:

[New search](#) [Back to results](#)

Entity name: CAMTEK, INC.

Business name: CAMTEK, INC.

Entity type: Profit Corporation

UBI #: 602-020-474

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3815 E EVERETT AVE
SPOKANE WA 99217-6614

Mailing address: PO BOX 6520
SPOKANE WA 99217-0908

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident	13367			Active	Mar-31-2024	Jan-17-2019
Bellingham General Business	070528			Active		Aug-06-2021
Benton City General Business - Non-Resident	4905			Active	Mar-31-2024	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-180			Active	Mar-31-2024	Jan-08-2019
Colville General Business - Non-Resident	004930.0			Active	Mar-31-2024	May-26-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Jun-01-2021
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Oct-22-2015
Moses Lake General Business - Non-Resident	BUS2016-0272			Active	Mar-31-2024	Nov-29-2016
Olympia General Business - Non-Resident	45077			Active	Mar-31-2024	Feb-18-2022
Pasco General Business - Non-Resident	18699			Active	Mar-31-2024	Sep-28-2013



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland General Business - Non-Resident	F03058			Active	Mar-31-2024	Dec-21-2007
Spokane General Business	T12035040BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	02236			Active	Mar-31-2024	Mar-18-2004
Toppenish General Business - Non-Resident				Active	Mar-31-2024	Sep-11-2019
Union Gap General Business - Non-Resident				Active	Mar-31-2024	Mar-25-2021

Governing People <small>May include governing people not registered with Secretary of State</small>	
Governing people	Title
STEPHENSON, LORIE	

The Business Lookup information is updated nightly. Search date and time: 4/11/2023 1:52:07 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/10/2023
Clerk's File #	OPR 2019-0073
Renews #	2 OF 2
Cross Ref #	OPR 2020-0067
Project #	
Bid #	DEPT IRFP
Requisition #	VALUE BLANKET

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVID STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5900 CITY WIDE VALUE BLANKET FOR CAMTEK SECURITY SYSTEMS

Agenda Wording
 Value Blanket renewal of OPR 2019-0073 with Camtek Inc. for all hardware and software licensing and/or maintenance provided by Camtek Inc. Renewal term March 1, 2023 through December 31, 2023, for a total not to exceed \$295,000.00.

Summary (Background)
 Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 295,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	Urban Experience 4/10/2023
Division Director	FLEIGER, NATHAN	Council Sponsor	CM Stratton
Finance	BUSTOS, KIM	Distribution List	
Legal	BEATTIE, LAUREN	LAGA@SPOKANECITY.ORG	
For the Mayor	PERKINS, JOHNNIE	JTEAL@SPOKANECITY.ORG	
Additional Approvals		DSTEELE@SPOKANECITY.ORG	
Purchasing	NECHANICKY, JASON	DDANIELS@SPOKANECITY.ORG	
		KLONG@SPOKANECITY.ORG; KBUSTOS@SPOKANECITY.ORG	
		ITADMIN@SPOKANECITY.ORG	
		CPLASCENCIA@SPOKANECITY.ORG	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name & Phone	David Steele, 625-66064
Contact Email	dsteele@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/10/2023
Agenda Item Name	CITY WIDE VALUE BLANKET FOR CATMEK SECURITY SYSTEMS
Summary (Background)	Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.
Proposed Council Action & Date:	Approval from Council April 24, 2023
Fiscal Impact: \$295,000 Total Cost: \$295,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Individual Departments are responsible for funding their camera purchase. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
N/A	



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: CAMTEK, INC.

Business name: CAMTEK, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-020-474

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3815 E EVERETT AVE
SPOKANE WA 99217-6614

Mailing address: PO BOX 6520
SPOKANE WA 99217-0908

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Airway Heights General Business - Non-Resident	13367			Active	Mar-31-2024	Jan-17-2019
Bellingham General Business	070528			Active		Aug-06-2021
Benton City General Business - Non-Resident	4905			Active	Mar-31-2024	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-180			Active	Mar-31-2024	Jan-08-2019
Colville General Business - Non-Resident	004930.0			Active	Mar-31-2024	May-26-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Jun-01-2021
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Oct-22-2015



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
----------------------------------	-----------	-------	---------	--------	-----------------	------------------

Moses Lake General Business - Non-Resident	BUS2016-0272			Active	Mar-31-2024	Nov-29-2016
--	--------------	--	--	--------	-------------	-------------

Page 1 of 2

Endorsements

Filter

Pasco General Business - Non-Resident	18699			Active	Mar-31-2024	Sep-28-2013
Richland General Business - Non-Resident	F03058			Active	Mar-31-2024	Dec-21-2007
Spokane General Business	T12035040BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	02236			Active	Mar-31-2024	Mar-18-2004
Toppenish General Business - Non-Resident				Active	Mar-31-2024	Sep-11-2019
Union Gap General Business - Non-Resident				Active	Mar-31-2024	Mar-25-2021

Governing People May include governing people not registered with Secretary of State

Governing people	Title
STEPHENSON, LORIE	

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:26:14 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CAMTINC-01

BBORDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2022

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

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

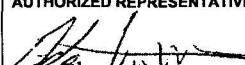
PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201		RECEIVED OCT 11 2022		CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: ADDRESS:	
INSURED Camtek, Inc. P.O. Box 6520 Spokane, WA 99217-0908		CITY CLERK'S OFFICE		INSURER(S) AFFORDING COVERAGE	
				NAIC #	
				INSURER A: Crum & Forster Specialty Insurance Company 44520	
				INSURER B: Employers Mutual Casualty Company 21415	
				INSURER C: Scottsdale Insurance Company 41297	
				INSURER D:	
				INSURER E:	
				INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	X	GLO091614	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof. Liability \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6X11186	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS2000005	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			GLO091614	10/5/2022	10/5/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6X11186	10/5/2022	10/5/2023	Rented/Leased Equip 250,000
A	Professional			GLO091614	10/5/2022	10/5/2023	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract # OPR 2020-0067 - Security Camera Installation and Maintenance

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

CAMTEK

Integrated Security Systems

Inc.

Camera Catalog 2022 Prepared for the City of Spokane

Contact Information

CAMTEK

Integrated Security Systems Inc.

Lorie Stephenson

3815 East Everett Avenue
Spokane, Washington 99217
www.camtekinc.com
509.443.2609
lorie@camteckinc.com
dustin@camtekinc.com



David Steele

City of Spokane Real Estate Manager
808 W. Spokane Falls Blvd
Spokane, Washington 99201
509.625.6064

How to use this Catalog

1. The Department requesting cameras will submit a facilities request through the Help Desk at: <http://cossmssp.spokanecity.org/>
2. The City of Spokane's Real Estate Manager will contact Camtek to request a site consultation. Contact information for the site requester will be forwarded to Camtek for scheduling.
3. Camtek will contact the Department requester and schedule a site survey.
4. Once the site survey is completed a proposal will be generated and sent to the Facilities Manager and then forwarded on to the Department requester for review.

Supplemental Information

Camtek is pleased to offer the City of Spokane Security Cameras and Video Management Software in a catalog format. Camtek has provided as part of the IRFP part numbers and pricing for video equipment, software and accessories. Initial catalog pricing was valid from **January 1, 2019 – June 1, 2020**. Starting June 1 of 2020 The City of Spokane was provided with annual updated pricing and model numbers for all camera types to make sure we are providing the latest in technology from multiple manufacturers.

The reason June was selected as a catalog date was because ISC West (the largest converged security industry trade show in the U.S.) is held in April and all of the new technology will be readily available and in stock with manufacturers by June 1. Camtek will work with the Real Estate Manager for the City of Spokane to include in the catalog the latest technology, value and detail to formulate the best possible catalog for the City of Spokane.

All pricing quoted in the catalog will be guaranteed by Camtek for the term of the catalog, i.e. January 1, 2022 - June 1, 2023 to enable management to plan strategically year to year.

In the event of an unforeseen issue such as a natural disaster, production delay or part shortage which would impact manufacturing, such as the tsunami in Japan which affected both Sony and Samsung cameras and delayed production for 3 - 4 months. Camtek would notify the Real Estate Manager immediately and work with the manufacturers to address the issue and resolve the situation. It is Camtek's goal to provide the best camera for the best application at the best price.

Any quoted items not listed in this catalog will be billed to City of Spokane at 15% off MSRP.

City of Spokane - Camera Catalog Pricing
Pricing Reflects the Camera Only Price and Does Not Include any
Installation, Termination, Network Certification or Wiring Infrastructure

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
Axis Pricing				
01273-001	2N Helios IP Video Intercom Verso (with camera)	1368.95	1	1,368.95
01289-001	Frame Cover for IP Verso Brushed Stainless	89.69	1	89.69
	https://www.2n.cz/en_GB/documents/22902/87735/ip_verso_leaflet_a4_en_lq.pdf/48ce218b-2b36-4e92-ba44-cd6c31a513c5/searchTitle-Product+Leaflet+%28EN%29+-+2N%C2%AE+IP+Verso			
Q3518-LVE	Exterior Camera PoE Only	1598.03	1	1,598.03
	https://www.axis.com/en-us/products/axis-q3518-lve			
M3058-PLVE	360 Degree Camera 12MP	1006.01	1	1,006.01
	https://www.axis.com/en-us/search/result			
P3248-LVE MK	Outdoor Dome Camera Varifocal Lens 1080P IR	1289.13	1	1,289.13
	https://www.axis.com/en-us/products/axis-p3228-lve			
Q6075-E	Exterior PTZ Camera	3635.13	1	3,635.13
	https://www.axis.com/en-us/products/axis-q6055-e			
291	1U Video Server Rack	4678.41	1	4,678.41
Q7436	Encoder Blade 6 Channel	1406.43	1	1,406.43
T91H61	Wall Mount Gooseneck	205.28	1	205.28
T94M01D	Pendant Cap	69.15	1	69.15
T91E61	Wall Mount Gooseneck	45.75	1	45.75
T94K01D	Pendant Cap	45.75	1	45.75
T91A64	Corner Bracket	92.67	1	92.67
T91G61	Wall Mount Gooseneck	233.43	1	233.43
T94A01D	Pendant Cap	71.86	1	71.86
Hanwha Pricing				
PNF-9010R	360 Degree 12MP Camera	1126.08	1	1,126.08
	https://www.hanwhasecurity.com/media/attachment/file/p/n/pnf-9010r_rv_rvm_datasheet_170815.pdf			
XND-6080V	Indoor Fixed Camera 2MP	668.61	1	668.61
	http://www.securitydynamics.co.uk/media/assets/datasheets/XND-6080V%20Datasheet.pdf			
XNV-6080R	Outdoor Fixed Camera 2MP IR	809.37	1	809.37
	https://www.hanwhasecurity.com/media/attachment/file/x/n/xnv-6080r_specifications.pdf			
PNV-9080R	Outdoor 4K Dome	1126.08	1	1,126.08
	https://www.hanwhasecurity.com/wp-content/uploads/attachments/p/n/pnv-9080r_datasheet_pt.pdf			
XNP-6320H	Exterior PTZ Camera	3061.53	1	3,061.53
	https://www.hanwhasecurity.com/product/xnp-6320h/			
SBP-300HM6	Cap for PNV	34.49	1	34.49
SPB-300WM	Wall Mount for Cap	55.60	1	55.60
SPB-300WM1	Wall Mount PTZ	55.60	1	55.60
SBP-329HM	Outdoor Cap for PNM-9080 Series	52.79	1	52.79
SBP-300NB	Mounting Plate for SBP-300WM, SBP-300WM1, SBP-300KM	211.20	1	211.20
PNM-9085RQZ	Outdoor IR MultiSensor Camera (4) 5 MP Cameras 1 Housing	2674.44	1	2,674.44

City of Spokane - Camera Catalog Pricing
Pricing Reflects the Camera Only Price and Does Not Include any
Installation, Termination, Network Certification or Wiring Infrastructure

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
	https://www.hanwhasecurity.com/products/security-cameras/network-cameras/multi-sensor-multi-directional/pnm-9081vq.html		1	
PNM-9084RQZ	Outdoor IR MultiSensor Camera (4) 2 MP Cameras 1 Housing	2027.44	1	2,027.44
	https://www.hanwhasecurity.com/wp-content/uploads/dlm_uploads/2020/12/DataSheet_PNM-9084RQZ1_220323_EN.pdf		1	
	Open Eye Pricing		1	
OE-C7084-AWR	Indoor/Outdoor 4 MP IP Dome	410.83	1	410.83
	https://www.openeye.net/products/cameras/oe-c7084-awr			
OE-C3012T8	Indoor/Outdoor 8 MP IP Dome 4K	510.39	1	510.39
	https://www.openeye.net/products/cameras/oe-c7088-awr			
OE-C8213	Exterior PTZ Camera 3MP IP 30X PTZ	2058.62	1	2,058.62
	https://www.openeye.net/products/cameras/oe-c8103			
OE-C97512	360 Degree 12 MP IP Camera	910.80	1	910.80
	https://www.openeye.net/products/cameras/oe-c97512			
OE-C3011D4	Indoor 3 MP IP Camera	313.05	1	313.05
	https://www.openeye.net/products/cameras/oe-c6413-awr			
OE-CA79PM	Pendant Mount Adapter	25.12	1	25.12
OE-CA97CMS	Short Arm Corner Mount Kit	127.65	1	127.65
	PoE Midspans and Misc Items			
PD3501G/AC	PowerDsine Single Port High POE Midspan	106.26	1	106.26
PD9501G/AC/B	PowerDsine Single Port High PoE+ Midspan	138.35	1	138.35
5G460-5Y	Leviton Igiamax 5E Patch Cord	4.47	1	4.47
ALTV244175UL	Altronix UL Listed Power Supply	157.31	1	157.31
PCS615-MD-B	Self amplified 8" loud speaker - Surface	386.40	1	386.40
PSA802-MD	Self amplified 8" loud speaker - Flush	380.88	1	380.88
3.5mm	25ft 3.5mm audio cable, plenum rated	31.74	1	31.74
N-Tron 305FX-N-ST	Hardened Network Switch Fiber Connection	723.12	1	723.12
N-Tron 105TX	Hardened Network Switch Cat5e Connection	168.29	1	168.29
	ONSSI Video Management Software and License			
OC-ENT-1C	ONSSI Ocularis Enterprise Camera License	200.93	1	200.93
OC-ENT-B	ONSSI Base License	979.80	1	979.80
SC-OC-ENT-B-2Y	ONSSI Base StayCurrent 2 Year	310.50	1	310.50
SC-OC-ENT-1C-2Y	ONSSI Ocularis Camera StayCURRENT 2 Years	60.72	1	60.72
	Sony Pricing			
	Wireless Equipment			
NSM5	5GHZ Nanostation, 802.11, MIMO, airmax, PoE	181.06	1	181.06
Rocket M5	5GHZ airmax base station with omni antenna	386.39	1	386.39
	Custom Video Mounts			
Custom	New Standard Corner Mount (Replaces WM20G, ACA2 and Connection Access Box)	625.31	1	625.31
Custom	4K Single Mount - (1 Camera)	207.00	1	207.00
Custom	Bucket Truck/Lift Rental for Camera Installation	1242.00	1	1,242.00
Custom	Reach Fork for installation of camera poles	2001.00	1	2,001.00

City of Spokane - Camera Catalog Pricing
Pricing Reflects the Camera Only Price and Does Not Include any
Installation, Termination, Network Certification or Wiring Infrastructure

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
Custom	building color) per camera	138.00	1	138.00
Custom	Camera Pole to SPS Specifications - 1" Base Plate	1058.46	1	1,058.46

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	2/15/2023
Clerk's File #	CPR 2023-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	DERREK DANIELS 625-6005
Contact E-Mail	DDANIELS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-CLAIMS-2023

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/14/2023. Total:\$6,876,860.57 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$6,392,361.76

Summary (Background)

Pages 1-31 Check numbers: 593478 - 593625 ACH payment numbers: 114924 - 115235 On file for review in City Clerks Office: 31 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 6,392,361.76		# Various
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	
Division Director	WALLACE, TONYA	Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

APPROVAL FUND SUMMARY

DATE: 04/17/23
TIME: 08:19
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	713,623.63
1100	STREET FUND	19,264.89
1200	CODE ENFORCEMENT FUND	2,660.59
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	66,955.83
1400	PARKS AND RECREATION FUND	340.03
1425	AMERICAN RESCUE PLAN	16,263.44
1460	PARKING METER REVENUE FUND	14,795.56
1620	PUBLIC SAFETY & JUDICIAL GRANT	21,639.10
1640	COMMUNICATIONS BLDG M&O FUND	21,385.89
1910	CRIMINAL JUSTICE ASSISTANCE FD	41,491.76
1970	FIRE/EMS FUND	94,224.31
3200	ARTERIAL STREET FUND	449,889.63
4100	WATER DIVISION	317,381.84
4250	INTEGRATED CAPITAL MANAGEMENT	205,698.78
4300	SEWER FUND	566,288.43
4480	SOLID WASTE FUND	1,168,589.53
4700	DEVELOPMENT SVCS CENTER	7,348.85
5100	FLEET SERVICES FUND	201,866.83
5110	FLEET SVCS EQUIP REPL FUND	2,967.63
5200	PUBLIC WORKS AND UTILITIES	312.88
5300	IT FUND	165,702.94
5310	IT CAPITAL REPLACEMENT FUND	45,487.29
5400	REPROGRAPHICS FUND	7,611.94
5500	PURCHASING & STORES FUND	142.65
5600	ACCOUNTING SERVICES	2,149.32
5700	MY SPOKANE	42.65
5750	OFFICE OF PERFORMANCE MGMT	4,336.87
5800	RISK MANAGEMENT FUND	118,103.72
5810	WORKERS' COMPENSATION FUND	1,670.60
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	708,689.40
5900	FACILITIES MANAGEMENT FUND OPS	17,288.22
5902	PROPERTY ACQUISITION POLICE	34,263.44
5903	PROPERTY ACQUISITION FIRE	9,225.42
6070	FIREFIGHTERS' PENSION FUND	64,444.87
6080	POLICE PENSION FUND	48,243.38
6730	PARKING & BUSINESS IMPROV DIST	138,899.55
6920	CLAIMS CLEARING FUND	46,684.30
	TOTAL:	5,346,475.99

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,391.60		88.52
00593478	STEVEN STEHR		117.90	
00593479	SPOKANE CITY TREASURER		5,731.53	
00593480	SPOKANE PUBLIC LIBRARY IMPRE		2.95	
00593481	STANDARD PLUMBING & HEATING		30,885.17	
00593482	T-MOBILE		57.51	
00593483	WA STATE PATROL		352.00	
00593484	AIRGAS SPECIALTY PRODUCTS IN	31,561.31		
00593485	PORAC LEGAL DEFENSE FUND	315.00		
00593486	AMERICAN ALLOY LLC	486.15		
00593487	AT&T MOBILITY	21,126.88		
00593488	JASON W BENDER	444.00		
00593489	BIG BELLY SOLAR LLC	724.46		
00593490	CASCADE ENGINEERING INC	42,181.47		
00593491	CENTURYLINK	1,537.22		
00593492	COMCAST	64.95		
00593493	WATERCO OF THE PACIFIC NORTH	40.78		
00593494	DISHMAN DODGE INC	758.81		
00593495	SPENCER GARDNER	33.27		
00593496	RICK GIDDINGS	93.00		
00593497	THOR GROVER	136.00		
00593498	ELIJAH HAYWARD	23.42		
00593499	ROTSCHY INC	340.33		
00593500	JACKSON CONTRACTOR GROUP INC	1,117.05		
00593501	BREWS BROTHERS ESPRESSO LOUN	180.00		
00593502	BREAK THROUGH INC	175.24		
00593503	DE ESPANA	539.58		
00593504	HEIDI KINER	12.88		
00593505	O'REILLY AUTOMOTIVE STORES I	394.61		
00593506	POINTE PEST CONTROL	130.80		
00593507	SIGN MAN INC	65.34		
00593508	SIX ROBBLEES INC	780.17		
00593509	SPOKANE FIRE DEPARTMENT	98.25		
00593510	SPOKANE POLICE DEPARTMENT	85.61		
00593511	STRESSCRETE INC	3,998.00		
00593512	T-MOBILE	21.32		
00593513	T-MOBILE	3,155.23		
00593514	US POSTAL SERVICE	1,650.00		
00593515	WATER DEPARTMENT	238.00		
00593516	ALASKA RUBBER GROUP INC	111.98		
00593517	CENTURYLINK	149.73		
00593518	NORFOLK IRON & METAL CO	1,542.60		
00593519	CORRECTIONAL INDUSTRIES	19,825.14		
00593520	WATERCO OF THE PACIFIC NORTH	190.41		
00593521	JIT TRUCK PARTS LLC	178.62		
00593522	RONNIE KIENBAUM	136.00		
00593523	SPRAGUE E 2515 LLC	489.32		
00593524	LARRY MILLER EXCAVATION INC	2,460.18		
00593525	LEVEL 3 FINANCING INC	3,670.61		
00593526	NORTH SPOKANE IRRIGATION	42.01		
00593527	ORKIN	2,029.58		
00593528	ROTO-ROOTER/DIV OF	421.55		
00593529	SAFETY KLEEN CORPORATION	394.06		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593530	SNW TEC LLC	1,861.85		
00593532	T-MOBILE	29.75		
00593533	PRORATE AND FUEL TAX	3,942.57		
00593535	ADAMS TRACTOR CO INC			2,790.09
00593536	ALASKA RUBBER GROUP INC			128.19
00593537	WATERCO OF THE PACIFIC NORTH			86.35
00593538	FLASHPARKING, INC.			292.12
00593539	CSWW INC			125.30
00593540	KELLY CHADWICK			86,860.80
00593541	SPOKANE REGIONAL HEALTH DIST			1,240.00
00593542	SWIRE PACIFIC HOLDINGS, INC			625.80
00593543	TORRE REFUSE & RECYCLING DBA			2,560.00
00593544	WILLIAMS INLAND DISTRIBUTORS			413.15
00593580	CENTURYLINK	605.42		
00593581	WATERCO OF THE PACIFIC NORTH	297.72		
00593582	ROBIN R DEAN	380.00		
00593583	DIRECT AUTOMOTIVE DISTRIBUTI	570.10		
00593584	CHELSEY FAGGIANO	23,342.15		
00593585	DR JAMES SHELBY	10,422.00		
00593586	SPOKANE CITY TREASURER	3,242.53		
00593587	T-MOBILE	96.51		
00593588	T-MOBILE	6.51		
00593589	T-MOBILE	619.75		
00593590	US BANK	478.37		
00593591	WA STATE DEPT OF HEALTH	2,798.00		
00593592	WAXIE SANITARY SUPPLY	1,249.53		
00593593	ABADAN REPROGRAPHICS	11,494.95		
00593594	ADVANCE AUTO PARTS	27.08		
00593595	ASSURANCE FITNESS REPAIR	408.75		
00593596	CENTURYLINK	4,747.76		
00593597	CUSTOM SALT SOLUTIONS LLC	5,127.04		
00593598	CHANDLER FAGGIANO	23,342.15		
00593599	JIT TRUCK PARTS LLC	70.58		
00593600	RABI SATTER	50.00		
00593601	THOMAS PRESSWOOD	3.00		
00593602	JOHN HINKSTON	16.00		
00593603	PBA PROPERTY MANAGEMENT LLC	237.00		
00593604	SHARON CABE	46.75		
00593605	BRETT ALLEY	0.02		
00593606	TIEA BURNETTE	0.11		
00593607	LEXINGTON HOMES - DRH LLC	30,576.00		
00593608	MICHAEL BLANCHARD	10.00		
00593609	BELFOR USA GROUP INC	182.15		
00593610	CHECK FREE PAY	80.00		
00593611	ROTO-ROOTER/DIV OF	512.68		
00593612	SPOKANE REGIONAL CLEAN AIR	102,086.14		
00593613	STONEMAN ELECTRIC SUPPLY	415.69		
00593614	NATIONSERVE	7,139.52		
00593615	2ND CHANCE RANCH RESCUE EDUC			650.00
00593616	BALL HORTICULTURAL CO			637.52
00593617	C SYSTEMS SOFTWARE INC			2,338.06
00593618	CENTURYLINK			45.52
00593619	RICHARD RAY			55.00

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593620	MOLLY PARKER			145.00

00593621	M & L SUPPLY CO INC		672.31
00593622	CSWW INC		76.23
00593623	PARK DEPT IMPREST FUND		42.90
00593624	SPOKANE CITY TREASURER		7,473.30
00593625	SWIRE PACIFIC HOLDINGS, INC		380.42
80114924	UNIVERSAL PROTECTION SERVICE	499.32	
80114925	AVIDEX INDUSTRIES LLC		41,442.96
80114926	AVISTA UTILITIES		824.39
80114927	BLX GROUP LLC	1,000.00	
80114928	DOWNTOWN SPOKANE PARTNERSHIP	162,515.41	
80114929	CAMTEK INC		2,874.88
80114930	CINTAS CORPORATION		38.15
80114931	DATA DIMENSIONS LLC	300.00	
80114932	ALTERNATIVE SERVICE CONCEPTS	27,823.08	
80114933	EXPRESS NAME TAGS & MORE, IN		112.34
80114934	HUMANIX HUMAN RESOURCE		3,572.00
80114935	MATRIX CONSULTING GROUP LTD	26,000.00	
80114936	MICROSOFT CORPORATION		1,224.00
80114937	WORKSPACE DEVELOPMENT LLC		13,919.59
80114938	NATIONAL EMPLOYERS COUNCIL I	500.00	
80114939	REHN & ASSOCIATES	4,324.00	
80114940	SPOKANE COUNTY TREASURER	306,473.66	
80114941	THOMSON WEST	1,183.49	
80114942	TK ELEVATOR CORPORATION		910.78
80114943	ULINE INC		773.64
80114944	VERTICAL OPTIONS LLC	3,819.36	
80114945	VICTOR J GIAMPIETRI II	1,200.00	
80114946	WALKER CONSTRUCTION INC		6,475.11
80114947	GINA COOPER		7.07
80114948	REMELISA CULLITAN		59.47
80114949	THOMAS HERRLINGER		14.41
80114950	LARRY B HUGHES		18.34
80114951	REBEKAH MACE		76.68
80114952	JOSEPH A MOLLOY		18.27
80114953	NEIL, MASON		143.77
80114954	JONATHAN ROSARIO		41.27
80114955	EVA SILVERSTONE		24.93
80114956	ABM JANITORIAL SERVICES SOUT	3,935.34	
80114957	ABSOLUTE DRUG TESTING LLC	9,260.00	
80114958	ACTION MATERIALS	1,278.65	
80114959	ALLIED ENVELOPE	628.01	
80114960	ALS LABORATORY GROUP	130.00	
80114961	ALSCO DIVISION OF ALSCO INC	2,222.12	
80114962	NORTHWEST INDUSTRIAL SERVICE	210.00	
80114963	ARAMARK UNIFORM SERVICES	26.31	
80114964	ATLAS BOILER AND EQUIPMENT C	19,378.02	
80114965	AVISTA UTILITIES	137,667.86	
80114966	BANNER FURNACE & FUEL	101.37	
80114967	CAMTEK INC	5,801.29	
80114968	CDW GOVERNMENT INC	12,728.63	
80114969	CINTAS CORPORATION	489.44	
80114970	CINTAS CORPORATION NO 2	233.89	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80114971	CIVICPLUS, INC	14,163.18		
80114972	CLARK'S CONTAINERS LLC	100.01		
80114973	COLEMAN OIL COMPANY LLC	5,185.69		
80114974	COMCAST	4,725.16		
80114975	CONNELL OIL INC	1,138.90		

80114976	CONSOLIDATED SUPPLY CO	2,180.11
80114977	CONTROL FACTORS - SEATTLE IN	2,430.70
80114978	CONTROL SOLUTIONS NW INC	8,370.19
80114979	COPIERS NORTHWEST INC	223.64
80114980	CORE & MAIN LP	55,078.83
80114981	L N CURTIS & SONS	1,088.67
80114982	DEVRIES INFORMATION MANAGEME	295.78
80114983	DIVINES TOWING/DIV OF	159.03
80114984	GORLEY LOGISTICS LLC	50.74
80114985	FLEET PAINTING INC	19,308.92
80114986	FOUR SEASONS LANDSCAPING INC	4,300.05
80114987	GALLS LLC	5,087.53
80114988	GRAINGER INC	78.00
80114989	HUGHES FIRE EQUIPMENT INC	118.33
80114990	JRM ENTERPRISES INC	3,846.00
80114991	DAWN LOUCKS	50.00
80114992	LUTHERAN COMMUNITY SERVICES	33,197.66
80114993	MANENE LANGUAGE SERVICES LLC	3,192.00
80114994	MUNICIPAL EMERGENCY SERVICES	1,224.62
80114995	NAPA AUTO PARTS	5,099.94
80114996	NORTHSTAR CLEAN CONCEPTS	712.22
80114997	OWEN EQUIPMENT CO	1,246.11
80114998	PACWEST MACHINERY LLC	476.62
80114999	PAPE MACHINERY INC	1,213.36
80115000	POMP'S TIRE SERVICE INC	6,247.52
80115001	ROCKIN' DW CONSTRUCTION INC	19,766.09
80115002	THE SALVATION ARMY	643,250.74
80115003	VIRGINIA M SCUDDER	140.00
80115004	SOLID WASTE SYSTEMS INC	6,620.43
80115005	SPOKANE COUNTY FIRE DIST 10	80,307.65
80115006	SPOKANE HOUSE OF HOSE INC	1,373.07
80115007	BRAD L WHITE	2,011.14
80115008	TRANSPORT EQUIPMENT INC	451.63
80115009	VERIZON WIRELESS	381.21
80115010	VOLCANIC PARTNERS LLC	13,459.32
80115011	VOLUNTEERS OF AMERICA OF	362,252.80
80115012	WENDLE FORD NISSAN ISUZU	1,324.87
80115013	WEST CENTRAL COMMUNITY	7,184.57
80115014	WESTERN STATES EQUIPMENT CO	2,907.54
80115015	JEFFREY A BEDARD	60.00
80115016	JEFF BOLLINGER	44.54
80115017	ROBERT J CHURCHILL	60.00
80115018	RICHARD GALTIERI	241.50
80115019	JEFF C HUMPHREY	132.18
80115020	JASON NECHANICKY	50.00
80115021	TENA RISLEY	60.00
80115022	MOLLY SEVERNS	766.00
80115023	KATIE SHAFFER	688.52

REPORT: PG3640

CITY OF SPOKANE

DATE: 04/17/23

SYSTEM: FMSAP

COUNCIL CHECK RANGE/TOTAL

TIME: 08:20

USER: MANAGER

PAGE: 5

RUN NO: 15

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115024	JAMES H TIEKEN	118.50		
80115025	RUSLAN ZHUK	596.00		
80115026	ACTION MATERIALS	1,150.25		
80115027	ADVANCED UNDERGROUND UTILITY			375.00
80115028	ALCOHOL MONITORING SYSTEMS I	44.12		
80115029	ALSCO DIVISION OF ALSCO INC	1,976.89		
80115030	NORTHWEST INDUSTRIAL SERVICE	986.00		103.40
80115031	ARAMARK UNIFORM SERVICES	50.05		
80115032	AURORA WORLD INC			126.25

80115033	AVISTA UTILITIES	51,469.92	
80115034	BACON CONCRETE INC		34,452.00
80115035	BANK OF NEW YORK MELLON	250.00	
80115036	BATTERY SYSTEMS INC		134.29
80115037	CINTAS CORPORATION	326.63	
80115038	COLEMAN OIL COMPANY LLC	12,812.12	2,816.90
80115039	CONNELL OIL INC	2,757.82	
80115040	CONSOLIDATED SUPPLY CO	49,453.59	
80115041	CONTRACT DESIGN ASSOCIATES I		3,536.88
80115042	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80115043	CORRECT EQUIPMENT INC	4,654.45	
80115044	DEVRIES INFORMATION MANAGEME	42.75	
80115045	DIVINES TOWING/DIV OF	276.86	
80115046	GWP HOLDINGS LLC	728.74	
80115047	DOYLE WHEELER PRODUCTIONS		90.00
80115048	ELECTRIC CITY INC		1,708.78
80115049	ENTERPRISE FM TRUST		10,948.69
80115050	F AND D SUPPLY LLC	4,834.14	
80115051	FEDERAL EXPRESS CORP/DBA FED	15.52	
80115052	FIREPOWER INC		981.00
80115053	FRANCIS AVENUE HARDWARE		3,473.13
80115054	GORDON TRUCK CENTERS INC DBA	287,234.76	
80115055	GSI ENVIRONMENTAL INC	11,737.50	
80115056	ARCHBRIGHT INC	13,580.00	
80115057	MARUBENI AMERICA CORPORATION		1,329.50
80115058	HORIZON DISTRIBUTORS		16,949.11
80115059	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80115060	HOTSY OF SPOKANE LLC	5,724.87	
80115061	ICLEI USA - LOCAL	2,250.00	
80115062	INLAND ENVIRONMENTAL RESOURC	14,564.26	
80115063	HOME DEPOT USA INC		62.35
80115064	IRRIGATION TECHNOLOGIES INC		3,100.00
80115065	JOHNSON CONTROLS FIRE	7,646.73	
80115066	KEMIRA WATER SOLUTIONS INC	111,598.56	
80115067	KENWORTH SALES COMPANY	482.18	
80115068	KEPRO ACQUISTIONS LLC	562.50	
80115069	KERSHAW INC	1,458.21	
80115070	LAKESIDE INDUSTRIES	4,927.89	
80115071	LANGUAGE LINE SERVICES	60.54	
80115072	LIFEWISE ASSURANCE CO	33,067.54	
80115073	LINN MACHINE & MFG	3,742.33	
80115074	MARTIN LUTHER KING JR FAMILY	22,012.50	3,483.33
80115075	MCGARD LLC	36,035.40	
80115076	MCKINSTRY CO LLC	1,576.13	1,953.86

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115077	MICHAEL TERRELL LANDSCAPE			4,100.63
80115078	MID CITY CONCERNS INC			1,543.75
80115079	MIDLAND SCIENTIFIC INC	2,568.63		
80115080	MODERN MACHINERY CO INC	7,772.36		
80115081	MOSS GREEN INC			3,273.53
80115082	NEPTUNE TECHNOLOGY GROUP INC	3,975.26		
80115083	NORCO INC	1,972.70		3.38
80115084	NORTHEAST YOUTH CENTER			11,628.17
80115085	NORTHSTAR CHEMICAL INC	3,664.91		
80115086	OLIN CORPORATION	14,170.98		
80115087	OXARC INC	853.64		
80115088	PACIFIC PETROLEUM & SUPPLY	2,257.61		
80115089	PERFORMANCE SYSTEMS			1,997.46

80115090	PETE LIEN & SONS INC	11,540.05	
80115091	PITNEY BOWES RESERVE ACCOUNT	120,000.00	
80115092	PLANET TURF		6,207.14
80115093	PREMERA BLUE CROSS OR	577,450.19	
80115094	PROJECT JOY		2,580.83
80115095	REZATEC GLOBAL INC	10,000.00	
80115096	SHERWIN WILLIAMS CO		2,044.43
80115097	SHI CORP	13,425.01	
80115098	SIMPLOT PARTNERS		894.05
80115099	SITEONE LANDSCAPE SUPPLY LLC	556.07	1,851.68
80115100	SOLID WASTE SYSTEMS INC	19,911.70	
80115101	SOUTHSIDE SENIOR & COMMUNITY		7,736.84
80115102	SPOKANE COUNTY TREASURER	1,951.43	
80115103	SPOKANE TRANSIT AUTHORITY	17,800.00	
80115104	BIG BENS PROPERTY MAINTENANC		10,680.12
80115105	COWLES PUBLISHING COMPANY	810.25	
80115106	STARPLEX CORP	2,019.60	
80115107	THE HUNTINGTON NATIONAL BANK		4,081.68
80115108	TPC HOLDING INC		11,289.90
80115109	VERIZON WIRELESS	11,555.01	
80115110	WA STATE DEPT OF ECOLOGY	190.19	
80115111	WASHINGTON EQUIPMENT	207.03	
80115112	WEST CENTRAL COMMUNITY		6,056.25
80115113	WEST PLAINS AIRPORT AREA	5,558.62	
80115114	WESTERN EQUIPMENT DISTRIBUTO		5,087.29
80115115	WSF LLC	1,371.37	
80115116	WILBUR ELLIS COMPANY		2,889.85
80115117	WILDROSE LTD dba		239.69
80115118	JAMES GEORGE	141.48	
80115119	NIKKI HANSHAW	56.20	
80115120	MARK POIRIER		103.76
80115121	INLAND NW AGC APPRENTICESHIP	9,210.08	
80115122	AVISTA UTILITIES	42,097.34	
80115123	BATTERY SYSTEMS INC	969.60	
80115124	BAUER COMPRESSORS	26.28	
80115125	BEACON SERVICE INC	1,540.17	
80115126	BUCK'S TIRE & AUTOMOTIVE	130.80	
80115127	CINTAS CORPORATION	8,197.15	
80115128	COLEMAN OIL COMPANY LLC	11,261.68	
80115129	CONNELL OIL INC	3,150.31	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115130	DELL MARKETING LP	10,540.58		
80115131	DEVRIES INFORMATION MANAGEME	145.35		
80115132	JIM'S TRANSFER INC DBA DEVRI	278.25		
80115133	GWP HOLDINGS LLC	526,763.25		
80115134	DOWL LLC	66,416.10		
80115135	ELECTRONIC DATA COLLECTION	13,433.43		
80115136	ELJAY OIL CO INC	3,544.14		
80115137	ENTERPRISE FM TRUST	10,800.64		
80115138	ENVIRO-CLEAN EQUIPMENT INC	595.85		
80115139	EUROFINS ENVIRONMENT TESTING	2,627.00		
80115140	FASTENAL CO	4,769.08		
80115141	GORLEY LOGISTICS LLC	7.25		
80115142	FIREPOWER INC	1,079.14		
80115143	FROSTY ICE/DIV OF R PLUM COR	70.85		
80115144	GALLS LLC	242.19		
80115145	GEO ENGINEERS INC	2,389.25		
80115146	GORDON TRUCK CENTERS INC DBA	3,816.40		

80115147	H D FOWLER COMPANY	42,502.71	
80115148	HELFRICH BROTHERS BOILER WOR	431,440.53	
80115149	HUGHES FIRE EQUIPMENT INC	174.86	
80115150	INTEGRUS ARCHITECTURE	7,053.36	
80115151	KENWORTH SALES COMPANY	309.44	
80115152	LANGUAGE LINE SERVICES	81.40	
80115153	MOTION AUTO SUPPLY	1,355.90	
80115154	NAPA AUTO PARTS	1,195.00	
80115155	NORCO INC	740.70	
80115156	NOVUS AUTO GLASS	65.35	
80115157	OFFICE OF STATE AUDITOR	1,984.00	
80115158	POMP'S TIRE SERVICE INC	346.27	
80115159	RIVER PARK SQUARE LLC	200.00	
80115160	SAFEBUILT WASHINGTON LLC	250.00	
80115161	SPOKANE REGIONAL DOMESTIC	21,639.10	
80115162	SUMMIT LAW GROUP PLLC	25,135.61	
80115163	THOMAS DEAN & HOSKINS INC	147,046.78	
80115164	US BANK OR CITY TREASURER	84,340.00	
80115165	VERIZON WIRELESS	4,479.59	
80115166	WASTE MANAGEMENT OF WA DBA	2,512.55	
80115167	WEST CENTRAL COMMUNITY	479.79	
80115168	WCP SOLUTIONS	739.55	
80115169	WESTERN SYSTEMS INC	46,681.05	
80115170	AM HARDWARE CO	5,369.34	
80115171	NORTHWEST INDUSTRIAL SERVICE	420.00	
80115172	ARAMARK UNIFORM SERVICES	51.35	
80115173	AVISTA UTILITIES	19,144.55	
80115174	A-L COMPRESSED GASES		178.22
80115175	BATTERY SYSTEMS INC	911.14	
80115176	BUDINGER & ASSOCIATES INC	2,117.07	
80115177	CPM DEVELOPMENT CORP DBA	1,151.88	
80115178	CINTAS CORPORATION	939.65	
80115179	COLEMAN OIL COMPANY LLC	37,644.37	2,418.11
80115180	CONNELL OIL INC	2,313.82	
80115181	STEVE CONNER		8,711.64
80115182	COPIERS NORTHWEST INC	7,554.59	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115183	CORRIDOR CONTRACTORS LLC	414,660.38		
80115184	CREEK AT QUALCHAN GOLF COURS			12,028.07
80115185	CUMMINS NORTHWEST LLC	6,197.12		
80115186	DELL MARKETING LP	38,300.86		7,649.74
80115187	DELTA DENTAL OF WASHINGTON	48,261.81		
80115188	DEVRIES INFORMATION MANAGEME	15.38		
80115189	DEXON COMPUTER INC			346.00
80115190	GWP HOLDINGS LLC	16,206.67		
80115191	ERGON ASPHALT & EMULSIONS IN	4,729.41		
80115192	EVERGREEN STATE TOWING LLC	1,718.44		
80115193	FASTENAL CO	760.70		
80115194	FEDERAL EXPRESS CORP/DBA FED	41.84		
80115195	FLEET PAINTING INC	490.50		
80115196	GARDEN GATE NURSERY LLC			12,229.80
80115197	GORDON TRUCK CENTERS INC DBA	4,323.30		
80115198	GRAINGER INC	148.34		
80115199	MARUBENI AMERICA CORPORATION			2,079.63
80115200	HORIZON DISTRIBUTORS			258.74
80115201	INFINITE INNOVATIONS LLC	4,336.87		
80115202	INLAND POWER & LIGHT CO			108.91
80115203	K & L GATES LLP	15,367.50		

80115204	KAISER FOUNDATION HEALTH PLA	147,443.36	
80115205	KERSHAW'S INC	594.38	
80115206	MCCOY POWER CONSULTANTS INC	7,400.00	
80115207	MCKINSTRY CO LLC	234.35	
80115208	KAREN R MOBLEY	1,633.91	
80115209	LEGEND INVSTMENTS CORP	1,633.50	
80115210	PACIFIC GOLF TURF LLC		2,978.02
80115211	PARAMETRIX INC	9,433.75	
80115212	PLANET TURF		3,232.14
80115213	PRO MECHANICAL SERVICES INC	2,918.39	
80115214	RIPPLINGER ENGINEERING	3,484.00	
80115215	DRI STICK DECAL CORP	1,579.80	
80115216	SANDBAGGERS CLUB LLC		8,455.10
80115217	SHERWIN WILLIAMS CO		408.23
80115218	SHI CORP	112.31	
80115219	SIMPLIFILE LC	2,328.45	
80115220	SITEONE LANDSCAPE SUPPLY LLC		1,040.42
80115221	SMITH WESTERN CO		2,334.77
80115222	HESTON HARDWARE		93.66
80115223	SPOKANE COUNTY TREASURER	41,645.14	91.10
80115224	SPOKANE INT'L AIRPORT	267.59	
80115225	COWLES PUBLISHING COMPANY	117.40	
80115226	T & T GOLF MANAGEMENT INC		567.56
80115227	ULINE INC		19,522.30
80115228	US BANK OR CITY TREASURER	5,940.64	
80115229	VERIZON WIRELESS	2,314.07	
80115230	VIP PRODUCTION NORTHWEST INC		119.90
80115231	WASHINGTON EQUIPMENT	22,750.39	
80115232	WESTERN EQUIPMENT DISTRIBUTO		1,216.52
80115233	WILBUR ELLIS COMPANY		1,304.32
80115234	WILDROSE LTD dba		430.55
80115235	CARL D STRONG		55.61

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/17/23
TIME: 08:20
PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
-----	-----	-----	-----	-----
		6,392,361.76	109,719.11	374,779.70
				=====
			CITYWIDE TOTAL:	6,876,860.57

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 15

DATE: 04/17/23
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80114928	25,000.00
MATRIX CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80114935	26,000.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80115005	80,307.65
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80114940	61,051.66
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00593612	102,086.14
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80115162	25,135.61
TOTAL FOR 0020 - NONDEPARTMENTAL		319,581.06

0100 - GENERAL FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80114957	8,320.00
LARRY MILLER EXCAVATION INC 4455 WILLIAMSON RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00593524	2,460.18
LEXINGTON HOMES - DRH LLC 1050 N ARGONNE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00593607	30,576.00
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80115224	267.59
SPOKANE TRANSIT AUTHORITY	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80115103	17,800.00
TOTAL FOR 0100 - GENERAL FUND		59,423.77

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115182	226.73
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115131	8.55
TOTAL FOR 0230 - CIVIL SERVICE		235.28

0300 - HUMAN SERVICES

HONORABLE MAYOR AND COUNCIL MEMBERS		04/17/23 PAGE 3
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	85.30

TOTAL FOR 0300 - HUMAN SERVICES

85.30

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

DELL MARKETING LP COMPUTERS
%DELL USA LP ACH PMT NO. - 80115130 398.40

JEFF BOLLINGER LOCAL MILEAGE
 ACH PMT NO. - 80115016 44.54

JEFF C HUMPHREY LOCAL MILEAGE
 ACH PMT NO. - 80115019 132.18

VERIZON WIRELESS CELL PHONE
 ACH PMT NO. - 80115229 333.28

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

908.40

0350 - COMMUNITY CENTERS

MARTIN LUTHER KING JR FAMILY CONTRACTUAL SERVICES
OUTREACH CENTER ACH PMT NO. - 80115074 22,012.50

TOTAL FOR 0350 - COMMUNITY CENTERS

22,012.50

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80115031 38.98

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
 ACH PMT NO. - 80114965 530.55

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
 ACH PMT NO. - 80114979 133.68

ENTERPRISE FM TRUST OPERATING RENTALS/LEASES
ATTN: CUSTOMER BILLING ACH PMT NO. - 80115137 2,231.63

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE
 ACH PMT NO. - 80115051 15.52

FIREPOWER INC ALARM/SECURITY SERVICES
 ACH PMT NO. - 80115142 130.80

RIVER PARK SQUARE LLC PARKING/TOLLS (LOCAL)
 ACH PMT NO. - 80115159 200.00

T-MOBILE CELL PHONE
 CHECK NO. - 00593587 13.02

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE IT/DATA SERVICES
 CHECK NO. - 00593587 83.49

TOTAL FOR 0370 - ENGINEERING SERVICES

3,377.67

0410 - FINANCE

BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80115035	250.00
BLX GROUP LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80114927	1,000.00
COMCAST	MOBILE BROADBAND ACH PMT NO. - 80114974	174.70
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80115130	437.83
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	222.89
TOTAL FOR 0410 - FINANCE		2,085.42

0450 - NEIGHBHD HOUSING HUMAN SVCS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115229	85.30
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		85.30

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80115105	125.25
TOTAL FOR 0470 - HISTORIC PRESERVATION		125.25

0480 - OFFICE OF CIVIL RIGHTS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115229	42.65
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		42.65

0500 - LEGAL

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115031	30.56
--	---	-------

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114965	599.38
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80114965	458.91
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80115186	1,834.67
HEIDI KINER 1423 S CEDAR ST	WITNESS FEES CHECK NO. - 00593504	12.88

KEPRO ACQUISITIONS LLC	PROFESSIONAL SERVICES	
KEPRO LOCKBOX	ACH PMT NO. - 80115068	562.50
ROBIN R DEAN	LEGAL SERVICES	
	CHECK NO. - 00593582	380.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115229	85.30

TOTAL FOR 0500 - LEGAL		3,964.20
------------------------	--	----------

0520 - MAYOR

COPIERS NORTHWEST INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80115182	140.81
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115131	8.55
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80115194	17.71
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115229	255.90

TOTAL FOR 0520 - MAYOR		422.97
------------------------	--	--------

0550 - NEIGHBORHOOD SERVICES

KERSHAW INC	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80115205	922.85
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115109	170.60

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,093.45
--	--	----------

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00593492	64.95

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80115131	68.40
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80114940	202,475.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80114924	499.32
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES	
	CHECK NO. - 00593590	478.37
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115165	554.50

TOTAL FOR 0560 - MUNICIPAL COURT

204,140.54

0620 - HUMAN RESOURCES

CORRECTIONAL INDUSTRIES OFFICE FURNITURE (NON CAPITAL)
ACCOUNTING CHECK NO. - 00593519 19,825.14

DELL MARKETING LP MINOR EQUIPMENT
%DELL USA LP ACH PMT NO. - 80115186 318.97

VERIZON WIRELESS CELL PHONE
 ACH PMT NO. - 80115109 217.38

TOTAL FOR 0620 - HUMAN RESOURCES

20,361.49

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY ADVERTISING
DBA THE SPOKESMAN-REVIEW ACH PMT NO. - 80115105 685.00

SIMPLIFILE LC LEGAL SERVICES
 ACH PMT NO. - 80115219 633.85

SPENCER GARDNER LOCAL MILEAGE
 CHECK NO. - 00593495 33.27

VERIZON WIRELESS CELL PHONE
 ACH PMT NO. - 80115109 85.09

TOTAL FOR 0650 - PLANNING SERVICES

1,437.21

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH LAUNDRY/JANITORIAL SERVICES
SOUTH CENTRAL INC dba ACH PMT NO. - 80114956 3,935.34

ALLIED ENVELOPE PRINTING/BINDING/REPRO
 ACH PMT NO. - 80114959 462.64

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BEACON SERVICE INC LAUNDRY/JANITORIAL SERVICES
 ACH PMT NO. - 80115125 1,540.17

CDW GOVERNMENT INC OFFICE SUPPLIES
 ACH PMT NO. - 80114968 2,075.47

CENTURYLINK ALARM/SECURITY SERVICES
 CHECK NO. - 00593491 188.01

CENTURYLINK TELEPHONE
 CHECK NO. - 00593491 409.57

COMCAST IT/DATA SERVICES
 ACH PMT NO. - 80114974 2,905.35

ELIJAH HAYWARD OTHER TRANSPORTATION EXPENSES
 CHECK NO. - 00593498 23.42

EVERGREEN STATE TOWING LLC TOWING EXPENSE

DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80115192	1,718.44
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80114986	3,362.65
FOUR SEASONS LANDSCAPING INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80114986	937.40
GALLS LLC	CLOTHING ACH PMT NO. - 80115144	1,507.99
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80114987	3,819.80
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80114988	78.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80115152	81.40
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00593485	315.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00593510	85.61
T-MOBILE	CELL PHONE CHECK NO. - 00593513	926.50
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00593513	2,250.05
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115009	341.20
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80115009	40.01
VOLCANIC PARTNERS LLC DBA VOLCANIC BIKES	OPERATING SUPPLIES ACH PMT NO. - 80115010	159.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	14.31
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115167	479.79
TOTAL FOR 0680 - POLICE		----- 27,657.12

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80114957	940.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115131	17.10
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	MISC SERVICES/CHARGES ACH PMT NO. - 80115132	278.25
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80115071	60.54

SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80114940	42,947.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115165	85.30
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		44,328.19

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80114963	6.82
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80114965	599.38
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80114965	458.92
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80115141	7.25
THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80114941	1,183.49
TOTAL FOR 0700 - PUBLIC DEFENDER		2,255.86

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80115173	2,098.41

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00593596	140.71
COWLES PUBLISHING COMPANY	CONTRACTUAL SERVICES	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80115225	117.40
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80115177	1,151.88
CUSTOM SALT SOLUTIONS LLC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00593597	5,127.04
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115191	4,729.41
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80115193	760.70
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80115142	359.72
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80115171	420.00
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES	
	ACH PMT NO. - 80115223	1.80

STRESSCRETE INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593511	3,998.00
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	359.82
TOTAL FOR 1100 - STREET FUND		19,264.89

1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114972	100.01
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115044	25.65
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80115137	1,878.77
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	615.38
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00593493	40.78
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,660.59

1360 - MISCELLANEOUS GRANTS FUND

HONORABLE MAYOR 04/17/23
AND COUNCIL MEMBERS PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80114957	8,320.00-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80114957	8,320.00
SPOKANE TRANSIT AUTHORITY	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80115103	17,800.00-
SPOKANE TRANSIT AUTHORITY	OPERATING SUPPLIES ACH PMT NO. - 80115103	17,800.00
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115033	186.85
BRETT ALLEY 3353 W WOODSIDE AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593605	0.02
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80115134	66,416.10
JOHN HINKSTON 11291 N BRUSS RD	PHOTO RED FINES CHECK NO. - 00593602	16.00
PBA PROPERTY MANAGEMENT LLC	SCHOOL ZONE SPEED CAMERA FINE	

10019 E KNOX AVE	CHECK NO. - 00593603	237.00
RABI SATTER 7662 159TH PL NE	PHOTO RED FINES CHECK NO. - 00593600	50.00
SHARON CABE 901 E HOLYOKE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593604	46.75
THOMAS PRESSWOOD 4112 E CENTER RD	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593601	3.00
TIEA BURNETTE 6616 N ADDISON ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593606	0.11

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 66,955.83

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80114974	340.03
---------	--	--------

TOTAL FOR 1400 - PARKS AND RECREATION FUND 340.03

1425 - AMERICAN RESCUE PLAN

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND NW AGC APPRENTICESHIP TRAINING TRUST	CONTRACTUAL SERVICES ACH PMT NO. - 80115121	9,210.08
INTEGRUS ARCHITECTURE	CONTRACTUAL SERVICES ACH PMT NO. - 80115150	7,053.36

TOTAL FOR 1425 - AMERICAN RESCUE PLAN 16,263.44

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114979	89.96
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80115135	391.16
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80115135	441.60
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80115135	12,600.67
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80115142	245.26
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	746.84
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80115109	280.07

TOTAL FOR 1460 - PARKING METER REVENUE FUND 14,795.56

1620 - PUBLIC SAFETY & JUDICIAL GRANT

SPOKANE REGIONAL DOMESTIC VIOLENCE COALITION	CONTRACTUAL SERVICES ACH PMT NO. - 80115161	21,639.10
---	--	-----------

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		21,639.10
---	--	-----------

1640 - COMMUNICATIONS BLDG M&O FUND

AM HARDWARE CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115170	1,346.15
AM HARDWARE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115170	4,023.19
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115122	8,312.66
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115122	1,538.90

HONORABLE MAYOR AND COUNCIL MEMBERS	04/17/23 PAGE 12
--	---------------------

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80114978	4,185.09
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00593586	1,979.90

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		21,385.89
---	--	-----------

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80115028	44.12
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80114990	3,846.00
MANENE LANGUAGE SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80114993	3,192.00
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80115223	34,269.64
VIRGINIA M SCUDDER	INTERPRETER COSTS ACH PMT NO. - 80115003	140.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		41,491.76
---	--	-----------

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSICO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114961	68.23
AT&T MOBILITY	CELL PHONE CHECK NO. - 00593487	6,240.87

AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00593487	5,660.59
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115122	15,129.23
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115122	17,116.55
BAUER COMPRESSORS SAN FRANCISCO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115124	26.28
CENTURYLINK	TELEPHONE CHECK NO. - 00593580	900.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115128	11,261.68
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80114974	461.29

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115129	2,019.83
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80114978	4,185.10
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115131	8.55
DISHMAN DODGE INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593494	758.81
DIVINES TOWING/DIV OF DIVINE CORP	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114983	159.03
FLEET PAINTING INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80114985	19,308.92
GALLS LLC	CLOTHING ACH PMT NO. - 80115144	1.93
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115146	59.99
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80114984	50.74
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115149	293.19
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80114981	890.29
L N CURTIS & SONS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114981	198.38
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115207	234.35
MUNICIPAL EMERGENCY SERVICES INC	MINOR EQUIPMENT ACH PMT NO. - 80114994	1,224.62
NAPA AUTO PARTS	MINOR EQUIPMENT	

GENUINE PARTS CO	ACH PMT NO. - 80115154	14.75
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115154	1,180.25
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80115155	619.70
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80115155	121.00
NORTHSTAR CLEAN CONCEPTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114996	429.84
NORTHSTAR CLEAN CONCEPTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114996	282.38

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00593506	130.80
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115158	182.77
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80115158	163.50
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115213	1,629.55
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115213	1,288.84
RICHARD GALTIERI	PER DIEM ACH PMT NO. - 80115018	241.50
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00593586	1,262.63
SPOKANE FIRE DEPARTMENT IMPREST FUND	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00593509	4.24
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00593509	8.16
SPOKANE FIRE DEPARTMENT IMPREST FUND	PUBLICATIONS CHECK NO. - 00593509	78.99
SPOKANE FIRE DEPARTMENT IMPREST FUND	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593509	6.86
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80115165	320.10

TOTAL FOR 1970 - FIRE/EMS FUND -----
94,224.31

3200 - ARTERIAL STREET FUND

CORRIDOR CONTRACTORS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115183	246,537.86
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115211	9,433.75

THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115163	147,046.78
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115110	190.19
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115169	46,681.05
TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 449,889.63

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114958	1,278.65
ARCHBRIGHT INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80115056	13,580.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114965	76,398.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80114965	9,178.64
CENTURYLINK	TELEPHONE CHECK NO. - 00593517	103.72
CHECK FREE PAY WALK IN PAYMENTS	REFUNDS CHECK NO. - 00593610	80.00
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115037	816.07
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80115040	34,602.52
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80114980	55,078.83
CORRECT EQUIPMENT INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115043	4,654.45
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80115137	1,240.61
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115140	3,034.13
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80115147	42,502.71
JACKSON CONTRACTOR GROUP INC PO BOX 967	REFUNDS CHECK NO. - 00593500	617.05
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115070	4,927.89
MCGARD LLC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80115075	36,035.40
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT	

	ACH PMT NO. - 80115082	3,975.26
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115083	18.86
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593518	1,542.60

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80115087	853.64
REZATEC GLOBAL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115095	10,000.00
ROTSCHY INC 7408 NE 113TH CIRCLE	REFUNDS CHECK NO. - 00593499	340.33
SITEONE LANDSCAPE SUPPLY LLC	MINOR EQUIPMENT ACH PMT NO. - 80115099	99.82
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115099	456.25
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80115102	1,887.76
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	5,037.90
WA STATE DEPT OF REVENUE	INVENTORY PURCHASES FOR WATER -	3,243.19
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00593515	238.00
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80115113	5,558.62
TOTAL FOR 4100 - WATER DIVISION		317,381.84

4250 - INTEGRATED CAPITAL MANAGEMENT

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00593593	11,494.95
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115176	2,117.07
CONSOLIDATED SUPPLY CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115040	17,031.18
CORRIDOR CONTRACTORS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115183	168,122.52
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115145	2,389.25
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115209	1,633.50
SHI CORP	SOFTWARE (NONCAPITALIZED)	

	ACH PMT NO. - 80115218	112.31
WA STATE DEPT OF HEALTH	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00593591	2,798.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	205,698.78
--	-------	------------

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115026	1,150.25
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115029	988.45
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115033	87.22
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115033	180.38
CENTURYLINK	TELEPHONE CHECK NO. - 00593491	330.88
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115038	12,812.12
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80115044	17.10
F AND D SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80115050	4,834.14
JAMES GEORGE	LOCAL MILEAGE ACH PMT NO. - 80115118	141.48
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115030	330.00
PACIFIC PETROLEUM & SUPPLY PACIFIC PETROLEUM DIST INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115088	2,257.61
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80115223	7,437.37
THOR GROVER	PERMITS/OTHER FEES CHECK NO. - 00593497	136.00
T-MOBILE	CELL PHONE CHECK NO. - 00593589	590.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	2,579.25
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	435.07
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115115	1,371.37

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	35,678.69
---	-------	-----------

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80114960	130.00
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80114965	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114965	18,623.60
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80114965	29,988.16
CDW GOVERNMENT INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114968	10,641.49
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80114970	194.02
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114973	5,185.69
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115182	364.48
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80115130	192.59
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80115139	2,627.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115194	8.84
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES ACH PMT NO. - 80115143	70.85
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	HEAVY DUTY WORK EQUIPMENT ACH PMT NO. - 80115054	286,165.28
GSI ENVIRONMENTAL INC	PROFESSIONAL SERVICES ACH PMT NO. - 80115055	11,737.50
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115062	14,564.26
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115065	7,646.73
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115066	111,598.56
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115076	1,576.13
MIDLAND SCIENTIFIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115079	2,568.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115083	1,604.76
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80114962	210.00
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115086	14,170.98
T-MOBILE	CELL PHONE CHECK NO. - 00593589	36.26
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115165	1,365.52
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80115165	1,827.00
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80115166	2,512.55
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		526,076.29

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115029	988.44
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114965	365.97
CENTURYLINK	TELEPHONE CHECK NO. - 00593491	268.17
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00593526	42.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	291.69
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80115165	199.22
TOTAL FOR 4330 - STORMWATER		2,155.50

4360 - ENVIRONMENTAL PROGRAMS

ICLEI USA - LOCAL GOVERNMENTS FOR SUSTAINABILITY	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115061	2,250.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115165	127.95
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		2,377.95

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

JACKSON CONTRACTOR GROUP INC	REFUNDS	
PO BOX 967	CHECK NO. - 00593500	500.00

TOTAL FOR 4480 - SOLID WASTE FUND	500.00
-----------------------------------	--------

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00593484	31,561.31
AMERICAN ALLOY LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593486	486.15
ATLAS BOILER AND EQUIPMENT CO DBA NBI	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114964	19,378.02
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115173	17,046.14
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80114966	101.37
CONTROL FACTORS - SEATTLE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114977	2,430.70
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80115136	1,108.44
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115136	1,753.47
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115140	275.59
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115140	292.38
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115140	1,006.97
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115194	5.09
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115148	431,440.53
K & L GATES LLP	PROFESSIONAL SERVICES ACH PMT NO. - 80115203	15,367.50
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115073	3,742.33
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80115206	7,400.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115083	157.46
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115085	3,664.91

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115030	656.00
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115090	11,540.05
RIPPLINGER ENGINEERING LABORATORIES	PROFESSIONAL SERVICES ACH PMT NO. - 80115214	3,484.00
SAFETY KLEEN CORPORATION	OPERATING SUPPLIES CHECK NO. - 00593529	394.06
SNW TEC LLC DBA SWAGELOCK NW/ALASKA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593530	1,861.85
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	591.38
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115231	22,957.42
WATERCO OF THE PACIFIC NORTH WEST, INC	CONTRACTUAL SERVICES CHECK NO. - 00593520	190.41
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		578,893.53

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114961	2,153.89
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115033	1,999.15
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115033	4,677.68
BIG BELLY SOLAR LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593489	724.46
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00593490	42,181.47
CENTURYLINK	TELEPHONE CHECK NO. - 00593491	46.01
CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80114970	39.87
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115131	17.10

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DRI STICK DECAL CORP DBA RYDIN DECAL	PRINTING/BINDING/REPRO ACH PMT NO. - 80115215	1,579.80
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115140	160.01
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLES ACH PMT NO. - 80115133	525,724.58

HOTSY OF SPOKANE LLC	OPERATING SUPPLIES ACH PMT NO. - 80115060	5,724.87
JAMES H TIEKEN	PER DIEM ACH PMT NO. - 80115024	118.50
JASON W BENDER	PERMITS/OTHER FEES CHECK NO. - 00593488	444.00
KERSHAW'S INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80115205	922.85
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	142.18
TOTAL FOR 4500 - SOLID WASTE COLLECTION		586,656.42

4530 - SOLID WASTE LANDFILLS

CENTURYLINK	TELEPHONE CHECK NO. - 00593517	46.01
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80114974	199.65
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115083	191.62
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80115106	2,019.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	82.70
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,539.58

4700 - DEVELOPMENT SVCS CENTER

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80114959	165.37
BELFOR USA GROUP INC 185 OAKLAND AVENUE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593609	182.15
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80115137	2,482.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JEFFREY A BEDARD	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80115015	60.00
KATIE SHAFFER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115023	382.52
KATIE SHAFFER	PER DIEM ACH PMT NO. - 80115023	306.00
KERSHAW'S INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80115069	206.89
MICHAEL BLANCHARD	PERMIT REFUNDS PAYABLE	

BLANCHARD BUILDING SLTN LLC	CHECK NO. - 00593608	10.00
MOLLY SEVERNS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115022	460.00
MOLLY SEVERNS	PER DIEM ACH PMT NO. - 80115022	306.00
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80115017	60.00
RUSLAN ZHUK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115025	290.00
RUSLAN ZHUK	PER DIEM ACH PMT NO. - 80115025	306.00
SAFEBUILT WASHINGTON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80115160	250.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80115219	1,694.60
TENA RISLEY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80115021	60.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115109	127.32
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		7,348.85

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593594	27.08
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593516	111.98
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80115033	36,339.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115033	7,411.91

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115033	587.13
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115175	1,880.74
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115007	2,011.14
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115126	130.80
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115178	9,136.80
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115179	37,644.37

CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80115180	7,341.02
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115185	6,197.12
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593583	570.10
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80115045	276.86
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115136	682.23
ENVIRO-CLEAN EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115138	595.85
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80115142	343.36
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115195	490.50
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115197	2,428.33
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115197	6,720.86
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115198	148.34
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115190	14,134.57
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115190	3,839.51
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593599	249.20

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115151	791.62
MODERN MACHINERY CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115080	7,772.36
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115153	1,355.90
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114995	5,099.94
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115156	65.35
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114997	1,246.11
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	MINOR EQUIPMENT CHECK NO. - 00593505	52.31

O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593505	342.30
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114998	476.62
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114999	1,213.36
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115000	4,094.82
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115000	2,152.70
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00593533	3,942.57
RICK GIDDINGS	PER DIEM CHECK NO. - 00593496	93.00
RONNIE KIENBAUM	PERMITS/OTHER FEES CHECK NO. - 00593522	136.00
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593507	65.34
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593508	780.17
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115100	19,911.70
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115004	6,620.43
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115006	1,373.07

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115008	451.63
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00593581	297.72
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115012	1,324.87
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115014	2,907.54

TOTAL FOR 5100 - FLEET SERVICES FUND -----
201,866.83

5110 - FLEET SVCS EQUIP REPL FUND

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80115137	2,967.63
---	--	----------

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND -----
2,967.63

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115131	312.88
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		312.88

5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80115172	1.53
CAMTEK INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80114967	5,801.29
CDW GOVERNMENT INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80114968	11.67
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00593596	4,607.05
CIVICPLUS, INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80114971	14,163.18
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80114974	644.14
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80115130	171.69
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115188	15.38

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LEVEL 3 FINANCING INC	TELEPHONE	
DBA LEVEL 3 COMMUNICATIONS LLC	CHECK NO. - 00593525	3,670.61
PITNEY BOWES RESERVE ACCOUNT	PREPAID POSTAGE	
POSTAGE BY PHONE RESERVE ACCT	ACH PMT NO. - 80115091	120,000.00
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80115097	5,189.51
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80115097	8,235.50
T-MOBILE	IT/DATA SERVICES	
	CHECK NO. - 00593532	29.75
US POSTAL SERVICE	OPERATING RENTALS/LEASES	
C/O APS INC	CHECK NO. - 00593514	1,650.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115229	1,511.64
TOTAL FOR 5300 - IT FUND		165,702.94

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80115186	45,487.29

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND 45,487.29

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80115172 49.82

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80115182 6,822.57

WCP SOLUTIONS OPERATING SUPPLIES
ACH PMT NO. - 80115168 739.55

TOTAL FOR 5400 - REPROGRAPHICS FUND 7,611.94

5500 - PURCHASING & STORES FUND

DAWN LOUCKS OTH DUES/SUBSCRIPTNS/MEMBERSHP
ACH PMT NO. - 80114991 50.00

JASON NECHANICKY OTH DUES/SUBSCRIPTNS/MEMBERSHP
ACH PMT NO. - 80115020 50.00

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80115109 42.65

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5500 - PURCHASING & STORES FUND 142.65

5600 - ACCOUNTING SERVICES

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80115157 1,984.00

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80115109 85.30

VERIZON WIRELESS IT/DATA SERVICES
ACH PMT NO. - 80115109 80.02

TOTAL FOR 5600 - ACCOUNTING SERVICES 2,149.32

5700 - MY SPOKANE

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80115109 42.65

TOTAL FOR 5700 - MY SPOKANE 42.65

5750 - OFFICE OF PERFORMANCE MGMT

INFINITE INNOVATIONS LLC CONTRACTUAL SERVICES
ACH PMT NO. - 80115201 4,336.87

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT 4,336.87

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS INSURANCE ADMINISTRATION
ACCT #1254375 ACH PMT NO. - 80114932 27,823.08

US BANK OR CITY TREASURER INSURANCE CLAIMS
LIABILITY CLAIMS ACH PMT NO. - 80115228 90,280.64

TOTAL FOR 5800 - RISK MANAGEMENT FUND 118,103.72

5810 - WORKERS' COMPENSATION FUND

DATA DIMENSIONS LLC INSURANCE ADMINISTRATION
ACH PMT NO. - 80114931 300.00

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80115109 170.60

VICTOR J GIAMPIETRI II CONTRACTUAL SERVICES
DBA WA STATE FIRST AID ACH PMT NO. - 80114945 1,200.00

HONORABLE MAYOR 04/17/23
AND COUNCIL MEMBERS PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 1,670.60

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC INSURANCE ADMINISTRATION
DBA PEOPLESYSTEMS ACH PMT NO. - 80114938 500.00

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND 500.00

5830 - EMPLOYEES BENEFITS FUND

ASSURANCE FITNESS REPAIR WELLNESS
CHECK NO. - 00593595 408.75

DELTA DENTAL OF WASHINGTON INSURANCE CLAIMS
ACH PMT NO. - 80115187 41,097.81

KAISER FOUNDATION HEALTH PLAN INSURANCE CLAIMS
OF WASHINGTON ACH PMT NO. - 80115204 147,443.36

LIFEWISE ASSURANCE CO INSURANCE PREMIUMS
ACH PMT NO. - 80115072 27,055.26

PREMERA BLUE CROSS OR INSURANCE CLAIMS
SPOKANE CITY TREASURER ACH PMT NO. - 80115093 488,360.22

REHN & ASSOCIATES INSURANCE ADMINISTRATION
SPOKANE CITY TREASURER ACH PMT NO. - 80114939 4,324.00

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 708,689.40

5900 - FACILITIES MANAGEMENT FUND OPS

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80115194	10.20
KAREN R MOBLEY	CONTRACTUAL SERVICES	
DBA KAREN MOBLEY STUDIO	ACH PMT NO. - 80115208	1,633.91
NATIONSERVE	BUILDING REPAIRS/MAINTENANCE	
OVERHEAD DOOR CORPORATION	CHECK NO. - 00593614	7,139.52
NIKKI HANSHAW	LOCAL MILEAGE	
	ACH PMT NO. - 80115119	56.20
ORKIN	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00593527	2,029.58
ROTO-ROOTER/DIV OF	BUILDING REPAIRS/MAINTENANCE	
RAM PLUMBING INC	CHECK NO. - 00593611	934.23
STONEWAY ELECTRIC SUPPLY	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00593613	415.69

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/17/23
PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERTICAL OPTIONS LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80114944	3,819.36
WAXIE SANITARY SUPPLY	MINOR EQUIPMENT	
	CHECK NO. - 00593592	1,021.06
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES	
	CHECK NO. - 00593592	228.47

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS 17,288.22

5902 - PROPERTY ACQUISITION POLICE

ROCKIN' DW CONSTRUCTION INC	BUILDING IMPROVEMENTS	
	ACH PMT NO. - 80115001	19,766.09
VOLCANIC PARTNERS LLC	MINOR EQUIPMENT	
DBA VOLCANIC BIKES	ACH PMT NO. - 80115010	13,300.32
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	1,197.03

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE 34,263.44

5903 - PROPERTY ACQUISITION FIRE

AT&T MOBILITY	MINOR EQUIPMENT	
	CHECK NO. - 00593487	650.49
AT&T MOBILITY	SMART PHONES, IPAD, TABLETS	
	CHECK NO. - 00593487	8,574.93

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE 9,225.42

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115187	3,807.00
DR JAMES SHELBY	SERVICE REIMBURSEMENT CHECK NO. - 00593585	10,422.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80115072	3,335.58
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115093	46,880.29
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		----- 64,444.87

6300 - POLICE PENSION

HONORABLE MAYOR AND COUNCIL MEMBERS		04/17/23 PAGE 31
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115187	3,357.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80115072	2,676.70
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115093	42,209.68
TOTAL FOR 6300 - POLICE PENSION		----- 48,243.38

6730 - PARKING & BUSINESS IMPROV DIST

BREAK THROUGH INC 1124 W RIVERSIDE AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593502	175.24
BREWS BROTHERS ESPRESSO LOUNGE 601 W 1ST AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593501	180.00
DE ESPANA 909 W 1ST AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593503	539.58
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80114928	137,515.41
SPRAGUE E 2515 LLC 10019 E KNOX AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593523	489.32
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		----- 138,899.55

6920 - CLAIMS CLEARING FUND

CHANDLER FAGGIANO	ACCOUNTS PAYABLE CHECK NO. - 00593598	23,342.15
CHELSEY FAGGIANO	ACCOUNTS PAYABLE CHECK NO. - 00593584	23,342.15
TOTAL FOR 6920 - CLAIMS CLEARING FUND		----- 46,684.30

TOTAL CLAIMS

5,346,475.99



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/19/2023
Clerk's File #	CPR 2023-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 6032
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: April 15, 2023.
Payroll check #567566 through check #567718 \$8,764,760.50

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 8,764,760.50

Select \$

Select \$

Select \$

Budget Account

N/A

#

#

#

Approvals

Dept Head	BAIRD, CHRISTI
Division Director	WALLACE, TONYA
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

Additional Approvals

Purchasing

PAYROLL RECAP BY FUND
PAY PERIOD ENDING APRIL 15, 2023

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	12,881.85
0230	CIVIL SERVICE	35,499.96
0260	CITY CLERK	18,620.80
0320	COUNCIL	56,972.82
0330	PUBLIC AFFAIRS / COMMUNICATIONS	32,252.97
0370	ENGINEERING SERVICES	187,915.78
0410	FINANCE	43,963.20
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	12,487.20
0470	HISTORIC PRESERVATION	7,724.00
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	3,200.80
0500	LEGAL	129,507.38
0520	MAYOR	33,670.40
0550	NEIGHBORHOOD SERVICES	14,444.81
05601	MUNICIPAL COURT	118,775.94
0570	OFFICE OF HEARING EXAMINER	7,984.00
0620	HUMAN RESOURCES	26,859.21
0650	PLANNING SERVICES	59,194.40
0680	POLICE	1,972,890.69
0690	PROBATION SERVICES	46,941.61
0700	PUBLIC DEFENDERS	88,909.24
0750	ECONOMIC DEVELOPMENT	9,368.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,920,065.86

FUND	FUND NAME	TOTAL
1100	STREET	260,786.75
1200	CODE ENFORCEMENT	64,214.41
1300	LIBRARY	245,356.47
1380	TRAFFIC CALMING MEASURES	2,985.60
1400	PARKS AND RECREATION	365,071.45
1425	AMERICAN RESCUE PLAN	5,414.40
1460	PARKING METER	33,959.39
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,093.12
1625	PUBLIC SAFETY PERSONNEL	187,344.82
1680	CD/HS	64,938.56
1970	EMS FUND	1,838,317.89
4100	WATER	535,375.29
4250	INTEGRATED CAPITAL FUND	58,234.48
4300	SEWER	626,306.93
4480	REFUSE	617,736.78
4600	GOLF	49,693.35
4700	GENERAL SERVICES FUND	182,139.14
5100	FLEET SERVICE	132,754.11
5200	PUBLIC WORKS & UTILITY FUND	56,485.57
5300	MIS	208,642.61
5400	REPROGRAPHICS	7,443.21
5500	PURCHASING	27,455.21
5600	ACCOUNTING SERVICES	120,255.28
5700	MY SPOKANE	33,583.81
5750	PROJECT MANAGEMENT OFFICE	24,022.40
5810	WORKER'S COMPENSATION	22,294.28
5830	SELF-FUNDED MEDICAL/DENTAL	10,105.60
5900	ASSET MANAGEMENT	40,266.93
6060	CITY RETIREMENT	7,416.80
	TOTAL	8,764,760.50

MEETING MINUTES
City of Spokane
City Council Study Session
April 20, 2023

Call to Order: 11:03 a.m.

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

Direct link:

Attendance:

Committee Members Present: Council President Breean Beggs, Council Members Kinnear, Stratton, Cathcart, Wilkerson, Bingle and Zappone

Committee Members Absent: None

Agenda Items:

1. Bicycle Advisory Board Interview
 - Interviewee:
Karim Habib
 - Action taken:
No action taken. Presentation and discussion only.

2. WSDOT Presentation on NSC/I-90 Connection
 - Presenters:
Terrence Lynch, WSDOT
 - Action taken:
No action taken. Presentation and discussion only.

3. Water Conservation Update
 - Presenters:
Loren Searl, City of Spokane
Marlene Feist, City of Spokane
 - Action taken:
No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 12:32 p.m.

Minutes prepared and submitted for publication in the April 26, 2023, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on April 24, 2023.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk

Considered and Adopted during the April 17, 2023, 6:00 p.m. Legislative Session



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd

4/11/2023

Clerk's File #

RES 2023-0030

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

ALEX GIBILISCO X6957

Project #

Contact E-Mail

AGIBILISCO@SPOKANECITY.ORG

Bid #

Agenda Item Type

Resolutions

Requisition #

Agenda Item Name

0320 - NOMINATING SPOKANE TO THE STATE'S HEALTH EQUITY ZONE PROGRAM

Agenda Wording

Nominating area of Spokane to the State's Department of Health to be designated a Health Equity Zone.

Summary (Background)

Nominating Spokane to the DOH's Health Equity Zone Program: Washington's Health Equity Zones Initiative seeks to reduce health inequities by supporting communities in a geographic area to identify their most pressing health concerns and develop solutions that meet the unique needs of their communities. Zones will receive \$200,000 per year for two years to identify health priorities, develop community action plans, and implement solutions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

Budget Account

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Dept Head

BYRD, GIACOBBE

Council Notifications

Study Session\Other

04/10/2023 Urban Experience

Division Director

Council Sponsor

CP Beggs CM's Wilkerson Zapponne

Finance

Distribution List

Legal

agibilisco@spokanecity.org

For the Mayor

gbyrd@spokanecity.org

Additional Approvals

Purchasing

Adopted by Spokane City Council on: 4/17/2023

City Clerk

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org
Council Sponsor(s)	Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Nominating Spokane to the Health Equity Zone Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2021 the state passed SB5052 to create Health Equity Zones in the state.</p> <p>Washington's Health Equity Zones Initiative seeks to reduce health inequities by supporting communities in a geographic area to identify their most pressing health concerns and develop solutions that meet the unique needs of their communities. During the pilot of the Initiative, the Washington State Department of Health will invest in three geographic communities across the state that are most impacted by health inequities.</p> <p>The Washington State Health Equity Zones (HEZ) Initiative recognizes that people who are most impacted by health inequities are closest to the solutions that will improve their health. This initiative will support communities in identifying pressing health concerns and developing projects to address their unique needs. Each Health Equity Zone will establish a Community Collaborative that will lead efforts to improve the health of their communities. Zones will receive \$200,000 per year for two years to identify health priorities, develop community action plans, and implement solutions. The Department of Health will work in collaboration with each zone to identify funding sources after the initial two years.</p> <p>We are looking to submit an area of Spokane that encompasses East Central, Northeast, and West Central Spokane.</p> <p>Zip codes with census tracks showing inequities in health outcomes: 99204; 99201; West Central and Riverfront 99202; East Central 99207; 99208 – Northeast Spokane</p> <p>More so than geographical description/size Health Equity Zones will look at location/community readiness, community engagement and system/community collaboration.</p>
Proposed Council Action	Vote on April 17 th
Fiscal Impact Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source One-time Recurring

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

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

The Health Equity Zones Initiative was created to address the deep, systemic inequities that impact health at a local level in a way that brings communities together. Health Equity Zones are defined as geographic areas where people who live and work there can collaborate to improve the health of their community through unique solutions.

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 zone selection process will prioritize communities most impacted by health inequities. This includes communities with significant populations that identify as black, indigenous, and people of color; immigrants, migrant farmworkers, refugees, and asylum seekers; low-income, unhoused, and under-resourced; living with disabilities and mental illness; elders or seniors; LGBTQIA+ and/or having limited access to healthcare.

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

Data identifying health inequities can be found on Department of Health, Washington Tracking Network <https://fortress.wa.gov/doh/wtn/WTNIBL/>; Spokane Regional Health District <https://countyhealthinsights.org/county/spokane/eye-on-equity/>

A Health Equity Zone (HEZ) is a geographically connected area where people living there work together will work to address their community's unique health concerns. The idea is that people living in a community facing health barriers often bring the best solutions

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 NO. 2023-0030

A Resolution nominating area of Spokane to become Health Equity Zone.

WHEREAS, in 2021 the state legislature passed Engrossed Second Substitute Senate Bill 5052 an act relating to the creation of health equity zones and codified under RCW 43.70; and

WHEREAS, The Health Equity Zones Initiative, overseen by the Washington Department of Health (DOH) was created to address the deep, systemic inequities that impact health at a local level by defining certain geographic areas where the people who live and work there can collaborate as community partners to improve the health of their community through unique solutions; and

WHEREAS, under the Health Equity Zones Initiative, local jurisdictions can nominate certain geographic areas that would benefit from the specialized collaboration available under the Initiative; and,

WHEREAS, the Washington Legislature has appropriated \$200,000 per year for two years for each designated Health Equity Zone to identify health priorities, develop community action plans, and implement solutions, and further directed the Department of Health to work in collaboration with each zone to identify funding sources after the initial two years; and

WHEREAS, according to Spokane Regional Health District, data clearly shows Black, Indigenous, and people of color in the City of Spokane have poorer health outcomes than other populations, which can be traced to the impact of social conditions in the places they are born, grow, live, learn, work, play, and age that shape their health; and

WHEREAS, one example of inequitable health disparity in Spokane is the 15-year life expectancy gap between the residents of the Riverside neighborhood, whose life expectancy is 70.1 years and the residents of the Southgate neighborhood, whose life expectancy is 85.7 years; and

WHEREAS, similar inequitable health disparities exist in other parts of Spokane, as reflected in the comparatively lower life-expectancies of the East Central neighborhood (72.4 years), West Central (73.4 years) and Northeast (72.4 years) neighborhoods of Spokane; and

WHEREAS, the City of Spokane believes that certain regions within the City would benefit from the collaboration and funding available under the Health Equity Zones Initiative.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council supports nominations of East Central, West Central, Riverside, and Northeast Spokane neighborhoods as potential Health Equity Zones given that they are geographic areas within Spokane with demonstrated inequities in health outcomes;

AND, BE IT FURTHER RESOLVED, that the City of Spokane is directed to complete the necessary steps to nominate the East Central, West Central, Riverside, and Northeast Spokane neighborhoods as Health Equity Zones, and to further work with community members and health organizations to demonstrate the City's collaboration and community readiness for Health Equity.

Passed by the City Council this 17th day of April, 2023.



City Clerk

Approved as to form:



Assistant City Attorney




Certificate Of Completion

Envelope Id: E695E2A81EB04210B34FE4766E433280	Status: Completed
Subject: Please Sign: RES 2023-0030 Resolution Nominating Spokane to State's Health Equity Zone	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Melanie Coe
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	mcoe@spokanecity.org
	IP Address: 155.190.3.8


Record Tracking

Status: Original	Holder: Melanie Coe	Location: DocuSign
4/19/2023 3:59:18 PM	mcoe@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 4/19/2023 5:01:53 PM Viewed: 4/20/2023 9:26:52 AM Signed: 4/20/2023 9:27:05 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael J. Piccolo mpiccolo@spokanecity.org Assistant City Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 4/20/2023 9:27:07 AM Viewed: 4/20/2023 9:29:35 AM Signed: 4/20/2023 9:29:44 AM
---	---	--

Electronic Record and Signature Disclosure:
Accepted: 4/20/2023 9:29:35 AM
ID: da67a544-265f-4443-982d-48b22e5b3419

Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 4/20/2023 9:29:45 AM Viewed: 4/20/2023 9:36:01 AM Signed: 4/20/2023 9:36:11 AM
---	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	4/19/2023 5:01:53 PM
Certified Delivered	Security Checked	4/20/2023 9:36:01 AM
Signing Complete	Security Checked	4/20/2023 9:36:11 AM
Completed	Security Checked	4/20/2023 9:36:11 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd

4/18/2023

Clerk's File #

RES 2023-0032

Renews #**Cross Ref #**

County RES 23-0256

Submitting Dept

SPOKANE AIRPORT BOARD

Contact Name/Phone

LARRY 455-6419

Project #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

SIA-JOINT RESOLUTION TO AUTHORIZE EXECUTION OF WATER LINE

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane. The no-cost water utility easement is 3,099 lineal feet by 30 feet wide for a total of 2.13

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

KRAUTER, LARRY

Study Session\Other

4/17/2023 Finance &

Division Director**Council Sponsor**

CP Beggs & CM

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

For the Mayor

PERKINS, JOHNNIE

twoodard@spokaneairports.net

Additional Approvals

aanderson@spokaneairports.net

Purchasing

rpells@spokaneairports.net

gvasquez@spokanecounty.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

acres and is located in Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501.

Summary (Background)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419
Council Sponsor(s)	CP Beggs and CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane. The no-cost water utility easement is 3,099 lineal feet by 30 feet wide for a total of 2.13 acres and is located in Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.
Proposed Council Action	Approve Joint Resolution
Fiscal Impact Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	} N/A
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO EXECUTE) JOINT RESOLUTION
A PUBLIC WATER LINE EASEMENT)
ON SPOKANE COUNTY ASSESSOR)
PARCELS 25320.1101 AND 25335.0501)

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

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

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

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

WHEREAS, the Airport Board has approved a public water line easement, on substantially similar terms and conditions as set forth in that certain Public Water Line Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and respectfully requests approval of the same by the County and City; and

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

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

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

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this 18th day of April, 2023.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

ATTEST:

GINNA VASQUEZ
GINNA VASQUEZ
Clerk of the Board

JOSH KERNS
JOSH KERNS, VICE-CHAIR

AL FRENCH
AL FRENCH, COMMISSIONER

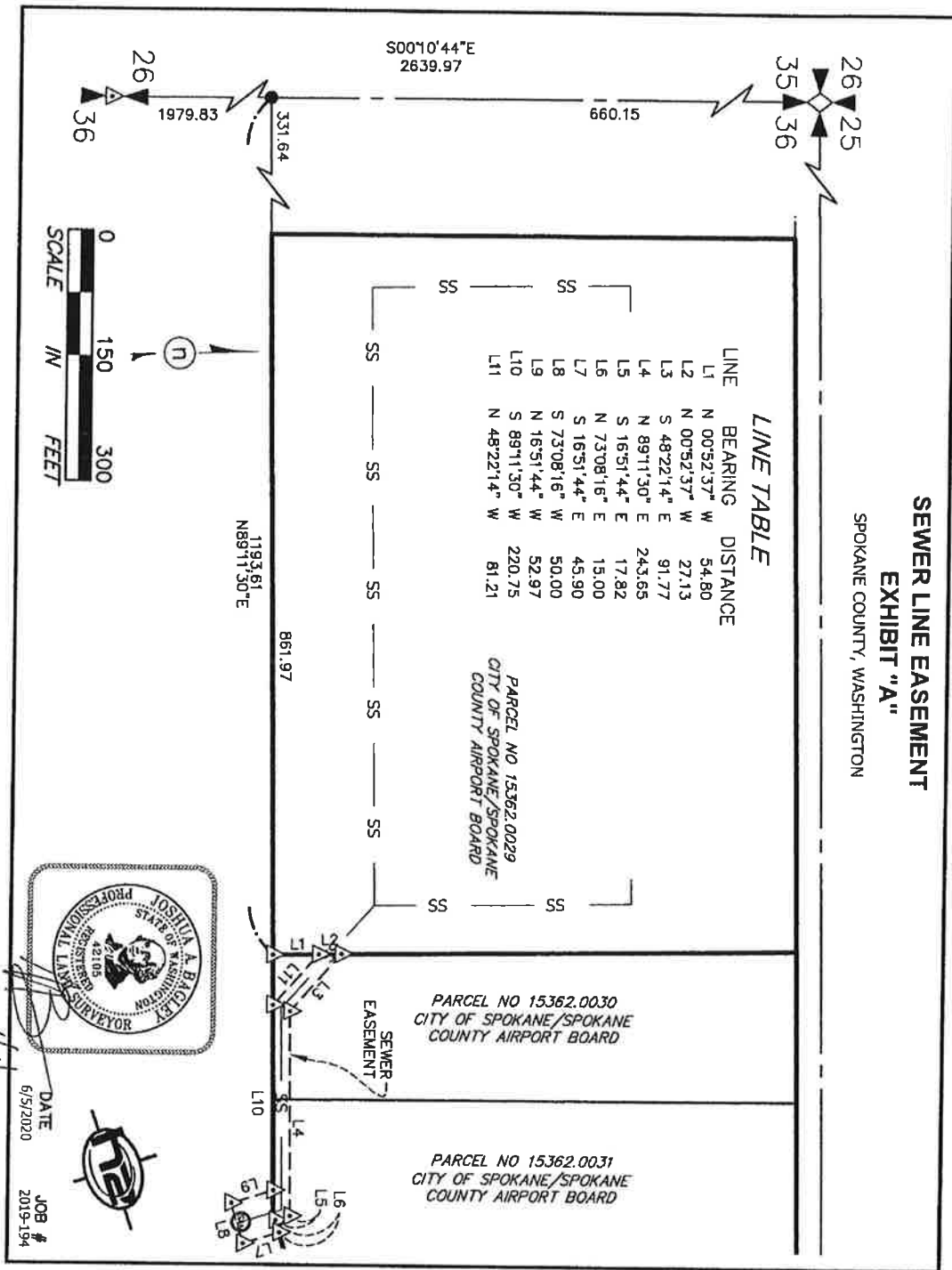
AMBER WALDREF
AMBER WALDREF, COMMISSIONER

CHRIS JORDAN
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

PUBLIC WATER LINE EASEMENT

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



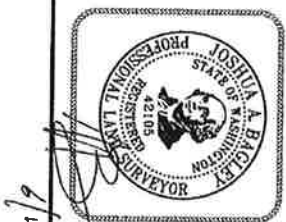
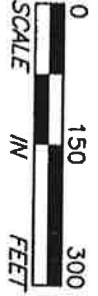
LINE TABLE

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

PARCEL NO 15362.0029
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD

PARCEL NO 15362.0030
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD

PARCEL NO 15362.0031
CITY OF SPOKANE/SPOKANE
COUNTY AIRPORT BOARD



DATE 6/5/2020
JOB # 2019-194

RETURN TO:

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

ASSESSOR’S PARCEL NOS:

ABBREVIATED LEGAL:

RECORDING INFORMATION ABOVE

PUBLIC WATER LINE EASEMENT

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

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

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

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

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

1. Easement and Purpose. Grantor does hereby grant and convey unto Grantee an Access and Utility Easement for a water line only, under, along, through and across the Easement Area for purposes of installing, operating, maintaining, repairing, removing and/or replacing an underground water main and related appurtenances (the "Water Main"), as shown on Exhibit C. The Water Main covered by this Easement is located on the herein described Property and Easement Area at the time this Easement document is recorded, as operated, maintained, and repaired by Grantee under the terms of this Easement.
2. Non-Exclusive. This Easement shall be non-exclusive.
3. Termination. Grantor may terminate this Easement in the event Grantee breaches or violates any provisions hereof. Prior to termination, Grantor shall give Grantee thirty (30) days written notice of the breach. If the breach is cured to the reasonable satisfaction of the Grantor during the thirty (30) day timeframe, or if Grantee has made reasonable progress towards curing the breach within said thirty (30) day time period, said termination shall be null and void. In the event Grantee determines that some or all of the Water Main must be relocated, this Easement shall terminate with respect to such portion of the Water Main.
4. Access and Damage. Grantee shall have the right of ingress and egress along such routes as specifically directed by the Grantor's Chief Executive Officer or his/her designee over and across the above described Easement Area for the purposes of repair, replacement and maintenance of the Water Main. Upon each and every occasion that the Grantee installs, repairs, maintains, removes, and/or replaces the Water Main, Grantee, at its sole cost and expense, shall restore the Easement Area, the Property, and Grantor's surrounding property, to a condition as they were prior to any such work, to the extent any damage, disturbance, or alteration of the Easement Area, the Property, or Grantor's surrounding property was caused by the Grantee's exercise of its privileges under this Easement. Grantee shall cause no liens to stand against the Property. Grantee shall first request in writing permission from the Grantor's Chief Executive Officer or his/her designee for such access, ingress and/or egress, which permission shall not be unreasonably withheld. Such notice shall be no less than three (3) business days prior to access, ingress and/or egress, unless an emergency exists, in which case reasonable prior written notice shall be provided by Grantee. Grantee shall not construct, place or maintain any buildings, structures, or temporary or permanent equipment within the permanent or temporary easement areas that would constitute a hazard to Airport operations in the sole judgment of the Grantor.
5. Grantor's Use of the Easement Area. The Grantor and those operating within its authority, including, but not limited to the Grantor, reserves the right to the full use and enjoyment of the Easement Area described in Exhibits A and B, provided, however, that the Grantor shall not construct, place or maintain any buildings or structures within the Easement Area that would interfere with the maintenance, repair, replacement or safe operation of the Water Main. In the event Grantor determines the need to develop the area or install or improve a road in the Easement Area, Grantor reserves the right to make necessary improvements as needed. Grantee shall interfere as little as possible with the Grantor's and Grantor's use of the Easement Area and shall not materially interfere with access to the Easement Area.
6. Ownership of Utilities. The Water Main placed within the Easement, along with all other water and/or sewer utilities in or on the Property, shall remain the property of the Grantee, with authority over the utilities and related appurtenances maintained in accordance with the Airport Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following pages]

EXHIBIT A

Easement Legal Description

EXHIBIT B

Property & Easement Area

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING: 2.137 Acres more or less

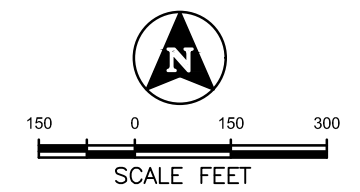
EXHIBIT B: attached and made a part hereof.



A handwritten signature in black ink, appearing to read "B. N. McCluer".

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT INDEX SHEET



NOTES:

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

LEGEND

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



LEASEHOLDER:

SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 1 OF 6

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

SECTION CORNER



S03°14'34"E 2657.35'

LOT 2 C.O.S WATER RESERVOIR FINAL CITY SHORT PLAT

P.O.B

P.O.C

1/4 SECTION CORNER

SHEET 2

SHEET 3

SHEET 3

SHEET 4

SHEET 4

SHEET 5

SHEET 5

SHEET 6

W. AIRLIFT AVE.

WAYPOINT BLVD

S. SPOTTED RD.

W. PILOT DRIVE

GEIGER BLVD

PERIMETER ROAD

SECTION LINE

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



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

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 3 OF 6

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

EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



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

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

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:

SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 5 OF 6

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

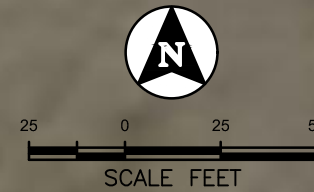
J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\Exhibits on Grid\230001_23-002 Watermain Easement Exhibit Aerial Grid.dwg, 2/21/2023 5:21:14 PM, Brian McClure

EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT

SHEET 5

MATCHLINE



AIRPORT PERIMETER ROAD

GEIGER BLVD RIGHT OF WAY

GEIGER BLVD

RUNWAY PROTECTION ZONE

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



LEASEHOLDER:
SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 6 OF 6

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

N01°45'31" W 1374.79'

S01°45'31" E 1375.43'

30.00'

N88°23'53"E 126.15'

S88°23'53"W 158.76'

L1

L2

L5

L4

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

RPZ

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING: 2.137 Acres more or less

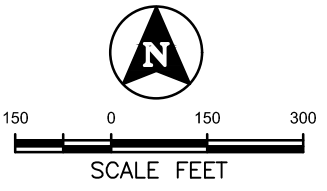
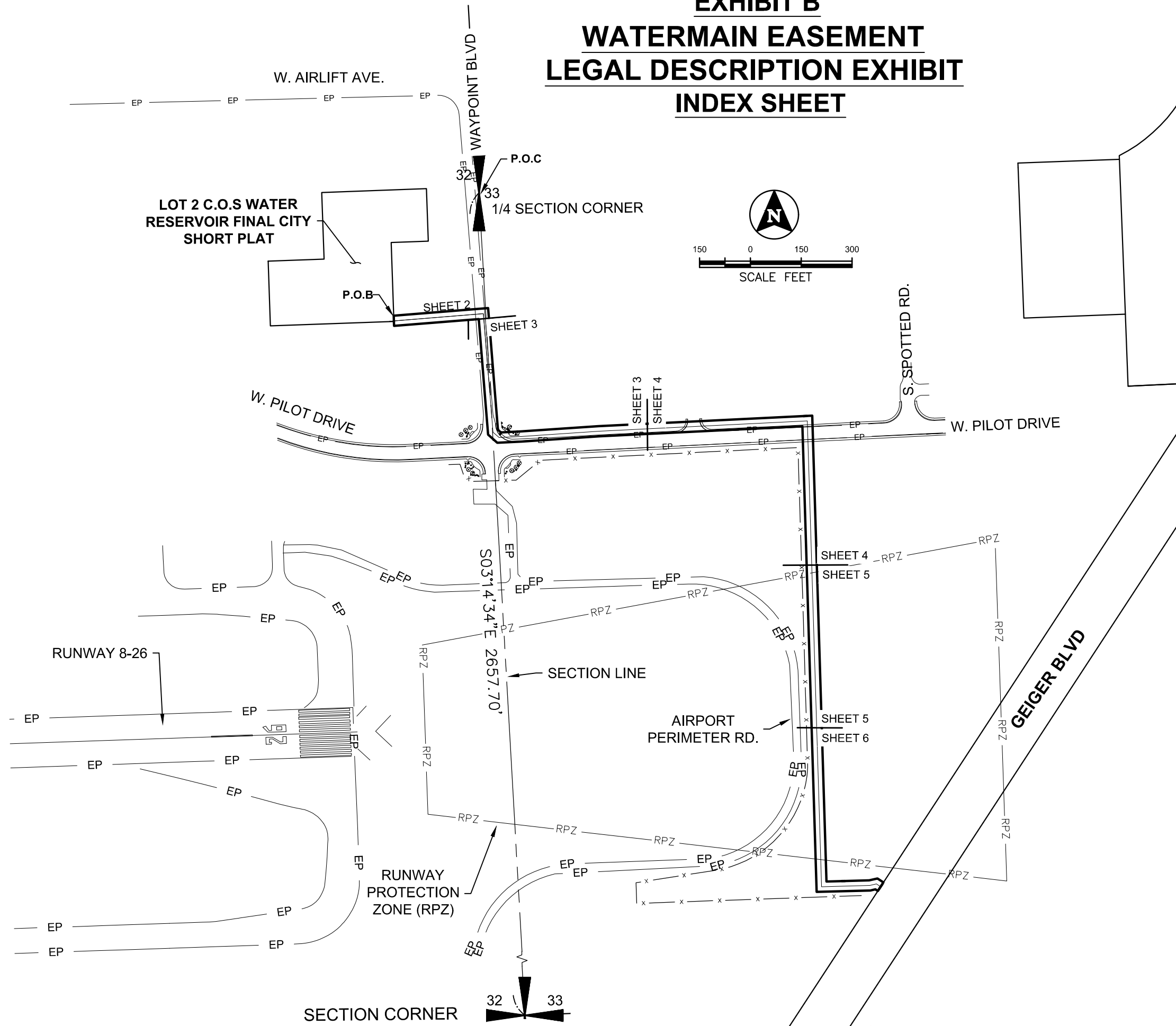
EXHIBIT B: attached and made a part hereof.



A handwritten signature in black ink, appearing to read "B. N. McCluer".

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT INDEX SHEET



NOTES:

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

LEGEND

— x —	FENCELINE
— EP —	EDGE OF PAVEMENT
— (thick line) —	WATERMAIN EASEMENT LINE
•	WATERMAIN EASEMENT ANGLE POINT
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCEMENT

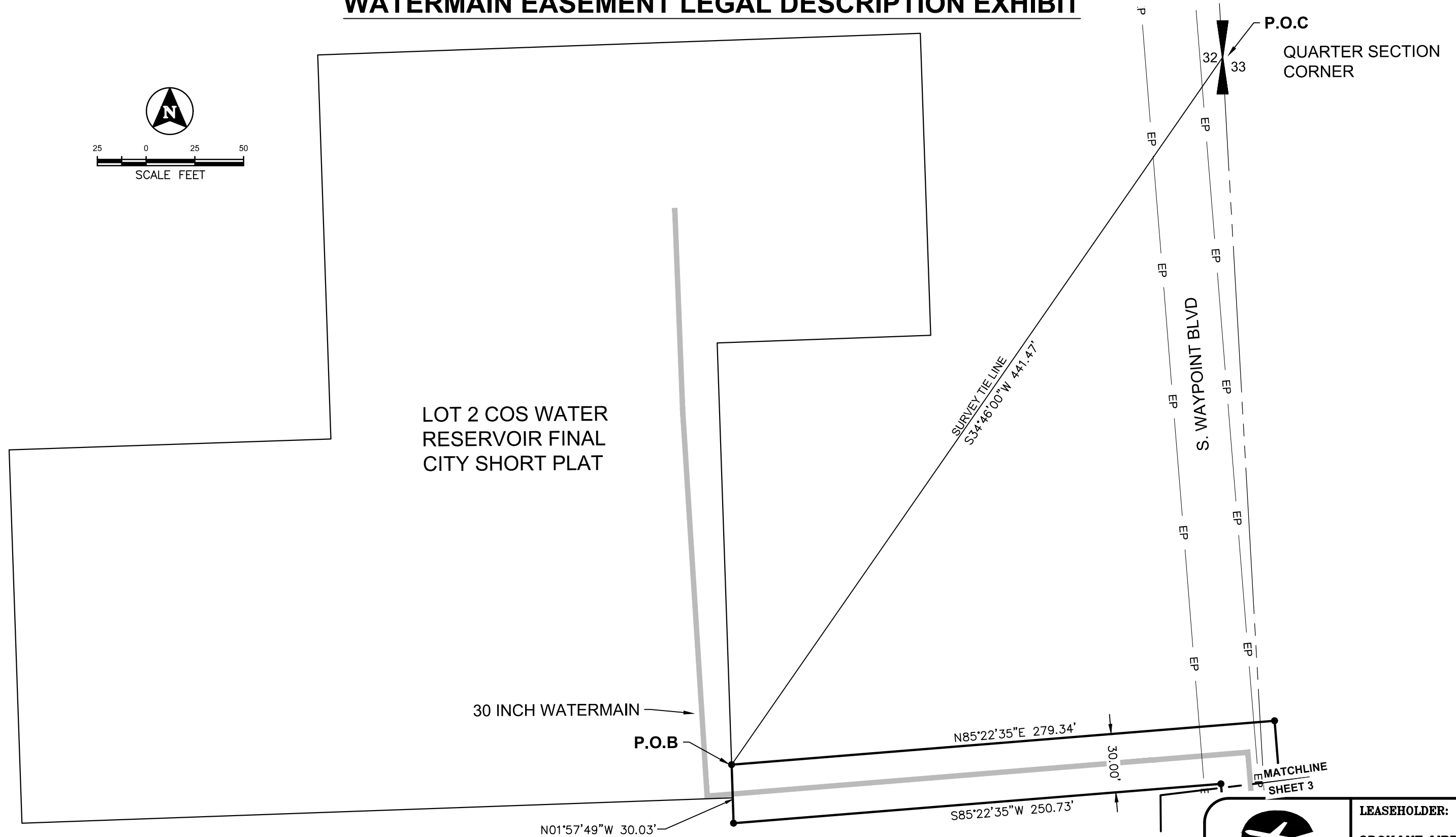
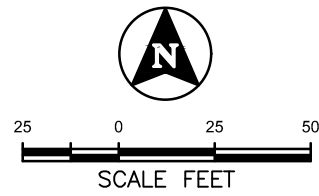


LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 1 OF 6

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

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

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:

SPOKANE AIRPORT

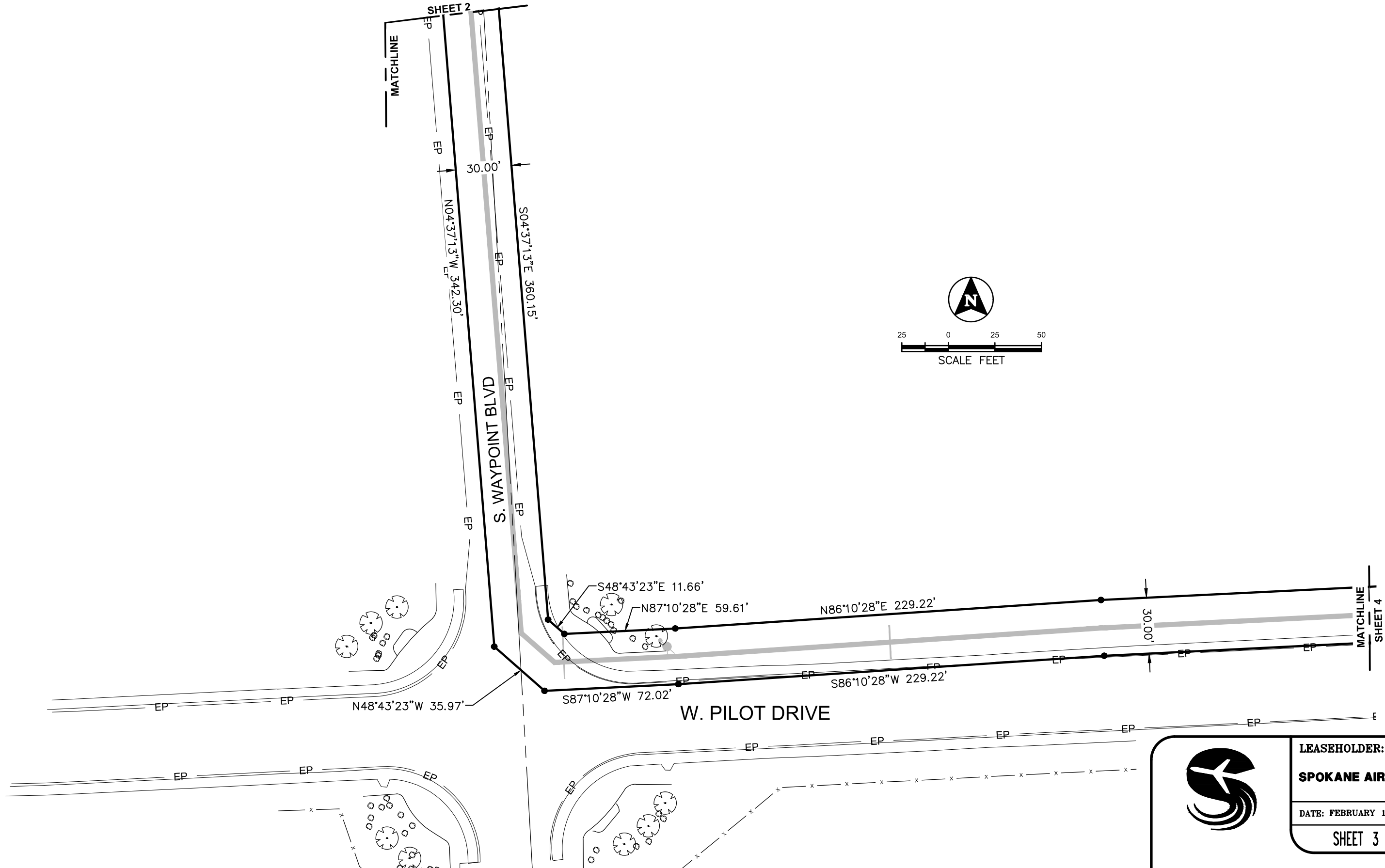
DATE: FEBRUARY 15, 2023

SHEET 2 OF 6

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

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Exhibit.dwg, 2/22/2023 7:54:31 AM, Brian McCluer, None

EXHIBIT B WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



LEASEHOLDER:

SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

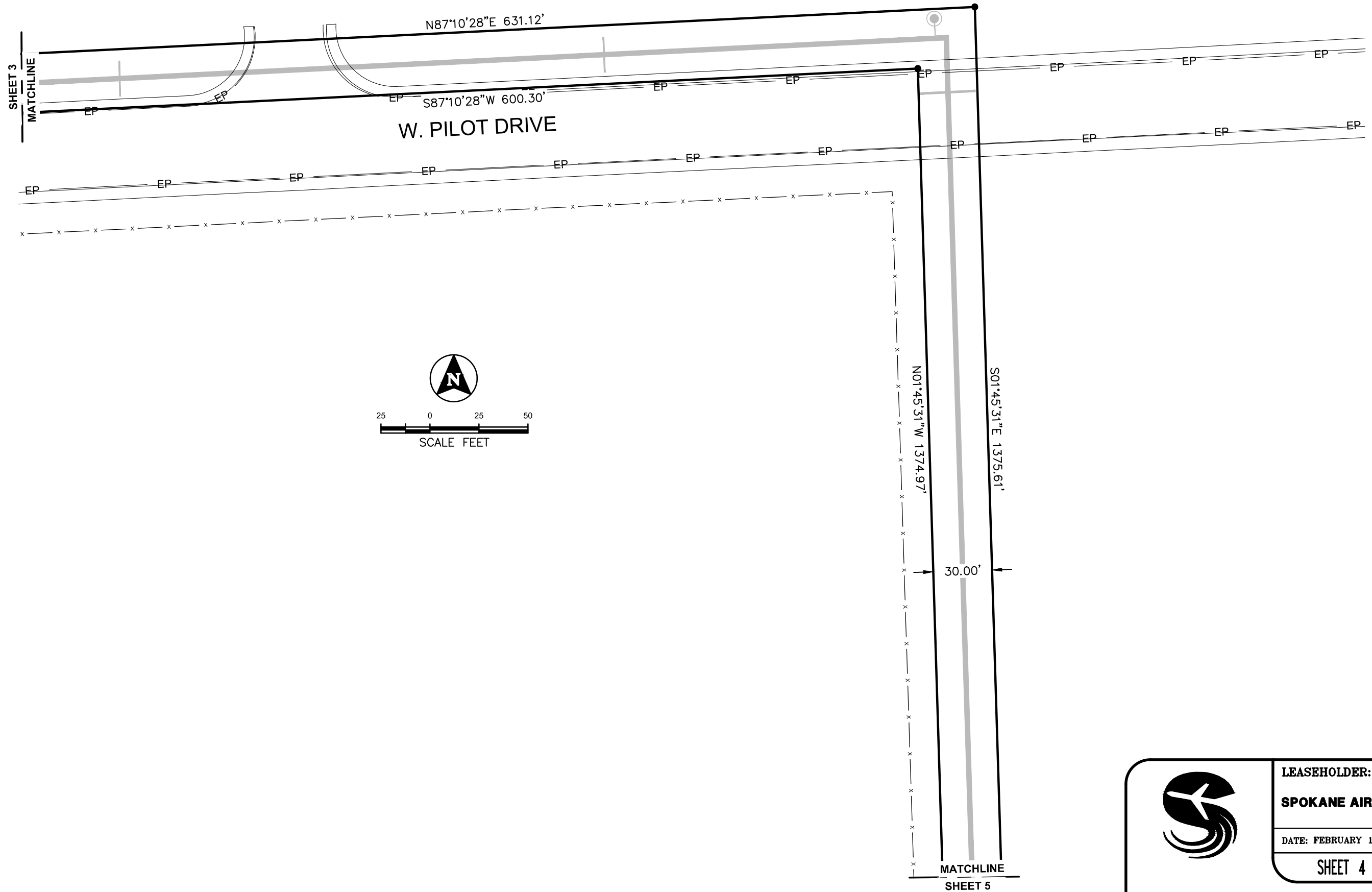
SHEET 3 OF 6

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

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Exhibit.dwg, 2/22/2023 7:55:46 AM, Brian McCluer, None

EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



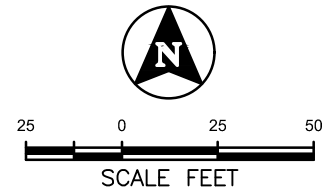
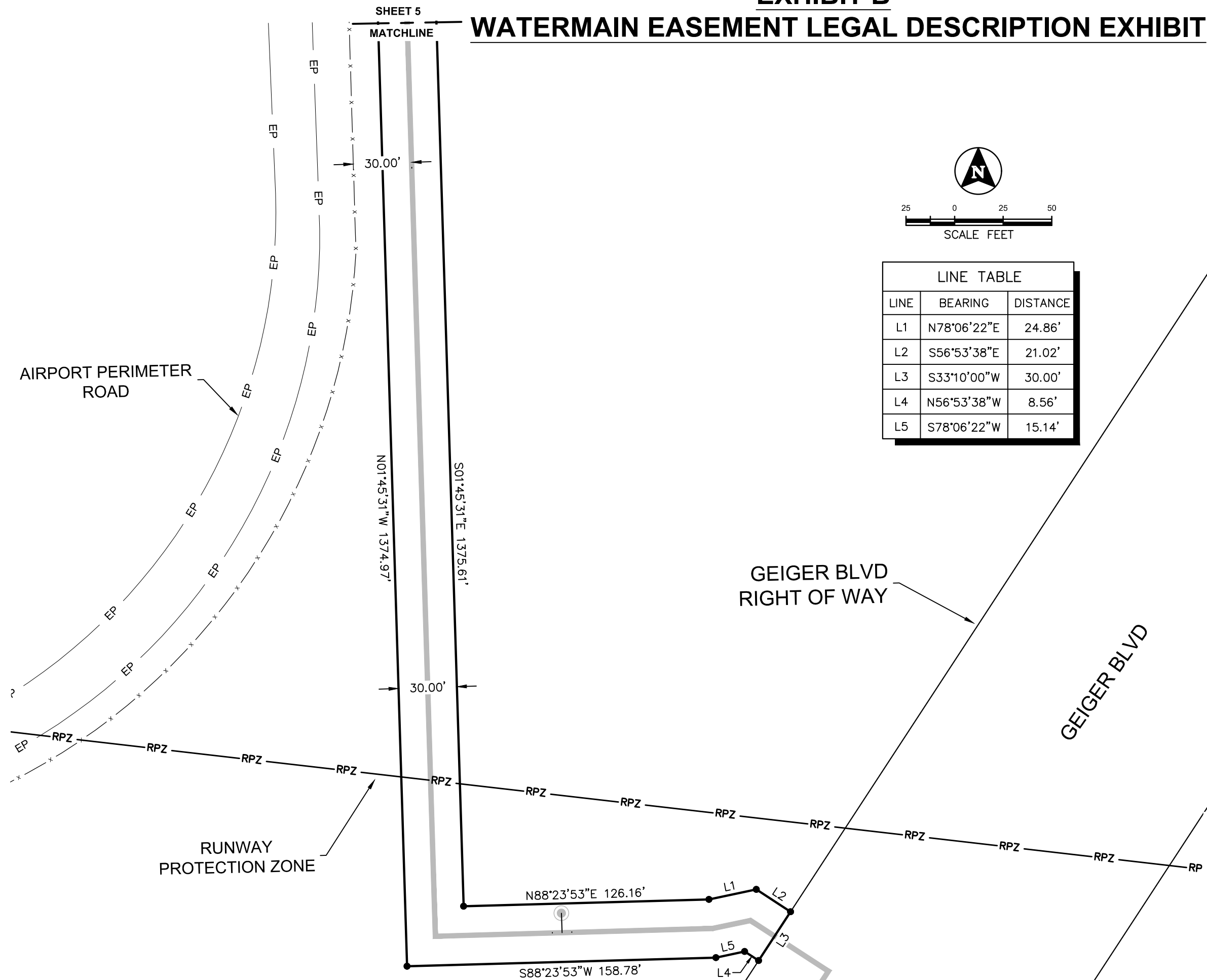
LEASEHOLDER:
SPOKANE AIRPORT
DATE: FEBRUARY 15, 2023
SHEET 4 OF 6

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

J:_SIA Airport Survey\3_Acaddwg\Survey\1_Existing Features\230001_23-002 Waterline Easement\230001_23-002 Watermain Easement Exhibit.dwg, 2/22/2023 8:00:42 AM, Brian McCluer, None

EXHIBIT B

WATERMAIN EASEMENT LEGAL DESCRIPTION EXHIBIT



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



LEASEHOLDER:
SPOKANE AIRPORT

DATE: FEBRUARY 15, 2023

SHEET 6 OF 6

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



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/18/2023
Clerk's File #	RES 2023-0033
Renews #	

Submitting Dept	SPOKANE AIRPORT BOARD	Cross Ref #	County RES 23-0257
Contact Name/Phone	LARRY 455-6419	Project #	
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	SIA - JOINT RESOLUTION TO SELL OR CONVEY EASEMENTS		

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property in Spokane County Assessor Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009,

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals		Council Notifications	
Dept Head	KRAUTER, LARRY	Study Session\Other	4/17/2023 Finance &
Division Director		Council Sponsor	CP Beggs & CM
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	lkrauter@spokaneairports.net	
For the Mayor	PERKINS, JOHNNIE	twoodard@spokaneairports.net	
Additional Approvals		aanderson@spokaneairports.net	
Purchasing		rpells@spokaneairports.net	
		gvasquez@spokanecounty.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

15341.9001 comprising approximately 9.585 acres of land to Spokane County for Right-of-Way, Border Easement, and Slope Easement necessary for improvements to Craig Road.

Summary (Background)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List

Distribution List	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419
Council Sponsor(s)	CP Beggs and CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property in Spokane County Assessor Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, 15341.9001 comprising approximately 9.585 acres of land to Spokane County for Right-of-Way, Border Easement, and Slope Easement necessary for improvements to Craig Road.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.
Proposed Council Action	Approve Joint Resolution
Fiscal Impact Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	} N/A
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL OR CONVEY EASEMENTS IN)
REAL PROPERTY IDENTIFIED AS)
SPOKANE COUNTY ASSESSOR)
PARCELS 14025.9004, 14022.9002,)
14022.0601, 14022.0501, 14022.0101,)
15355.9007, 15341.9008, 15341.9009,)
AND 15341.9001)

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

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

WHEREAS, the Airport Board has recommended to the County and City: The sale of a portion of Spokane County Assessor Tax Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, and 15355.9007, comprised of approximately 5.158 acres of land adjacent to Crag Road in the City of Spokane (the "Real Property"); the grant of a border easement on Spokane County Assessor Tax Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, and 15341.9001, comprised of approximately 4.240 acres of land adjacent to Craig Road in the City of Spokane (the "Border Easements"); and the grant of slope easement on Spokane County Assessor Tax Parcels 15355.9007, 15341.9008, 15341.9009, and 15341.9001, comprised of approximately 0.187 acres of land adjacent to Craig Road in the City of Spokane (the "Slope Easements" and together with the Real Property and Border Easements, the "Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of March 16, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, sale or conveyance of interests in the Property is necessary to accommodate certain improvements to right of way to be constructed by Spokane County, at the expense of Spokane County, which such improvements to right of way shall benefit Spokane International Airport and the development of real property by the Airport Board in and around the Property;

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

1. That the Airport Board is authorized to sell or convey interests in the Property, on the terms and conditions set forth in Exhibit A; and

2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell or convey interest in the Property.

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this 18th day of April, 2023.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF MARCH 16, 2023,
BY AND BETWEEN SPOKANE AIRPORT AND SPOKANE COUNTY

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 16th day of March, 2023 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and SPOKANE COUNTY, a political subdivision of the State of Washington ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

RECITALS

A. Seller is the owner of fee simple title to tax parcels:

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

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

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

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

in the City, County, State, as depicted on Exhibit A-2 attached hereto and legally described on Exhibit A-3 attached hereto (the "Real Property" and together with those items described in Recital C through E below, collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. A Border Easement (as defined in Section 5.5(a)(3)) over a portion of the Seller Property consisting of approximately:

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

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

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

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

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

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

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

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

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

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

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

3. Due Diligence Inspections and Title Review.

3.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific time, thirty (30) days thereafter subject to extension under Section 3.2(b) below.

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

(a) Objections. Buyer shall review the Title Report and may, within fifteen (15) days after the Effective Date (the “Title Review Period”), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer’s discretion (each such objectionable matter or exception considered a “Disapproved Matter”). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) Business Days following Seller’s receipt of Buyer’s written notice of Disapproved Matter(s), notify Buyer that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer’s discretion, Buyer may, prior to the expiration of the Review Period, either: (y) terminate this Agreement by delivery of written notice to Seller, or (z) give written notice to Seller, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 3.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an “Amended Report”), Buyer will have three (3) Business Days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer’s actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller’s title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer’s objections, (ii) obtain title insurance endorsements regarding such objections, or

(iii) cure any objectionable matter within three (3) Business Days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) Business Day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) Business Day period by giving written notice of termination to Seller, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) Business Day cure period would expire after the scheduled Closing Date (as defined in Section 5.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and that regulate the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 3.2, neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

3.3 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within five (5) Business Days after the Effective Date provide to Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; and copies of any pending or threatened Claims (as defined in Section 3.4(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

3.4 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon

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

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Real Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 3.4(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Buyer agrees to repair any and all damages caused to the Property due to Buyer's entry thereon and otherwise to restore the Property to the Property's original condition before such entry. In the event that the purchase of the Property is not closed for any reason other than a default by Seller, Buyer agrees, upon Seller's written request, to return to Seller and/or provide copies of any and all surveys, reports, studies and/or all other written materials (whether or not in draft form) obtained by Buyer in connection with this Section 3.4, to Seller, without any representations or warranties as to the truth, accuracy or completeness of any materials, reports, data or other information contained therein and the contents of such materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third party (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion.

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

3.5 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer

may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion (the "Termination Notice"). Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer fails to send a Termination Notice to Seller by the expiration of the Review Period, Buyer will be deemed to have elected to proceed to Closing in accordance with this Agreement. If this Agreement is terminated as provided in this Section 3.5, the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement.

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

4. Conditions Precedent.

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

- (a) All of the documents required to be delivered by Seller to Buyer or Closing Agent shall have been delivered;
- (b) Each of the representations of Seller set forth in Section 6 shall be true in all material respects as of the Closing Date;
- (c) If requested by Buyer, Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;
- (d) Seller shall have satisfied the Approval Conditions (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease; *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 12. In the event Buyer elects to terminate this Agreement pursuant to Section 12, all obligations of Seller and Buyer under this Agreement (other than those

that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

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

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

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

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

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

If any of the conditions delineated in Sections 4.2(a) or 4.2(b) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 4.2(c) and 4.2(d) (the "Approval Conditions") to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

5. Closing.

5.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of: (i) sixty (60) days following the expiration of the Review Period, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date as mutually agreed to by the Parties in writing. Notwithstanding anything herein to the contrary, if Closing has not occurred not later than sixty (60) days following expiration of the Review Period due to the failure of the Approval Conditions, *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a Seller Default, then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

5.2 Closing Agent. The Parties acknowledge and authorize SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) to serve as the "Closing Agent" for this transaction.

5.3 Location. Closing will occur at such place as may be agreed to by the Parties in writing.

5.4 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer will pay for any closing fees including any fees and costs charged by the Closing Agent. Buyer shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement. Buyer shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below), all recording fees associated with recording the Border Easement(s) (as defined below), all recording fees associated with recording the Slope Easement(s) (as defined below), and for all recording fees associated with recording the Deed (as defined below). Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. If requested by Buyer, Buyer shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy. The cost of any survey of the Real Property obtained by Buyer will be borne by Buyer.

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

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

(e) Other Costs and Survival. All other costs not addressed within this Section 5.4 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 5.4 will survive Closing for a period of six (6) months.

5.5 Deliveries at Closing.

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

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

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

(3) An original duly executed and acknowledged donation border easement(s) ("Border Easement(s)") encumbering those portions of the Seller Property as more particularly described therein, in the form(s) attached to this Agreement as Exhibit D.

(4) An original duly executed and acknowledged donation slope easement(s) ("Slope Easement(s)") encumbering those portions of Map 8, Map 9, Map 10 and Map 11, as more particularly described therein, in the form(s) attached to this Agreement as Exhibit E.

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

(6) Such documentation as Closing Agent may be reasonably require to close and consummate the sale of the Property in accordance with the terms of this Agreement.

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

(1) The amounts required under Section 2 and Section 5.4 in Current Funds.

(2) A duly executed and completed REETA.

(3) An original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C.

(4) Disburse the funds due Seller to Seller;

(5) Such documentation as Closing Agent may be reasonably require to close and consummate the purchase of the Property in accordance with the terms of this Agreement.

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

(1) Record the Deed, Avigation Easement, Border Easement(s) and Slope Easement(s), in that order.

(2) If requested by Buyer, prepare the closing order for the Title Company to deliver the Title Policy.

6. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 6. Each representation and warranty: (i) is true in all material respects as of the

Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will not survive Closing.

6.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Sections 4.2(c) and 4.2(d), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or governmental authority.

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

7. Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 7. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will not survive Closing.

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

8. “AS IS” Sale; Release & Waiver.

8.1 “AS IS” Purchase.

(A) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6, AND BUYER’S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY “AS IS”, “WHERE IS”, WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY (“DISCLOSURES”) PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 6 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER’S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS”.

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS

OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: _____ Buyer's Initials: _____

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

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant environmental

laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances or other contaminants, may not have been revealed by its investigation.

9. Covenants.

9.1 Covenants of Seller.

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

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

9.2 Covenant of Buyer; Post-Closing Construction. Buyer acknowledges and agrees that as a condition subsequent to Seller's procurement of the FAA Release, Buyer must adhere to the requirements of 14 CFR Part 77, by submitting FAA Form 7460-1 and receiving FAA's positive determination, prior to constructing any facility or feature on the Real Property in respect of Buyer's project. The provisions of this Section 9.2 shall survive Closing.

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

11. Default by Buyer. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 5.5(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY

TO BUYER AND SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO IT IN LAW AND EQUITY. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: _____ Buyer's Initials: _____

12. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 5.5(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, terminate this Agreement in its entirety by delivery of notice of termination to Seller.

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

13. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the Parties under this Section 13 will survive Closing.

14. Miscellaneous.

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

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

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

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

If to Buyer: Spokane County Public Works
1026 W. Broadway Ave.
Spokane, WA 99260
Attn: Patrick Rooks
Scott Dickinson
Email: prooks@spokanecounty.org
sadickinson@spokanecounty.org

with a copy to: _____

Attn: _____
Email: _____
Fax: _____

14.3 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will not survive Closing.

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

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

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

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

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in the County on such date. If any deadline or date in this Agreement falls on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in the County on the next Business Day. If a deadline or date is extended to a Business Day, the deadline or date, as so extended shall be considered the actual deadline for purposes of calculating subsequent dates and deadlines. If the Closing Date falls on a day other than a Business Day, the Closing Date shall be extended until 5:00 p.m. on the second Business Day following such non-Business Day. Time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

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

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

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

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

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

14.14 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Any assignment made in violation of this Section shall be void.

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

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

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

[signatures to appear on the following page]

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

SELLER:

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

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

BUYER:

SPOKANE COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF SELLER PROPERTY*

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

APNs: 14025.9004
14022.9002
14022.0601
14022.0501
14022.0101
15355.9007
15341.9008
15341.9009 and
15341.9001

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

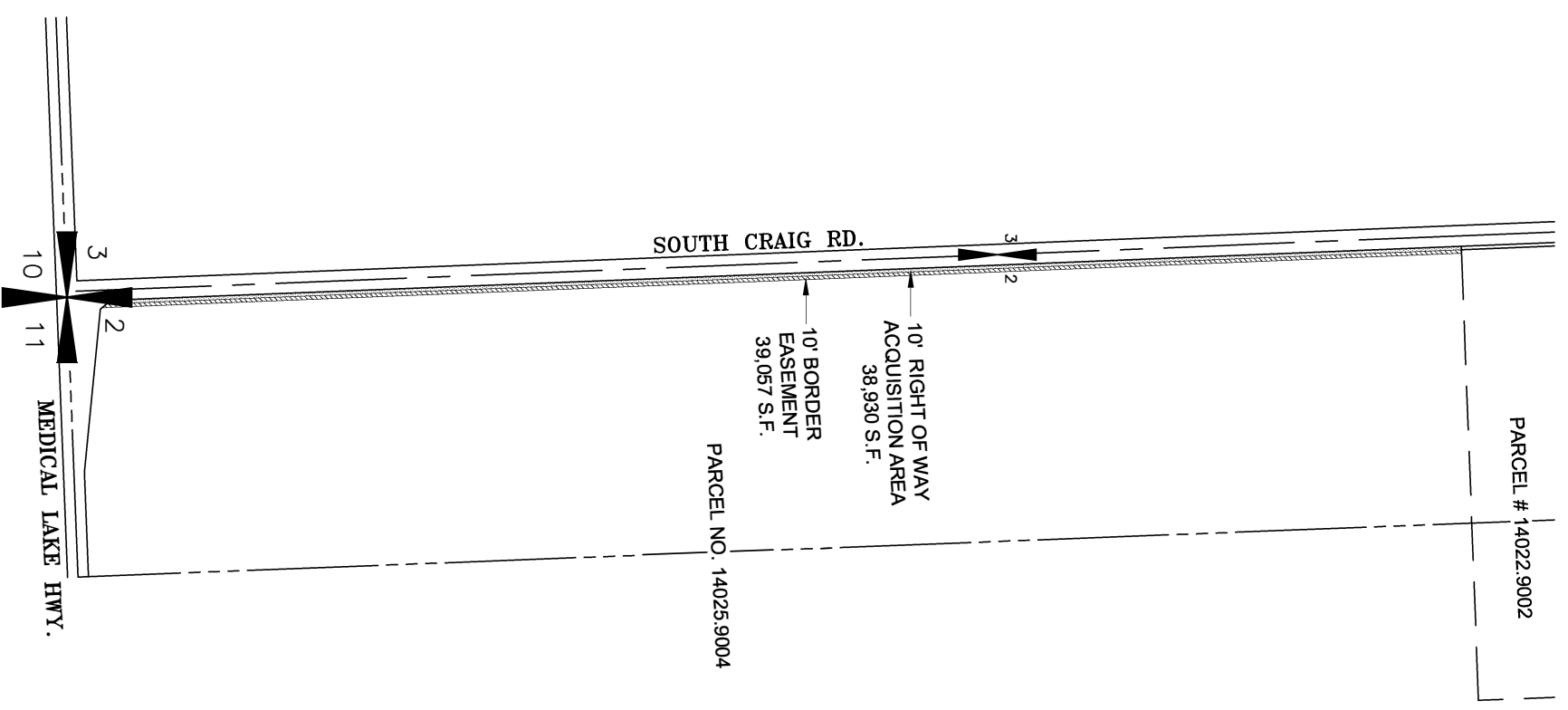
EXHIBIT A-2

DEPICTION OF REAL PROPERTY

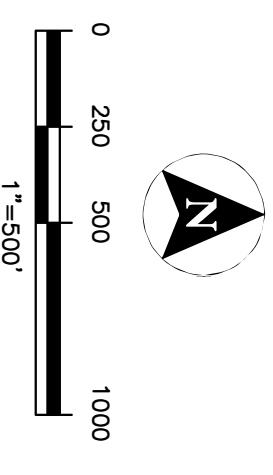
SEE ATTACHED.

CRAIG ROAD RIGHT OF WAY, BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14025.9004



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 77,987 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

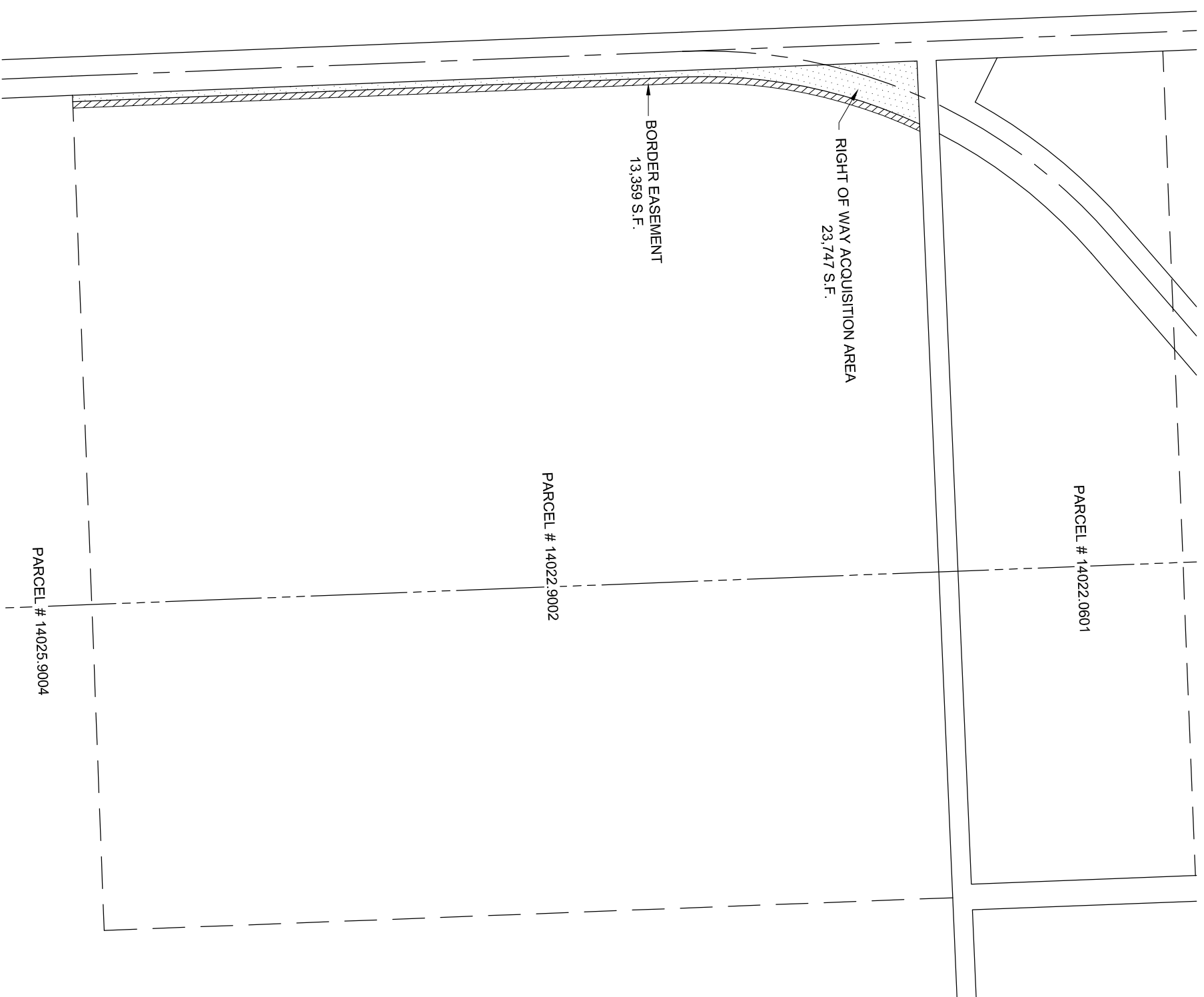
DATE: March 8, 2023

SHEET 1 OF 10

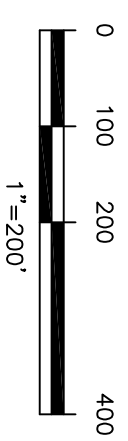
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.9002



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 37,106 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 2 OF 10

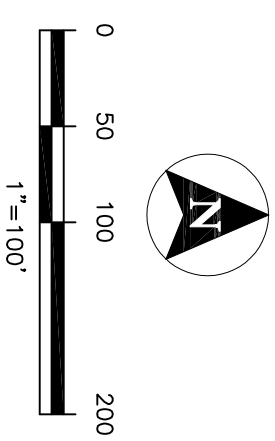
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0601



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 48,649 S.F.



PARCEL # 14022.9002

PARCEL # 14022.0601

PARCEL # 14022.0501

PARCEL # 14022.0401

BORDER EASEMENT
4,919 S.F.

BORDER EASEMENT
5,045 S.F.

RIGHT OF WAY ACQUISITION AREA
38,685 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

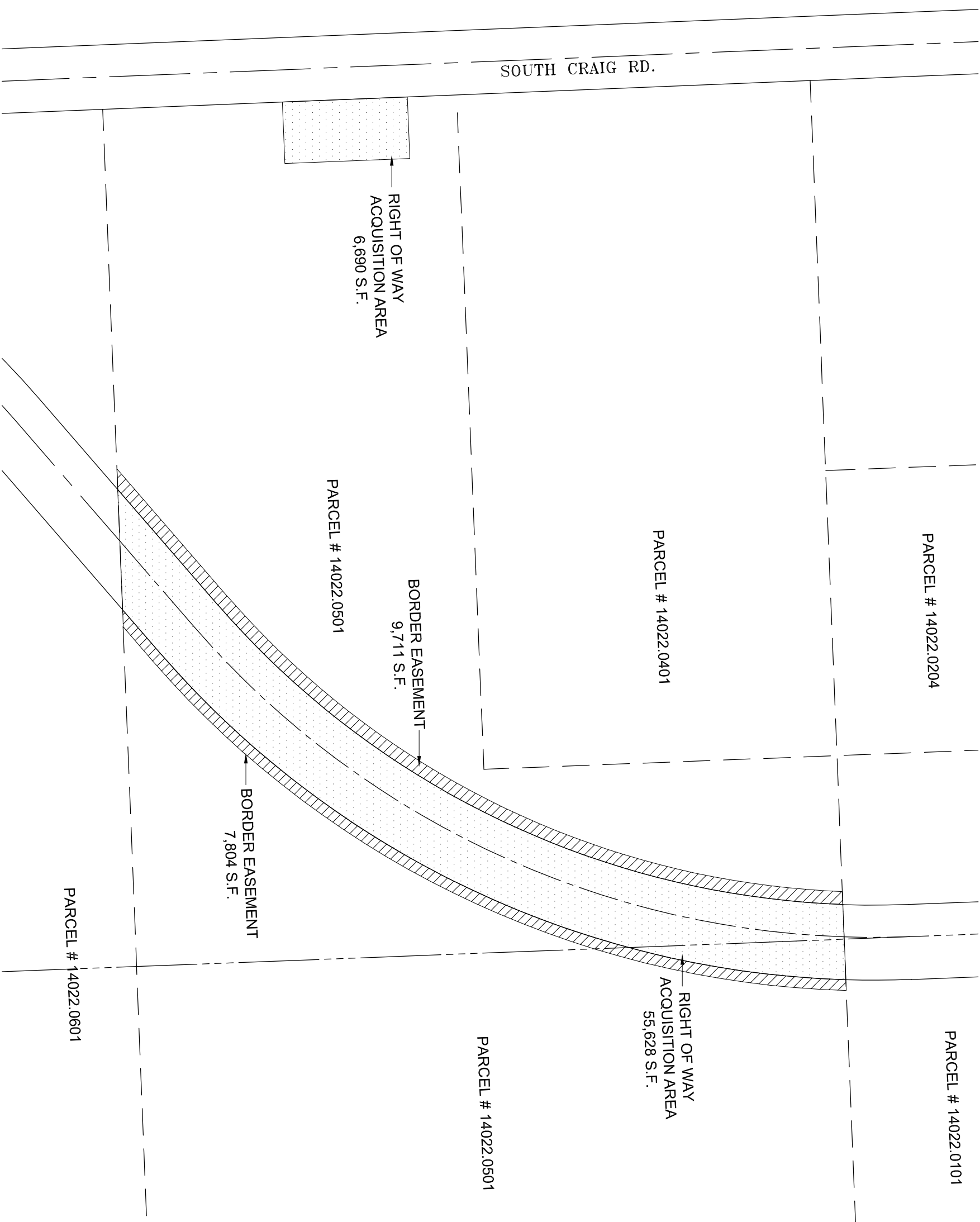
DATE: AUGUST 4, 2022

SHEET 3 OF 10

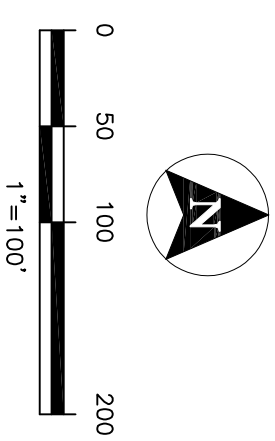
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0501



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 79,833 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

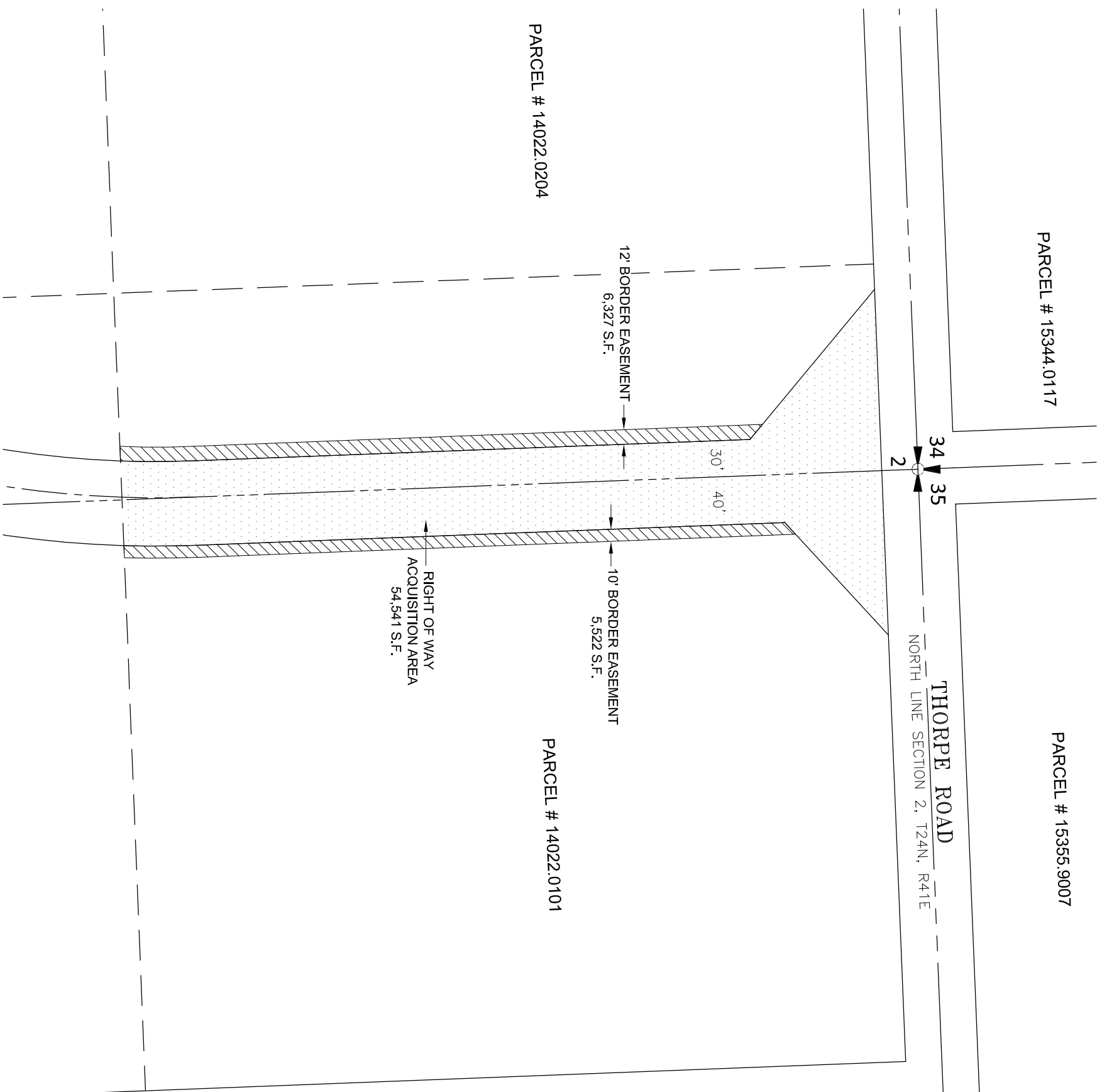
DATE: AUGUST 4, 2022

SHEET 4 OF 10

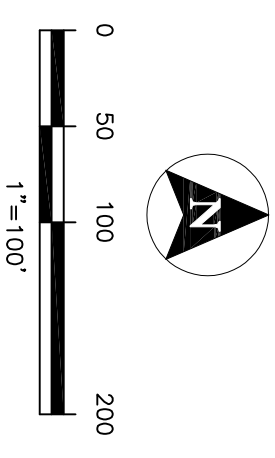
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #14022.0101



RIGHT OF WAY ACQUISITION & BORDER EASEMENT
TOTAL - 66,390 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

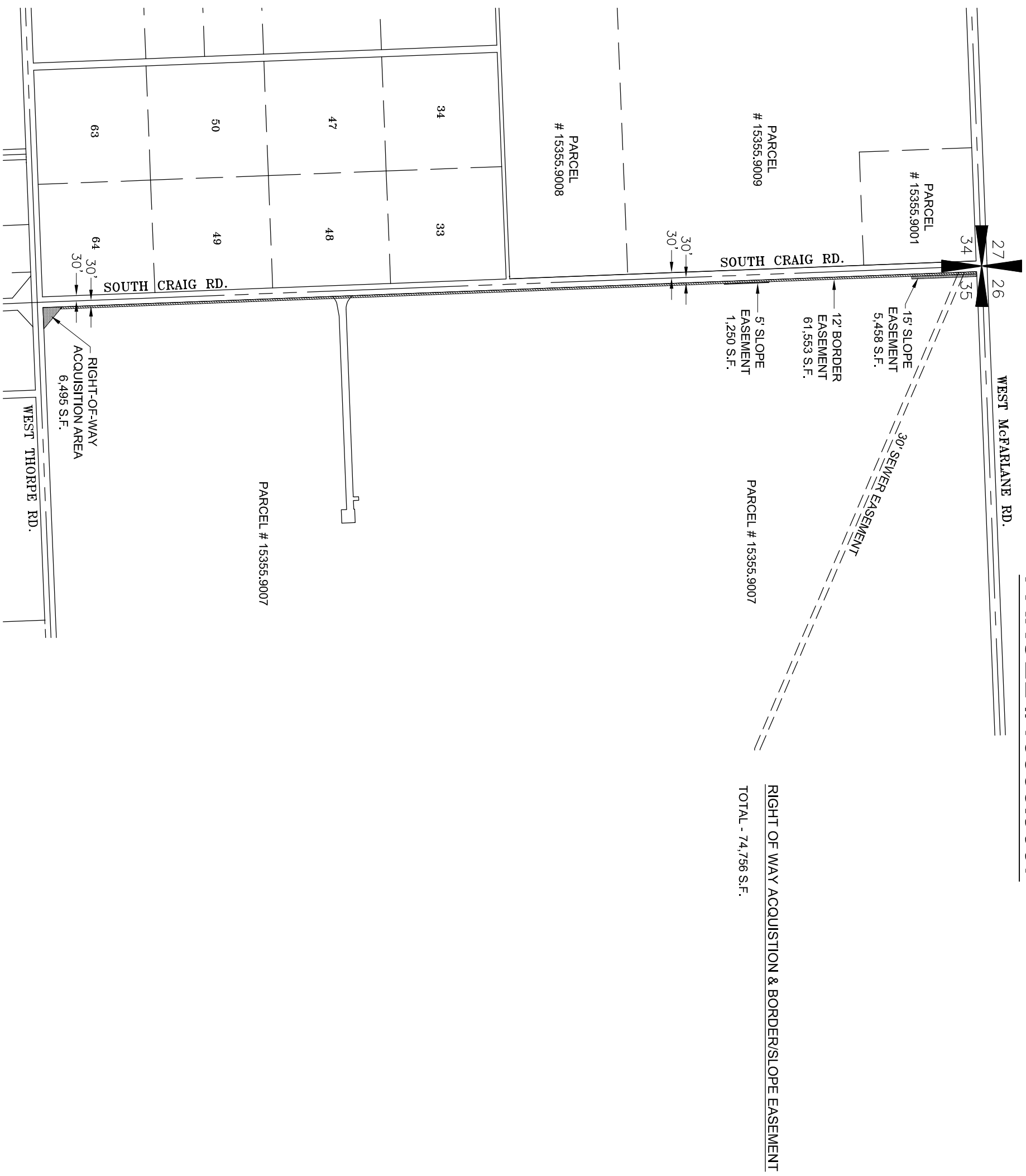
SHEET 5 OF 10



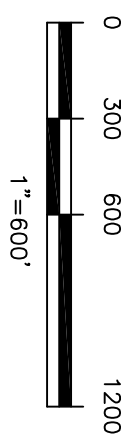
9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15355.9007



RIGHT OF WAY ACQUISITION & BORDER/SLOPE EASEMENT
TOTAL - 74,756 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 6 OF 10

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

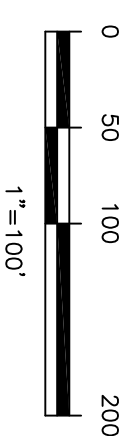
CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9008



BORDER/SLOPE EASEMENT

TOTAL - 8,037 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

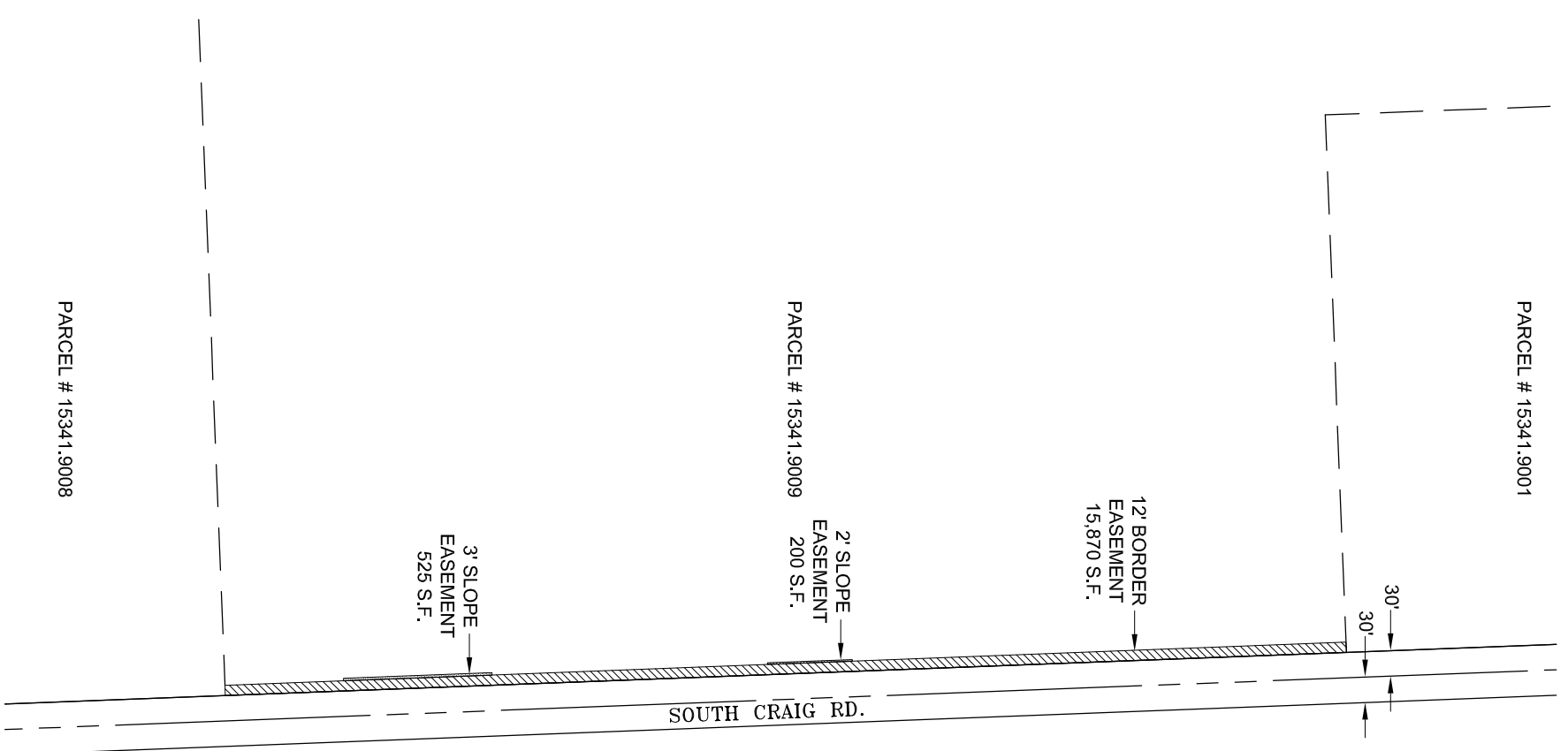
DATE: AUGUST 4, 2022

SHEET 7 OF 10

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

CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9009



BORDER/SLOPE EASEMENT
TOTAL - 16,595 S.F.



LEASEHOLDER:

SPOKANE AIRPORT

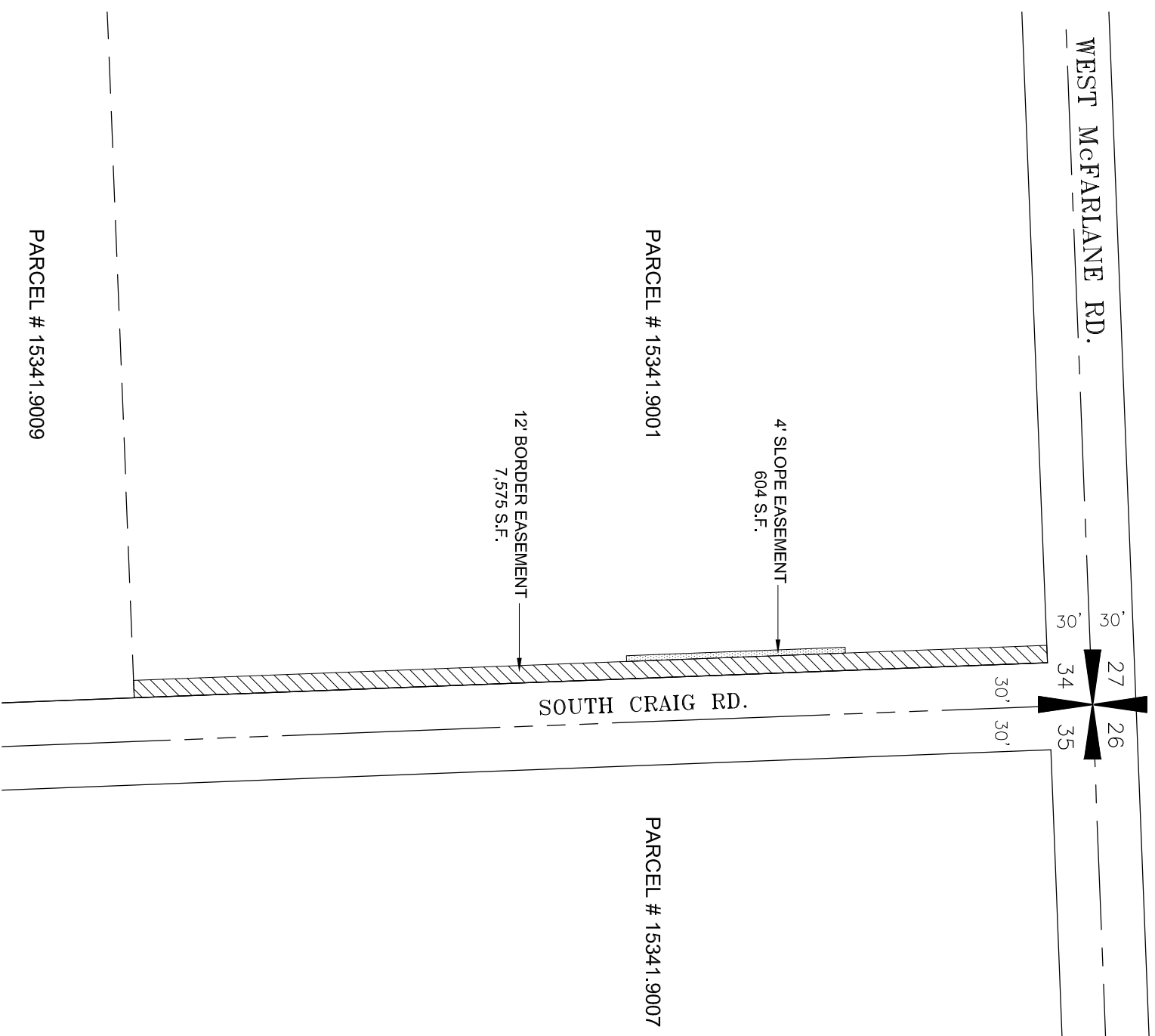
DATE: AUGUST 4, 2022

SHEET 8 OF 10

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

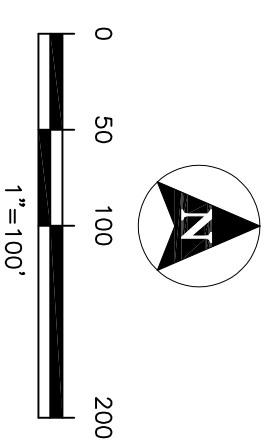
CRAIG ROAD BORDER & SLOPE EASEMENT EXHIBIT

PARCEL #15341.9001



BORDER/SLOPE EASEMENT

TOTAL - 8,179 S.F.



PARCEL # 15341.9009

PARCEL # 15341.9001

PARCEL # 15341.9007



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 9 OF 10

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

CRAIG ROAD RIGHT OF WAY ACQUISITION, BORDER & SLOPE EASEMENT EXHIBIT

TABLE SUMMARY

PARCEL NO.	RIGHT OF WAY ACQUISITION	BORDER EASEMENT	SLOPE EASEMENT	TOTAL
14025.9004	38,930 S.F.	39,057 S.F.	N/A	77,987 S.F.
14022.9002	23,747 S.F.	13,359 S.F.	N/A	37,106 S.F.
14022.0601	38,685 S.F.	9,964 S.F.	N/A	48,649 S.F.
14022.0501	62,318 S.F.	17,515 S.F.	N/A	79,833 S.F.
14022.0101	54,541 S.F.	11,849 S.F.	N/A	66,390 S.F.
15355.9007	6,495 S.F.	61,553 S.F.	6,708 S.F.	74,756 S.F.
15341.9008	N/A	7,935 S.F.	102 S.F.	8,037 S.F.
15341.9009	N/A	15,870 S.F.	725 S.F.	16,595 S.F.
15431.9001	N/A	7,575 S.F.	604 S.F.	8,179 S.F.
TOTAL	224,716 S.F.	184,677 S.F.	8,139 S.F.	417,532 S.F. (9.585 ACS.)



LEASEHOLDER:

SPOKANE AIRPORT

DATE: AUGUST 4, 2022

SHEET 10 OF 10

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

EXHIBIT A-3

LEGAL DESCRIPTION OF REAL PROPERTY

SEE ATTACHED.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14025.9004)
SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THE WEST 10 FEET OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6290480, RECORDS OF SPOKANE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M., ALSO BEING CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 10+00.00;

THENCE NORTH 02°16'21" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 99.90 FEET;

THENCE LEAVING SAID WEST LINE NORTH 87°43'39" EAST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST MARGIN OF SOUTH CRAIG ROAD, BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 10+99.90, AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°16'21" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 2552.46 FEET, TO A POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE CONTINUING ALONG SAID EAST MARGIN NORTH 02°19'24" WEST, A DISTANCE OF 1334.23 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE LEAVING SAID EAST MARGIN NORTH 87°49'36" EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 10.00 FEET, TO A POINT BEING 40.00 FEET EAST OF ENGINEER'S STATION 49+86.54;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.23 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE SOUTH 02°16'21" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 2565.14 FEET, TO A POINT ON THE NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 10+87.21;

THENCE NORTH 40°30'22" WEST, ALONG SAID NORTHEAST MARGIN, A DISTANCE OF 16.16 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT STATE ROUTE 902 RIGHT OF WAY.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 38,930 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.9002)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6658603, SPOKANE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 48.67 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 62+98.48;

THENCE SOUTH 02°19'24" EAST ALONG THE WEST LINE OF SAID PROPERTY AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 1321.36 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 49+86.57;

THENCE LEAVING SAID EAST MARGIN NORTH 87°49'36" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 10.00 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 02°19'24" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 955.82 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 27°12'28", FOR AN ARC DISTANCE OF 379.89 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+41.24;

THENCE SOUTH 87°33'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 98.52 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN SPOKANE COUNTY, STATE OF WASHINGTON.

CONTAINING 23,747 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.0601)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17, SAID CORNER BEING 61.43 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 63+23.96;

THENCE NORTH 02°19'24" WEST, ALONG THE WEST LINE OF SAID LOT 17 AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 95.26 FEET, TO A POINT BEING 107.11 FEET LEFT OF ENGINEER'S STATION 63+99.98;

THENCE LEAVING SAID EAST MARGIN SOUTH 63°36'02" EAST, A DISTANCE OF 77.19 FEET, TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 64+03.22;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 60°53'18" EAST 870.00 FEET, THROUGH A CENTRAL ANGLE OF 20°00'01", FOR AN ARC DISTANCE OF 303.69 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 111.33 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17, SAID POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 68+07.77;

THENCE NORTH 87°44'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 112.14 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 68+95.38;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 198.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 21°46'54", FOR AN ARC DISTANCE OF 304.13 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 17, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+77.11;

THENCE SOUTH 87°33'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 114.78 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 38,685 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREAS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0501)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 70 FEET IN WIDTH, LYING 30 FEET WESTERLY AND LYING 40 FEET EASTERLY OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND **THE TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND **THE TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID RIGHT OF WAY TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

TOGETHER WITH THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 02°19'24" WEST ALONG THE WEST LINE THEREOF AND THE EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 167.60 FEET TO A POINT BEING 383.99 FEET LEFT OF ENGINEER'S STATION 66+54.36, AND **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST MARGIN NORTH 02°19'24" WEST, A DISTANCE OF 116.50 FEET, TO A POINT BEING 473.55 FEET LEFT OF ENGINEER'S STATION 67+07.78;

THENCE LEAVING SAID EAST MARGIN NORTH 87°40'36" EAST, A DISTANCE OF 57.43 FEET, TO A POINT BEING 437.75 FEET LEFT OF ENGINEER'S STATION 67+52.67;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH THE SAID EAST MARGIN OF SOUTH CRAIG ROAD, A DISTANCE OF 116.50 FEET, TO A POINT BEING 346.76 FEET LEFT OF ENGINEER'S STATION 66+84.84;

THENCE SOUTH 87°40'36" WEST, A DISTANCE OF 57.43 FEET TO THE **TRUE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 62,319 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 14022.0101)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE NORTH 87°44'26" EAST, ALONG THE NORTH LINE THEREOF AND THE SOUTH MARGIN OF THORPE ROAD, A DISTANCE OF 21.05 FEET, TO A POINT BEING 150.16 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 82+71.56, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH MARGIN THROUGH THE FOLLOWING 2 COURSES:

1. NORTH 87°44'26" EAST, A DISTANCE OF 150.19 FEET;
2. NORTH 87°40'37" EAST, A DISTANCE OF 136.23 FEET, TO A POINT LYING 136.26 FEET RIGHT OF ENGINEER'S STATION 82+71.96;

THENCE LEAVING SAID SOUTH MARGIN SOUTH 47°16'22" WEST, A DISTANCE OF 126.62 FEET, TO A POINT LYING 40.00 FEET RIGHT OF ENGINEER'S STATION 81+89.70;

THENCE SOUTH 02°12'35" EAST, A DISTANCE OF 487.03 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 880.00 FEET, THROUGH A CENTRAL ANGLE OF 3°57'44", FOR AN ARC DISTANCE OF 60.85 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 76+44.58;

THENCE SOUTH 87°43'30" WEST, ALONG SAID SOUTH LINE OF LOT 5, A DISTANCE OF 70.19 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 76+39.47;

THENCE LEAVING SAID SOUTH LINE OF LOT 5 ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°53'56" WEST 810.00 FEET, THROUGH A CENTRAL ANGLE OF 4°18'39", FOR AN ARC DISTANCE OF 60.94 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH 02°12'35" WEST, A DISTANCE OF 460.88 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 81+63.55;

THENCE NORTH 50°15'30" WEST, A DISTANCE OF 161.57 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 54,541 SQUARE FEET, MORE OR LESS.

**DESCRIPTION FOR RIGHT OF WAY ACQUISITION AREA
(PORTION OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THORPE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 83+31.75;

THENCE NORTH $02^{\circ}12'24''$ WEST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 108.14 FEET, TO A POINT BEING 30.00 FEET EAST OF ENGINEER'S STATION 84+39.89;

THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH $50^{\circ}16'36''$ EAST, A DISTANCE OF 161.47 FEET, TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF THORPE ROAD, SAID POINT BEING 150.13 FEET RIGHT OF ENGINEER'S STATION 83+31.99;

THENCE SOUTH $87^{\circ}40'37''$ WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 120.13 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,496 SQUARE FEET, MORE OR LESS.

EXHIBIT B

FORM OF QUITCLAIM DEED

Filed for Record at Request of and
copy returned to:

Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

DOCUMENT TITLE:	QUITCLAIM DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	COUNTY OF SPOKANE
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	Portions of: 14025.9004; 14022.9002; 14022.0601; 14022.0501; 14022.0101; 15355.9007; 15341.9008; 15341.9009; and 15341.9001

QUITCLAIM DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor"), for and in consideration of Ten Dollars (\$10.00) in hand paid, hereby conveys and quit claims to SPOKANE COUNTY, a political subdivision of the State of Washington ("Grantee"), all of Grantor's right, title and interest in and to that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property"), under the imminent threat of Grantee's exercise of its rights of Eminent Domain.

TO HAVE AND TO HOLD the same, unto the said Spokane County for the purposes of a public road forever.

Grantor's donation of portions of parcel numbers 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009; and 15341.9001 to Grantee, is made voluntarily and with full knowledge of Grantor's entitlement to receive just compensation therefore. Grantor hereby waives Grantee's requirement of obtaining an appraisal for the Property, if required.

DATED effective the ____ day of _____, 20__.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
QUITCLAIM DEED

GRANTOR:

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

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

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 20____, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Quitclaim Deed
Legal Description of Property

[To be inserted.]

EXHIBIT C

FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

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

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	SPOKANE COUNTY
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	[*]

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by SPOKANE COUNTY, a political subdivision of the State of Washington ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

RECITALS

A. Grantor is the owner of fee simple title to real property consisting of approximately: Two Hundred Twenty Four Thousand Seven Hundred Eighteen (224,718) square feet of real property, all of which is approximately 5.1588 acres generally located near, abutting or adjacent to South Craig Road, south of West McFarlane Road, and north of West Medical Lake Road (Highway 902) in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page and acknowledgements follow]

[remainder of page left intentionally blank]

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D

FORM OF BORDER EASEMENT(S)

SEE ATTACHED.

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 & SW1/4 of Section 5, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14025.9004

CRP 3284 – Craig Road Project – Map No. 1

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14025.9004

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would

obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT “A”
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 1-Spokane Airport Board-14025.9004\Border Easement-With
Donation Language.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 14025.9004)
SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE EAST 10 FEET OF THE WEST 20 FEET OF THE PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6290480, RECORDS OF SPOKANE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M., ALSO BEING CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 10+00.00;

THENCE NORTH 02°16'21" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 87.21 FEET;

THENCE LEAVING SAID WEST LINE NORTH 87°43'39" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 10+87.21, AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°16'21" WEST, PARALLEL TO SAID WEST LINE OF SECTION 2, A DISTANCE OF 2565.14 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE NORTH 02°19'24" WEST, PARALLEL TO SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.23 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 87°49'36" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 49+86.51;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 1334.21 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 36+52.35;

THENCE SOUTH 02°16'21" EAST, PARALLEL WITH SAID WEST LINE OF SECTION 2, A DISTANCE OF 2577.83 FEET, TO A POINT ON SAID NORTHEAST MARGIN OF STATE ROUTE 902 AND SOUTH CRAIG ROAD RIGHT OF WAY, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 10+74.52;

THENCE NORTH 40°30'22" WEST, ALONG SAID NORTHEAST MARGIN, A DISTANCE OF 16.16 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT STATE ROUTE 902 RIGHT OF WAY.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

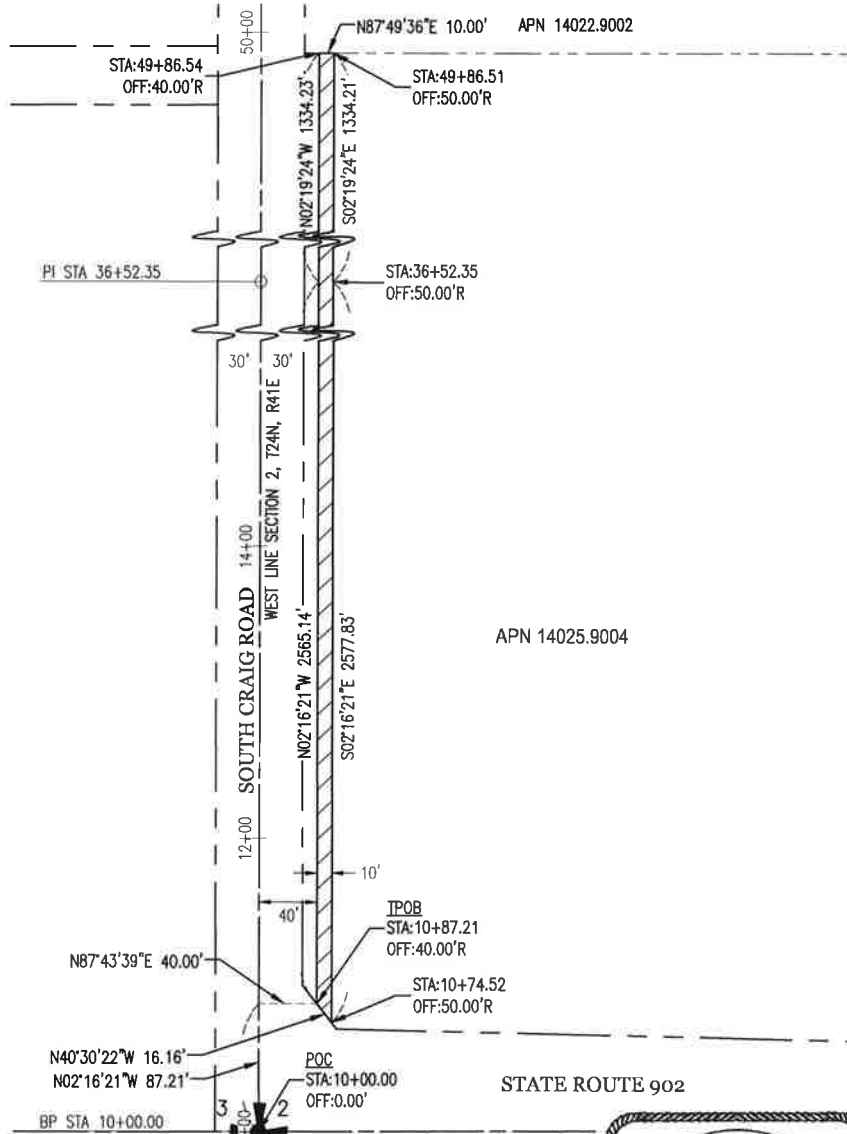
CONTAINING 39,057 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT

SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.

SPOKANE COUNTY, WASHINGTON



APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
---	RIGHT OF WAY LINE
---	BORDER EASEMENT LINE
---	BORDER EASEMENT ALIGNMENT LINE
---	PARCEL LINE
---	SECTION LINE
	BORDER EASEMENT AREA



3/26/2022

Parametrix 1 INCH = 100 FEET 	AREA TABLE BORDER EASEMENT = 39,057 SQ. FT	EXHIBIT B EASEMENT EXHIBIT APN 14025.9004
		DATE: Mar 26, 2022
	FILE: ACQ-14025-9004	

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.9002

CRP 3284 – Craig Road Project – Map No. 3

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of Portion of 14022.9002

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 4-Spokane Airport Board-14022.0601\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 14022.9002)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 10-FOOT WIDE EASEMENT THROUGH THAT PORTION OF PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6658603, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 48.67 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 62+98.48;

THENCE NORTH 87°33'32" EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 98.52 FEET, TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 63+41.24, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 65°06'57" EAST 800.00 FEET, THROUGH A CENTRAL ANGLE OF 27°12'28", FOR AN ARC DISTANCE OF 379.89 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE SOUTH 02°19'24" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 955.82 FEET, TO A POINT ON THE SOUTH LINE OF SAID PROPERTY, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 49+86.54;

THENCE NORTH 87°49'36" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 49+86.51;

THENCE NORTH 02°19'24" WEST, PARALLEL WITH SAID NORTHWEST QUARTER, A DISTANCE OF 955.85 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 59+42.36;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 27°34'59", FOR AN ARC DISTANCE OF 380.32 FEET, TO A POINT ON THE NORTH LINE OF SAID PROPERTY, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 63+46.75;

THENCE SOUTH 87°33'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 11.28 FEET TO THE **TRUE POINT OF BEGINNING**.

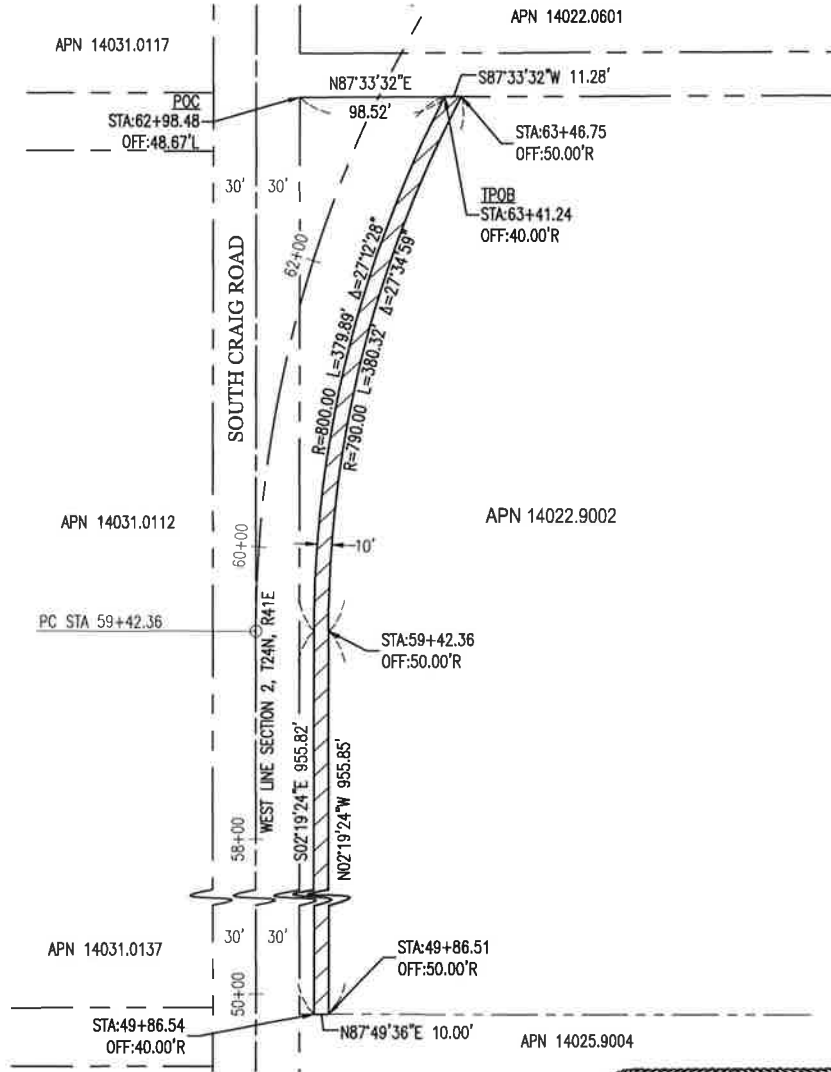
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 13,359 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT

NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



LEGEND	
APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
---	RIGHT OF WAY LINE
---	BORDER EASEMENT LINE
---	BORDER EASEMENT ALIGNMENT LINE
---	PROPERTY LINE
---	SECTION LINE
	BORDER EASEMENT AREA



3/26/2022

<p>1 INCH = 100 FEET</p> <p>0 50 100</p>	<p>AREA TABLE</p> <p>BORDER EASEMENT = 13,359 SQ. FT</p>	<p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 14022.9002</p>
	<p>DATE: Mar 26, 2022</p> <p>FILE: ACQ-14022-9002</p>	

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0601

CRP 3284 – Craig Road Project – Map No. 4

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0601

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 4-Spokane Airport Board-14022.0601\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0601)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 17, THENCE NORTH 87°44'13" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 335.47 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 67+92.75, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 87°44'13" EAST, A DISTANCE OF 19.22 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 68+07.77;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 111.33 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 870.00 FEET, THROUGH A CENTRAL ANGLE OF 20°00'01", FOR AN ARC DISTANCE OF 303.69 FEET, TO A POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 64+03.22;

THENCE NORTH 63°36'02" WEST, A DISTANCE OF 12.01 FEET, TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 42.00 FEET LEFT OF ENGINEER'S STATION 64+02.68;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 60°55'31" EAST 882.00 FEET, THROUGH A CENTRAL ANGLE OF 20°02'14", FOR AN ARC DISTANCE OF 308.45 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 96.31 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 4,918 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 10-FOOT WIDE EASEMENT THROUGH THAT PORTION OF LOTS 17 AND 18 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 17, THENCE NORTH 87°33'32" EAST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 114.78 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 63+77.11, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 62°40'10" EAST 800.00 FEET, THROUGH A CENTRAL ANGLE OF 21°46'54", FOR AN ARC DISTANCE OF 304.13 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE NORTH 49°06'43" EAST, A DISTANCE OF 198.94 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 17, SAID POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 68+95.38;

THENCE NORTH 87°44'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 16.02 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 69+07.89;

THENCE LEAVING SAID NORTH LINE SOUTH 49°06'43" WEST, A DISTANCE OF 211.45 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 66+96.44;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 21°21'57", FOR AN ARC DISTANCE OF 294.59 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 17, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 63+83.20;

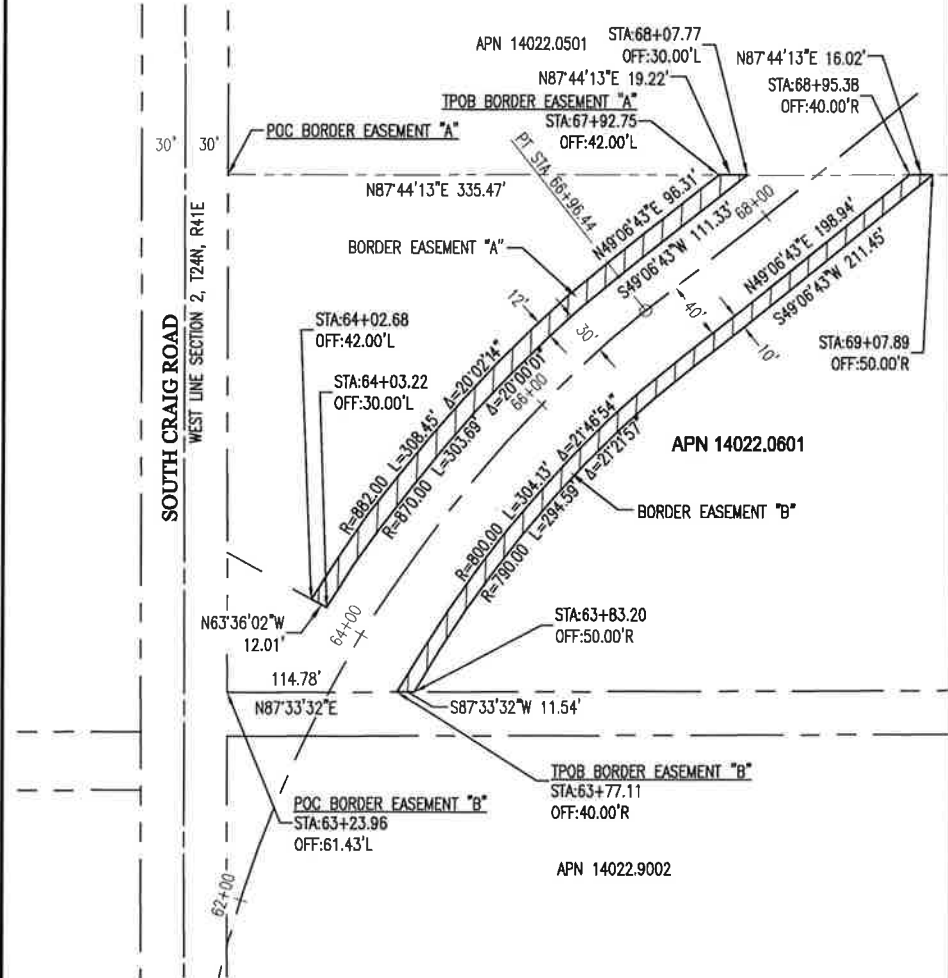
THENCE SOUTH 87°33'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 11.54 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 5,045 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



LEGEND	
APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
---	EXISTING RIGHT OF WAY LINE
---	PROPOSED RIGHT OF WAY LINE
---	BORDER EASEMENT LINE
---	BORDER EASEMENT ALIGNMENT LINE
---	PROPERTY LINE
---	SECTION LINE
	BORDER EASEMENT AREA



04/29/2022

Parametrix 1 INCH = 100 FEET 0 50 100	AREA TABLE BORDER EASEMENT "A" = 4,918 SQ. FT BORDER EASEMENT "B" = 5,045 SQ. FT.	EXHIBIT B EASEMENT EXHIBIT APN 14022.0601
	DATE: Apr 29, 2022 FILE: 4-14022-0601	SHEET 1 OF 1

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0501

CRP 3284 – Craig Road Project – Map No. 5

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0501

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 5-Spokane Airport Board-14022.0501\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 14022.0501)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT BEING THE WESTERLY 12 FEET OF THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 42 FEET IN WIDTH, LYING WESTERLY OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 9,711 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 10-FOOT WIDE EASEMENT BEING THE EASTERLY 10 FEET OF THAT PORTION OF LOTS 10 THROUGH 16 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, SAID PORTION BEING 50 FEET IN WIDTH, LYING EASTERLY OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 87°44'13" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 402.75 FEET TO A POINT ON 'LINE A' OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD AT ENGINEER'S STATION 68+45.32, AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE OF LOT 16 NORTH 49°06'43" EAST, A DISTANCE OF 104.94 FEET TO A TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING AT ENGINEER'S STATION 69+50.26;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, THROUGH A CENTRAL ANGLE OF 47°10'03", FOR AN ARC DISTANCE OF 691.51 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 LYING NORTH 87°43'30" EAST 169.03 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING AT ENGINEER'S STATION 76+41.77, AND THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

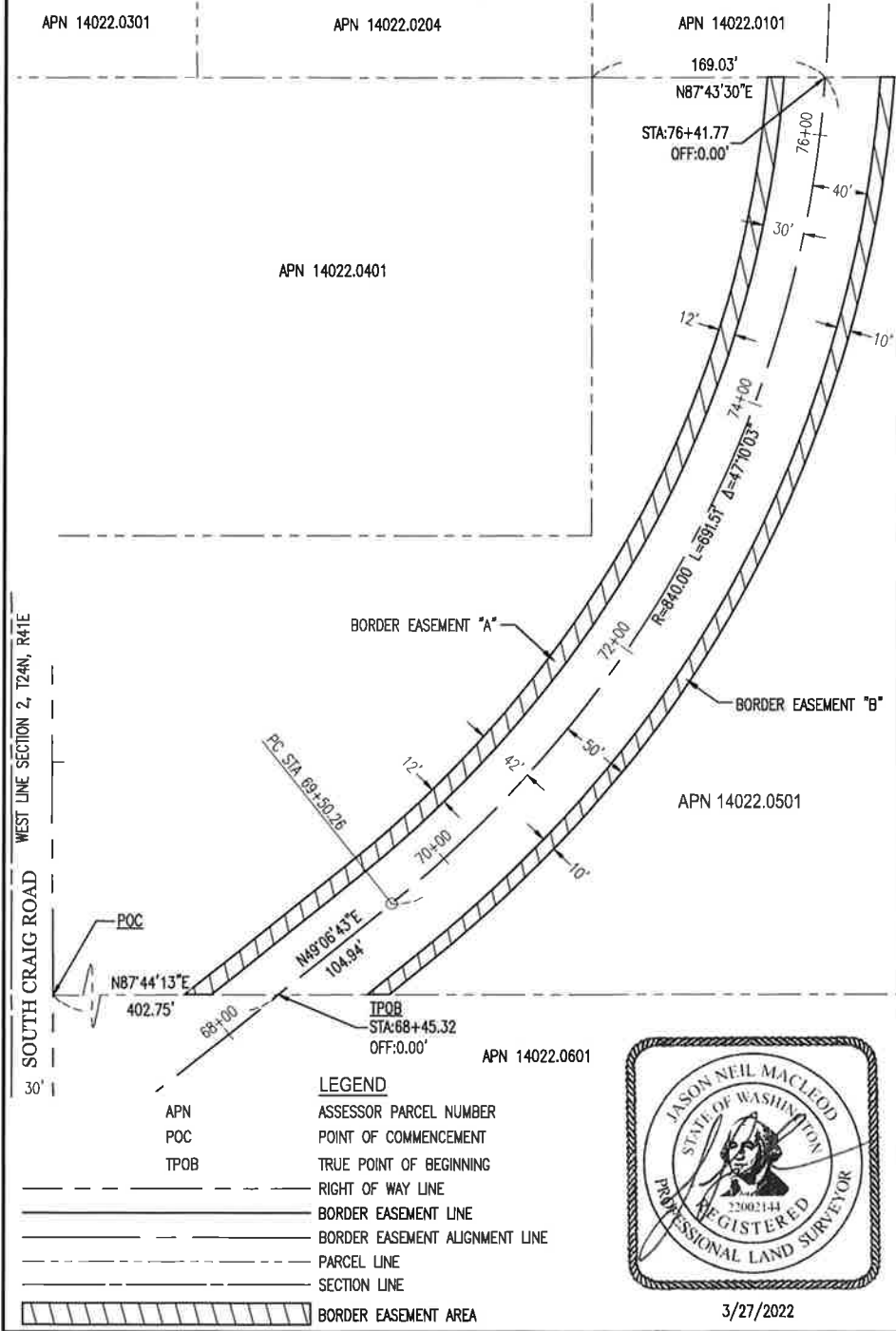
THE SIDE LINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO THE NORTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF SAID LOT 16.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,805 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



- LEGEND**
- APN ASSESSOR PARCEL NUMBER
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING
 - RIGHT OF WAY LINE
 - BORDER EASEMENT LINE
 - BORDER EASEMENT ALIGNMENT LINE
 - PARCEL LINE
 - SECTION LINE
 - ▨ BORDER EASEMENT AREA



3/27/2022

<p>1 INCH = 100 FEET</p> <p>0 50 100</p>	<p>AREA TABLE</p> <p>BORDER EASEMENT "A" = 9,711 SQ. FT</p> <p>BORDER EASEMENT "B" = 7,805 SQ. FT.</p>	<p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 14022.0501</p>
	<p>DATE: Mar 27, 2022</p> <p>FILE: ACQ-14022-0501</p>	

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NW1/4 of Section 2, Township 24 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 14022.0101

CRP 3284 – Craig Road Project – Map No. 6

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 14022.0101

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT “A”
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 6-Spokane Airport Board-14022.0101\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENTS
(PORTION OF ASSESSOR PARCEL NO. 14022.0101)
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

BORDER EASEMENT A

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 87°43'30" EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 126.90 FEET, TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 76+38.50, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°49'58" WEST 798.00 FEET, THROUGH A CENTRAL ANGLE OF 4°22'36", FOR AN ARC DISTANCE OF 60.96 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH 02°12'35" WEST, A DISTANCE OF 471.66 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 81+74.33;

THENCE SOUTH 50°15'30" EAST, A DISTANCE OF 16.14 FEET, TO A POINT BEING 30.00 LEFT OF ENGINEER'S STATION 81+63.55;

THENCE SOUTH 02°12'35" EAST, A DISTANCE OF 460.88 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 30.00 FEET LEFT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 810.00 FEET, THROUGH A CENTRAL ANGLE OF 4°18'39", FOR AN ARC DISTANCE OF 60.94 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING 30.00 FEET LEFT OF ENGINEER'S STATION 76+39.47;

THENCE SOUTH 87°43'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 12.04 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,327 SQUARE FEET, MORE OR LESS.

BORDER EASEMENT B

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION LOTS 5 AND 6 OF CRAIG GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "O" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH $87^{\circ}43'30''$ EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 209.13 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID POINT OF CURVE BEING 40.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 76+44.58, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH $88^{\circ}14'51''$ WEST 880.00 FEET, THROUGH A CENTRAL ANGLE OF $3^{\circ}57'44''$, FOR AN ARC DISTANCE OF 60.85 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE NORTH $02^{\circ}12'35''$ WEST, A DISTANCE OF 487.03 FEET, TO A POINT BEING 40.00 FEET RIGHT OF ENGINEER'S STATION 81+89.70;

THENCE NORTH $47^{\circ}16'22''$ EAST, A DISTANCE OF 13.15 FEET, TO A POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 81+98.24;

THENCE SOUTH $02^{\circ}12'35''$ EAST, A DISTANCE OF 495.57 FEET TO A TANGENT CURVE TO THE RIGHT, SAID POINT OF CURVE BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 77+02.67;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 890.00 FEET, THROUGH A CENTRAL ANGLE OF $3^{\circ}55'00''$, AN ARC DISTANCE OF 60.84 FEET, TO A POINT ON SAID SOUTH LINE OF LOT 5, SAID POINT BEING 50.00 FEET RIGHT OF ENGINEER'S STATION 76+45.25;

THENCE SOUTH $87^{\circ}43'30''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.02 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

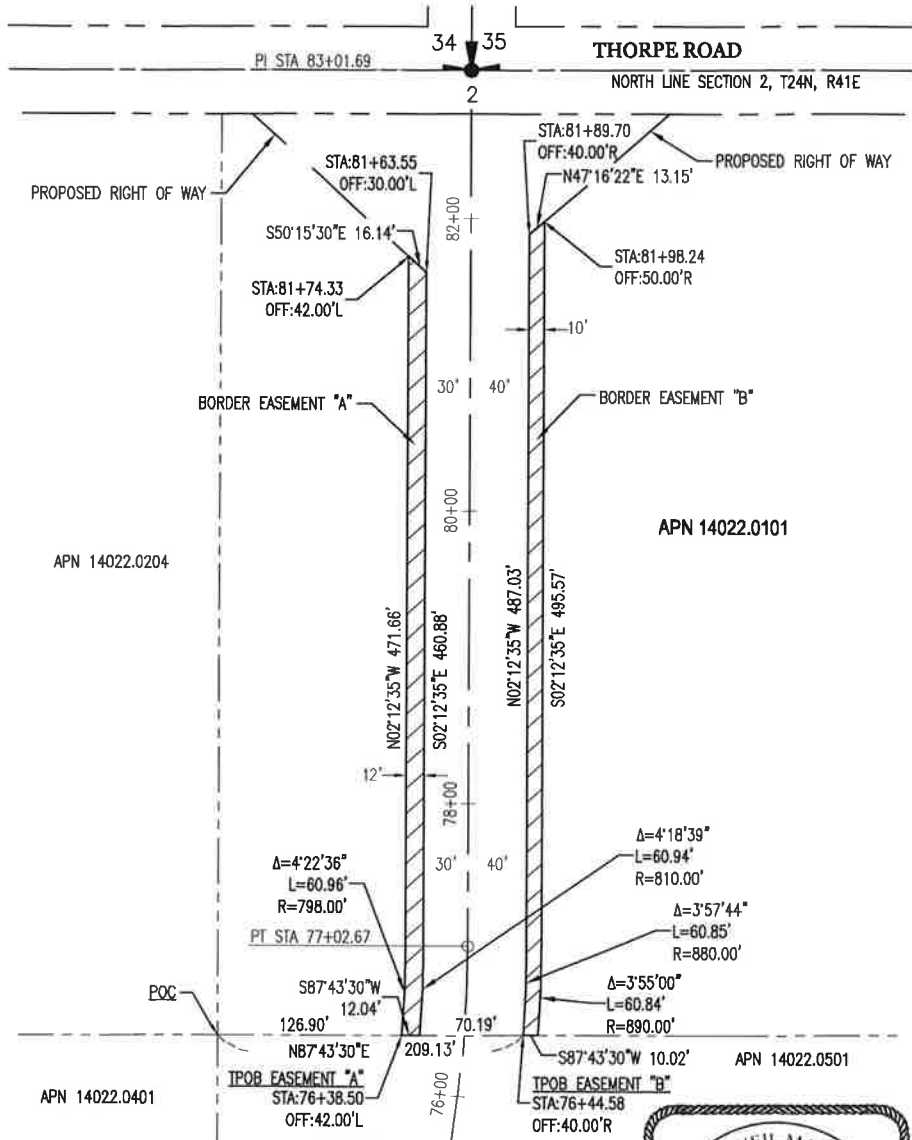
CONTAINING 5,521 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON

APN 15344.0117

APN 15355.9007



LEGEND

- APN ASSESSOR PARCEL NUMBER
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- RIGHT OF WAY LINE
- BORDER EASEMENT LINE
- BORDER EASEMENT ALIGNMENT LINE
- SECTION LINE
- PARCEL LINE
- ▨ BORDER EASEMENT AREA



04/29/2022

Parametrix



1 INCH = 100 FEET
0 50 100

AREA TABLE

BORDER EASEMENT "A" = 6,327 SQ. FT
BORDER EASEMENT "B" = 5,521 SQ. FT.

EXHIBIT B

EASEMENT EXHIBIT
APN 14022.0101

DATE: Apr 29, 2022

SHEET 1 OF 1

FILE: 6-14022-0101

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): The City of Spokane and County of Spokane
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 & SE1/4 of Section 35, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 6
Assessor's Tax Parcel No(s): Portion of 15355.9007

CRP 3284 – Craig Road Project – Map No. 8

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane, a municipal corporation and County of Spokane, a Political subdivision of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15355.9007

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

Spokane County shall indemnify, defend and hold harmless Grantors, its officers and employees, successors and assigns from all claims, demands, or suits in law or equity arising from the Grantee's intentional or negligent acts or inactions or breach of its obligations under this Agreement. Grantee's duty to indemnify shall not apply to loss or liability caused by the willful misconduct or negligent acts of Grantors, its officers and employees, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 8-Spokane Airport Board-15355.9007\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 12-FOOT WIDE EASEMENT THROUGH THAT PORTION OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 5123.98 FEET, TO A POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 84+39.89;

THENCE LEAVING SAID EAST RIGHT OF WAY SOUTH 50°16'36" EAST, A DISTANCE OF 16.13 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 84+29.12;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 5134.76 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87;

THENCE SOUTH 87°48'20" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

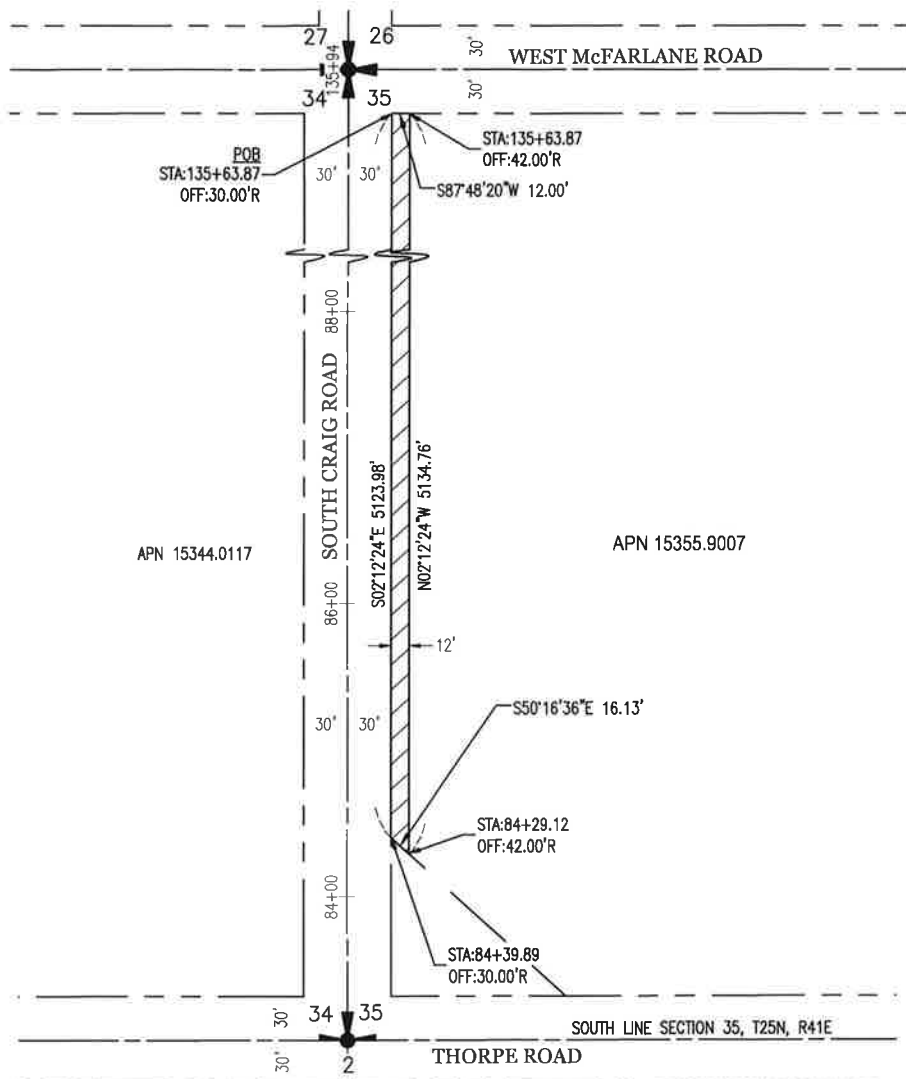
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 61,552 SQUARE FEET, MORE OR LESS.


EXHIBIT B

BORDER EASEMENT EXHIBIT


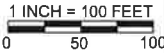
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



	LEGEND	APN 14022.0101
APN	ASSESSOR PARCEL NUMBER	
POB	POINT OF BEGINNING	
	EXISTING RIGHT OF WAY LINE	
	PROPOSED RIGHT OF WAY LINE	
	BORDER EASEMENT LINE	
	BORDER EASEMENT ALIGNMENT LINE	
	SECTION LINE	
	PARCEL LINE	
	BORDER EASEMENT AREA	



03/27/2022

Parametrix  1 INCH = 100 FEET 	AREA TABLE BORDER EASEMENT = 61,552 SQ. FT	EXHIBIT EASEMENT EXHIBIT APN 15355.9007 DATE: Mar 27, 2022 SHEET 1 OF 1 FILE: ACQ-15355-9007
--	--	--

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9008

CRP 3284 – Craig Road Project – Map No. 9

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of Portion of 15341.9008

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created

by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

Dated this _____ day of _____, 20_____.

Our donation of parcel number 15341.9008, or portion thereof, to Spokane County, a political subdivision of the State of Washington, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. We hereby waive Spokane County’s requirement of obtaining an appraisal for the acquired property, if required.

GRANTOR:

Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane

By: _____ Date _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

This record was acknowledged before me on _____ by _____ as _____

of the Spokane Airport Board, a joint operation of the City of Spokane and County of Spokane.

Name: _____
Notary Public in and for the State of Washington
Residing in _____
My commission expires: _____

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 9-Spokane Airport Board-15341.9008\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9008)
SECTION 34 TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

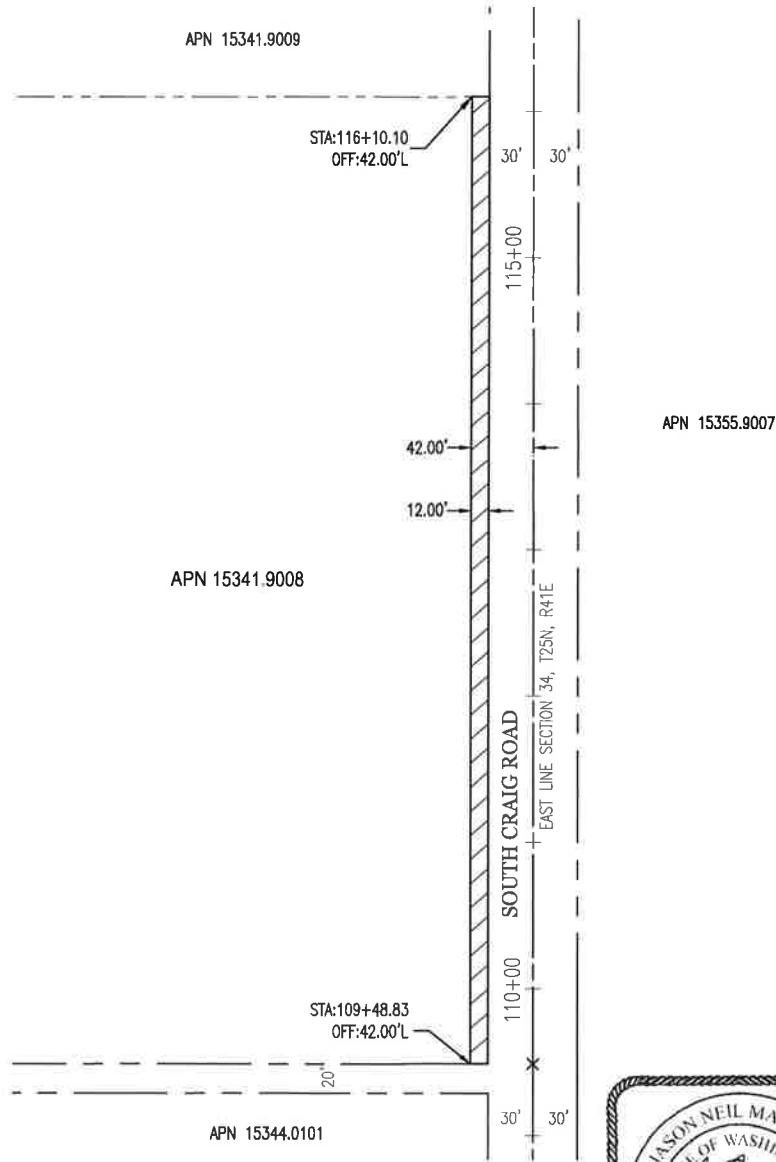
THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.

THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 109+48.83 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 116+10.10.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,935 SQUARE FEET, MORE OR LESS.

EXHIBIT B
BORDER EASEMENT EXHIBIT
NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



LEGEND

APN	ASSESSOR PARCEL NUMBER
---	RIGHT OF WAY LINE
---	SECTION LINE
---	RIGHT OF WAY ACQUISITION LINE
---	PARCEL LINE
▨	RIGHT OF WAY ACQUISITION AREA



03/27/2022

Parametrix 1 INCH = 100 FEET 0 50 100	AREA TABLE BORDER EASEMENT = 7,935 SQ. FT	EXHIBIT B EASEMENT EXHIBIT APN 15341.9008
	DATE: Mar 27, 2022	SHEET 1 OF 1
FILE: 9-15341-9008		

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9009

CRP 3284 – Craig Road Project – Map No. 10

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9009

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created

by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 10-Spokane Airport Board-15341.9009\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9009)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;

EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

ALSO EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34;

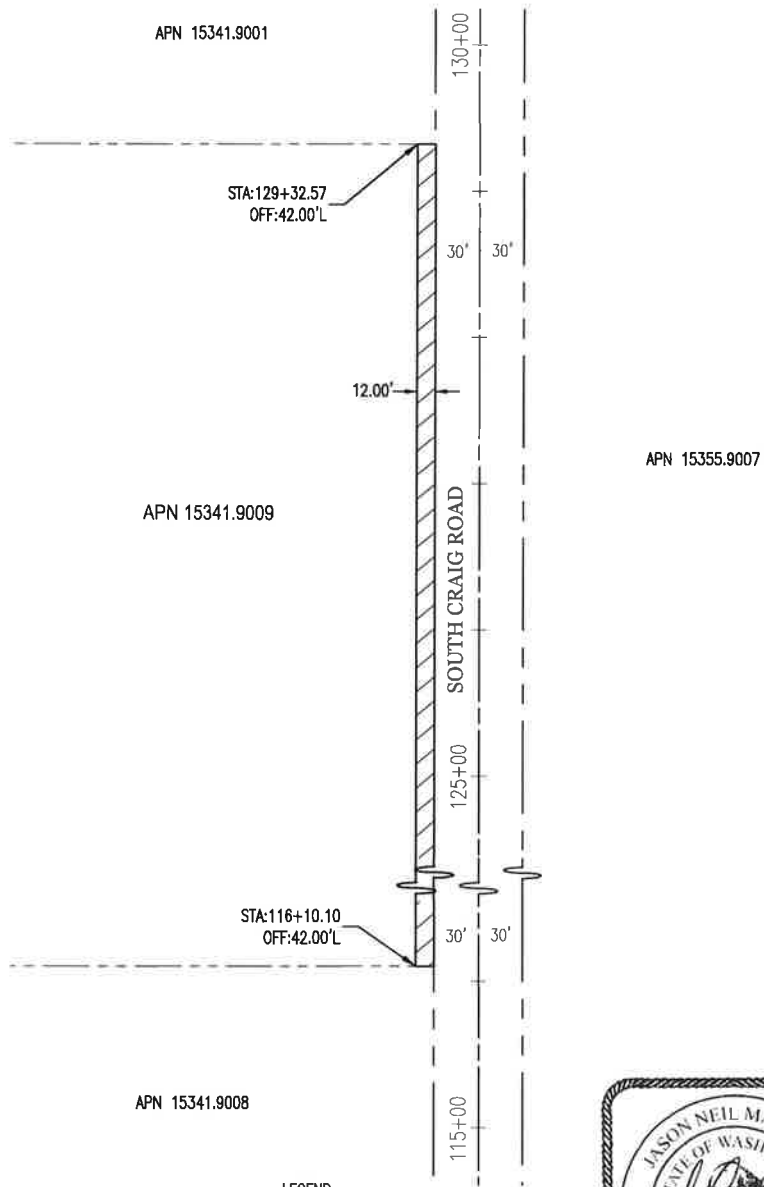
THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 116+10.10 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 129+32.57.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.


CONTAINING 15,870 SQUARE FEET, MORE OR LESS.

EXHIBIT B

BORDER EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



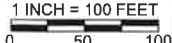


LEGEND

APN	ASSESSOR PARCEL NUMBER
-----	RIGHT OF WAY LINE
-----	SECTION LINE
-----	BORDER EASEMENT LINE
-----	PARCEL LINE
	BORDER EASEMENT AREA



03/28/2022

  1 INCH = 100 FEET 	AREA TABLE BORDER EASEMENT = 15,870 SQ. FT	EXHIBIT B EASEMENT EXHIBIT APN 15341.9009
	DATE: Mar 29, 2022 FILE: 10-15341-9009	SHEET 1 OF 1

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9001

CRP 3284 – Craig Road Project – Map No. 11

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION BORDER EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane and Spokane County, for Spokane Airport, by and through its Airport Board, a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9001

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other

easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement and the agreements and duties provided for herein shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

Spokane County shall maintain all public improvements within the easement area, including but not limited to, drainage inlets, grates, pipes, and drywells used for public purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
BORDER EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 11-Spokane Airport Board-15241.9001\Border Easement.docx

EXHIBIT A
DESCRIPTION FOR BORDER EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9001)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;

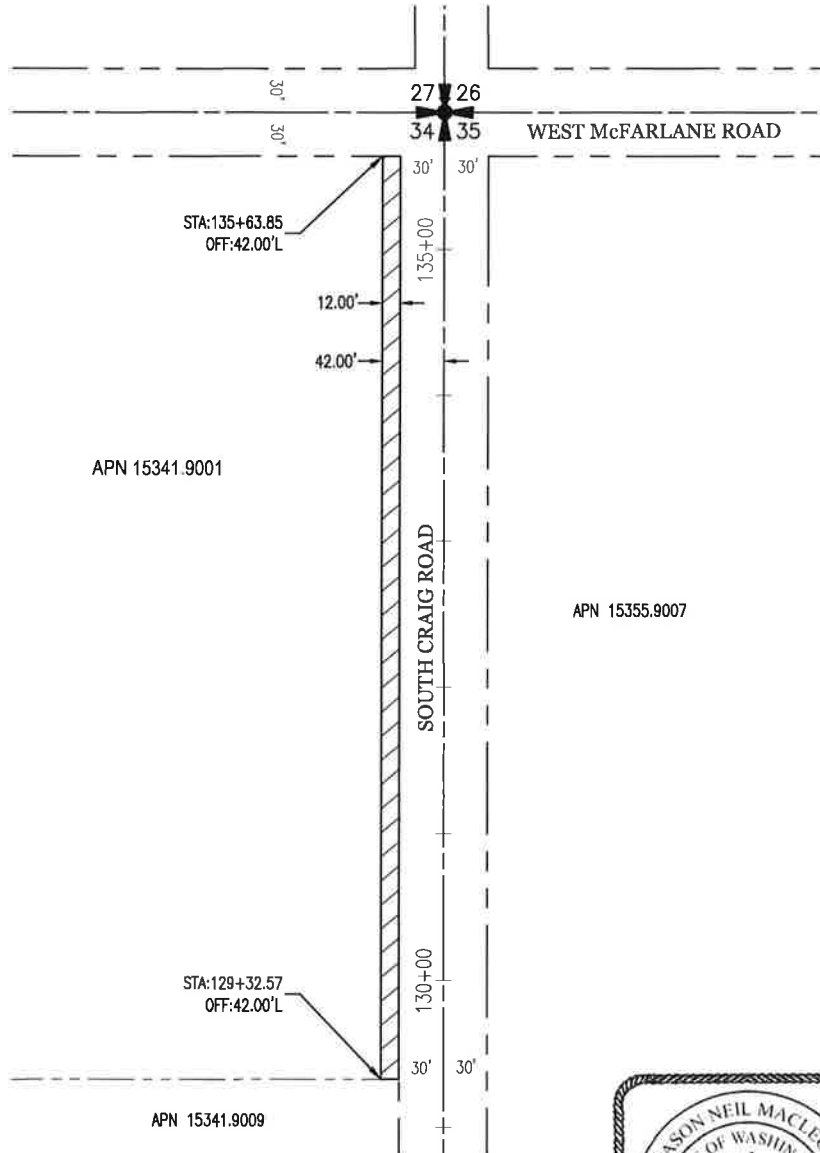
EXCEPT MCFARLANE ROAD;

THE WEST LINE OF SAID 12-FOOT BORDER EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 129+32.57 TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 135+63.85.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 7,575 SQUARE FEET, MORE OR LESS.

EXHIBIT B
BORDER EASEMENT EXHIBIT
NORTHEAST QUARTER SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



	LEGEND
APN	ASSESSOR PARCEL NUMBER
---	RIGHT OF WAY LINE
---	SECTION LINE
---	BORDER EASEMENT LINE
---	PARCEL LINE
	BORDER EASEMENT AREA



03/31/2022

<p>1 INCH = 100 FEET</p> <p>0 50 100</p>	<p>AREA TABLE</p> <p>BORDER EASEMENT = 7,575 SQ. FT</p>	<p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15341.9001</p>
	<p>DATE: Mar 31, 2022</p> <p>FILE: 11-15341-9001</p>	<p>SHEET 1 OF 1</p>

EXHIBIT E

FORM OF SLOPE EASEMENT(S)

SEE ATTACHED.

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): The City of Spokane and County of Spokane
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 & SE1/4 of Section 35, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 6
Assessor's Tax Parcel No(s): Portion of 15355.9007

CRP 3284 – Craig Road Project – Map No. 8

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 "S" & 69 "O"

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane, a municipal corporation and County of Spokane, a Political subdivision of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15355.9007

See Attached Legal Description as Exhibit "A."

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe

and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 8-Spokane Airport Board-15355.9007\Slope Easement.docx

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 15355.9007)
SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 5-FOOT WIDE EASEMENT THROUGH THAT PORTION OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 1163.87 FEET, TO A POINT BEING 30 FEET RIGHT OF ENGINEER'S STATION 124+00.00;

THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°47'36" EAST, A DISTANCE OF 12.00 FEET TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 124+00.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 87°47'36" EAST, A DISTANCE OF 5.00 FEET, TO A POINT BEING 47.00 FEET RIGHT OF ENGINEER'S STATION 124+00.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 250.00 FEET, TO A POINT BEING 47.00 FEET RIGHT OF ENGINEER'S STATION 121+50.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 5.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 121+50.00;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A 15-FOOT WIDE EASEMENT THROUGH A PORTION OF SAID SECTION 35 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD AND THE EAST RIGHT OF WAY LINE OF CRAIG ROAD, SAID INTERSECTION POINT BEING 30.00 FEET RIGHT OF CRP 3284 (COUNTY ROAD PROJECT NO.3284) CRAIG ROAD ENGINEER'S STATION 135+63.87;

THENCE NORTH 87°48'20" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF McFARLANE ROAD, A DISTANCE OF 12.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°48'20" EAST, A DISTANCE OF 15.00 FEET, TO A POINT BEING 57.00 FEET RIGHT OF ENGINEER'S STATION 135+63.87;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 363.87 FEET, TO A POINT BEING 57.00 FEET RIGHT OF ENGINEER'S STATION 132+00.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 15.00 FEET, TO A POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 132+00.00;

THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 363.87 FEET TO THE **TRUE POINT OF BEGINNING**.

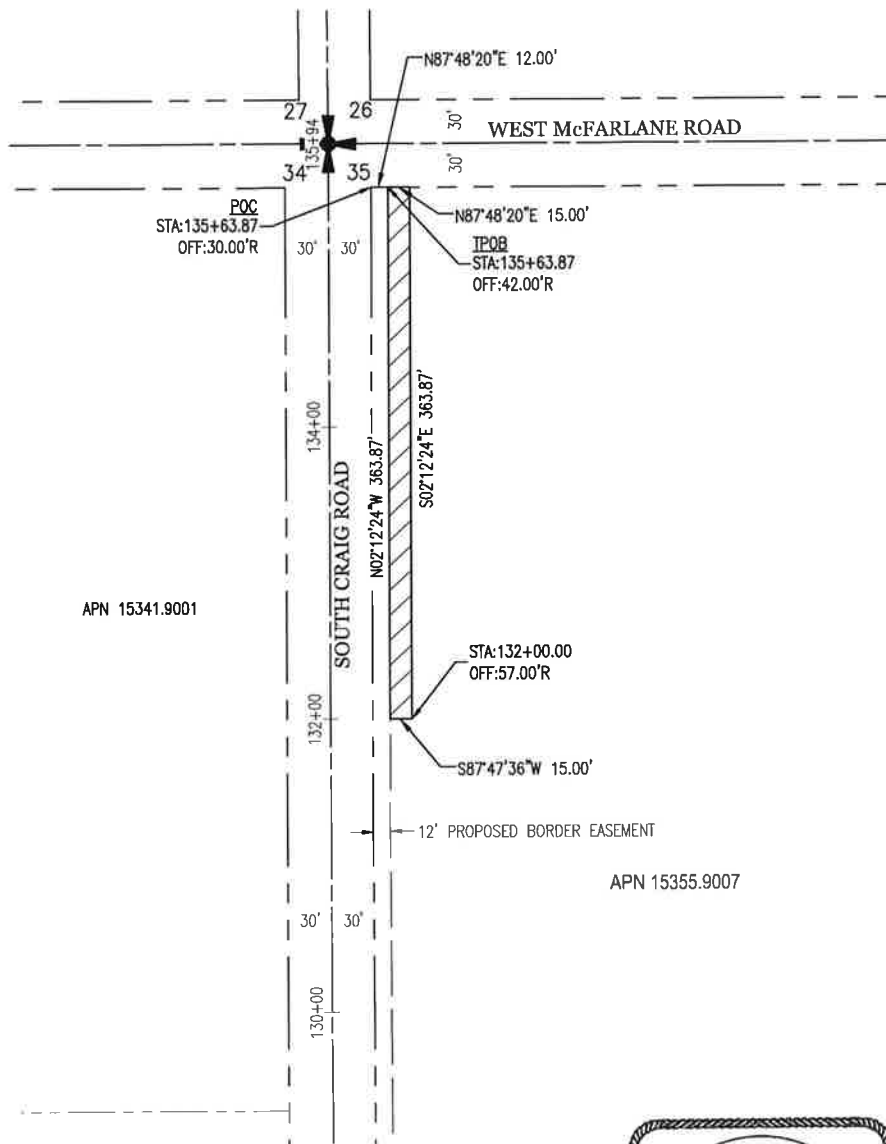
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 6,708 SQUARE FEET, MORE OR LESS.

EXHIBIT B

SLOPE EASEMENT EXHIBIT

SECTION 35, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



APN 15341.9001

APN 15355.9007

LEGEND

- APN ASSESSOR PARCEL NUMBER
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- RIGHT-OF-WAY LINE
- ==== SLOPE EASEMENT LINE
- - - - PROPOSED BORDER EASEMENT
- SECTION LINE
- PROPERTY LINE
- SLOPE EASEMENT AREA



03/27/2022

<p>1 INCH = 100 FEET</p>	<p>AREA TABLE</p> <p>SLOPE EASEMENT B = 5,458 SQ. FT</p>	<p>EXHIBIT B</p> <p>EASEMENT EXHIBIT</p> <p>APN 15355.9007</p>
	<p>DATE: Mar 27, 2022</p> <p>FILE: ACQ-15355-9007</p>	<p>SHEET 2 OF 2</p>

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Spokane Airport Board
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Section 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9008

CRP 3284 – Craig Road Project – Map No. 9

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9008

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement

area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 9-Spokane Airport Board-15341.9008\Slope Easement.docx

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9008)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THE SOUTH 51.18 FEET OF THE WEST 2.00 FEET OF THE EAST 44.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.

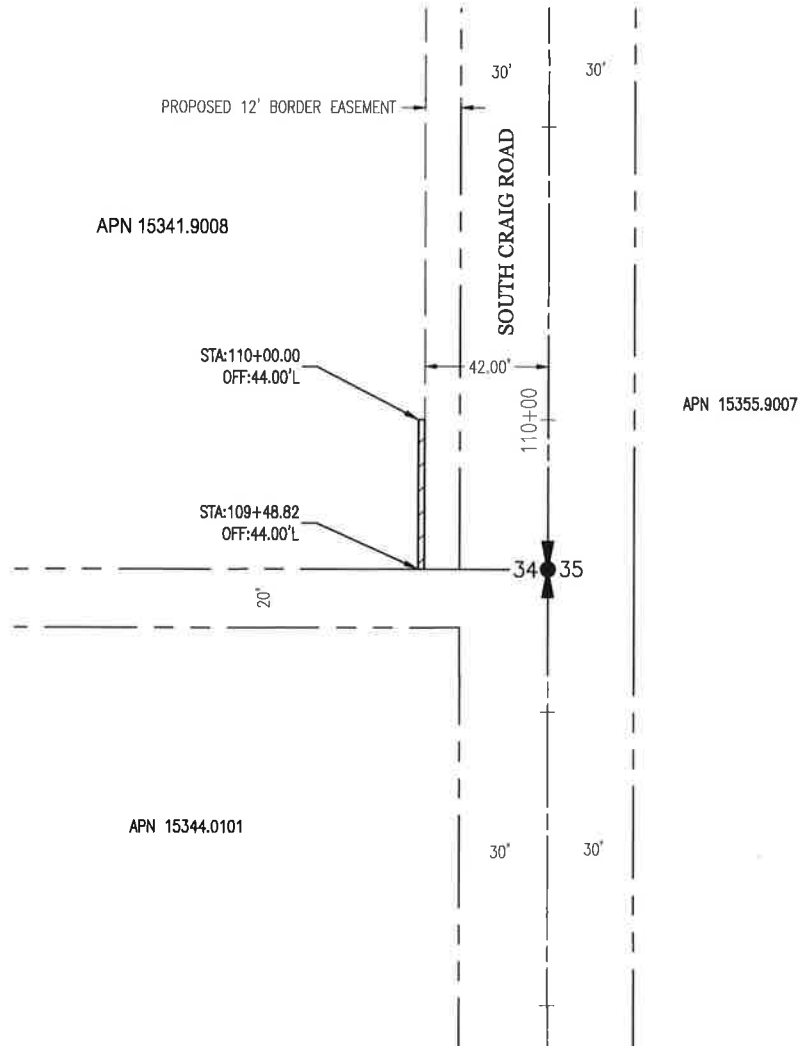
THE WEST LINE OF SAID 2-FOOT SLOPE EASEMENT EXTENDS IN A STRAIGHT LINE FROM A POINT BEING 44.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 109+48.82 TO A POINT BEING 44.00 FEET LEFT OF ENGINEER'S STATION 110+00.00.


SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 102 SQUARE FEET, MORE OR LESS.

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



LEGEND	
APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
---	RIGHT OF WAY LINE
---	SECTION LINE
---	PROPOSED BORDER EASEMENT LINE
---	SLOPE EASEMENT LINE
---	PARCEL LINE
	SLOPE EASEMENT AREA



03/28/2022

Parametrix



1 INCH = 50 FEET
0 25 50

AREA TABLE
SLOPE EASEMENT = 102 SQ. FT

EXHIBIT B

EASEMENT EXHIBIT
APN 15341.9008

DATE: Mar 28, 2022

SHEET 1 OF 1

FILE: 9-15341-9008

After Recording Return To:
Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Sections 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9009

CRP 3284 – Craig Road Project – Map No. 10

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9009

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within this easement

area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 10-Spokane Airport Board-15341.9009\Slope Easement.docx

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENTS
(PORTIONS OF ASSESSOR PARCEL NO. 15341.9009)
NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

THOSE PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;
EXCEPTING THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER;
ALSO EXCEPT CRAIG ROAD AND MCFARLANE ROAD;
ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, A DISTANCE OF 30.00 FEET TO
THE POINT OF BEGINNING;
THENCE NORTH 87°44'11" EAST ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH
LINE OF SAID SECTION 34, A DISTANCE OF 665.72 FEET;
THENCE SOUTH 61°26'49" WEST, A DISTANCE OF 64.05 FEET TO A CURVE CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 925.37 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'29", AN ARC
DISTANCE OF 442.12 FEET;
THENCE SOUTH 34°04'20" WEST, A DISTANCE OF 462.32 FEET TO SAID NORTH-SOUTH CENTERLINE OF
SECTION;
THENCE NORTH 02°09'38" WEST ALONG SAID CENTERLINE, A DISTANCE OF 682.15 FEET TO THE POINT OF
BEGINNING;
ALSO EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 3-FOOT WIDE SLOPE EASEMENT COMMENCING AT THE SOUTHEAST CORNER OF THE HEREIN
DESCRIBED PROPERTY;

THENCE SOUTH 87°44'21" WEST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 12.00 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°12'24" WEST, PARALLEL WITH THE WEST RIGHT OF WAY
LINE OF CRAIG ROAD, A DISTANCE OF 139.90 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284
(COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 117+50.00, AND THE **TRUE POINT
OF BEGINNING**;

THENCE CONTINUING NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A
DISTANCE OF 175.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 119+25.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 3.00 FEET, TO A POINT BEING 45.00 FEET LEFT OF
ENGINEER'S STATION 119+25.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 175.00
FEET, TO A POINT BEING 45.00 FEET LEFT OF ENGINEER'S STATION 117+50.00;

THENCE NORTH 87°47'36" EAST A DISTANCE OF 3.00 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH A 2-FOOT WIDE SLOPE EASEMENT COMMENCING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY;

THENCE SOUTH 87°44'21" WEST, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 12.00 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°12'24" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 639.90 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284 CRAIG ROAD ENGINEER'S STATION 122+50.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 123+50.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 2.00 FEET, TO A POINT BEING 44.00 FEET LEFT OF ENGINEER'S STATION 123+50.00;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, TO A POINT BEING 44.00 FEET LEFT OF ENGINEER'S STATION 122+50.00;

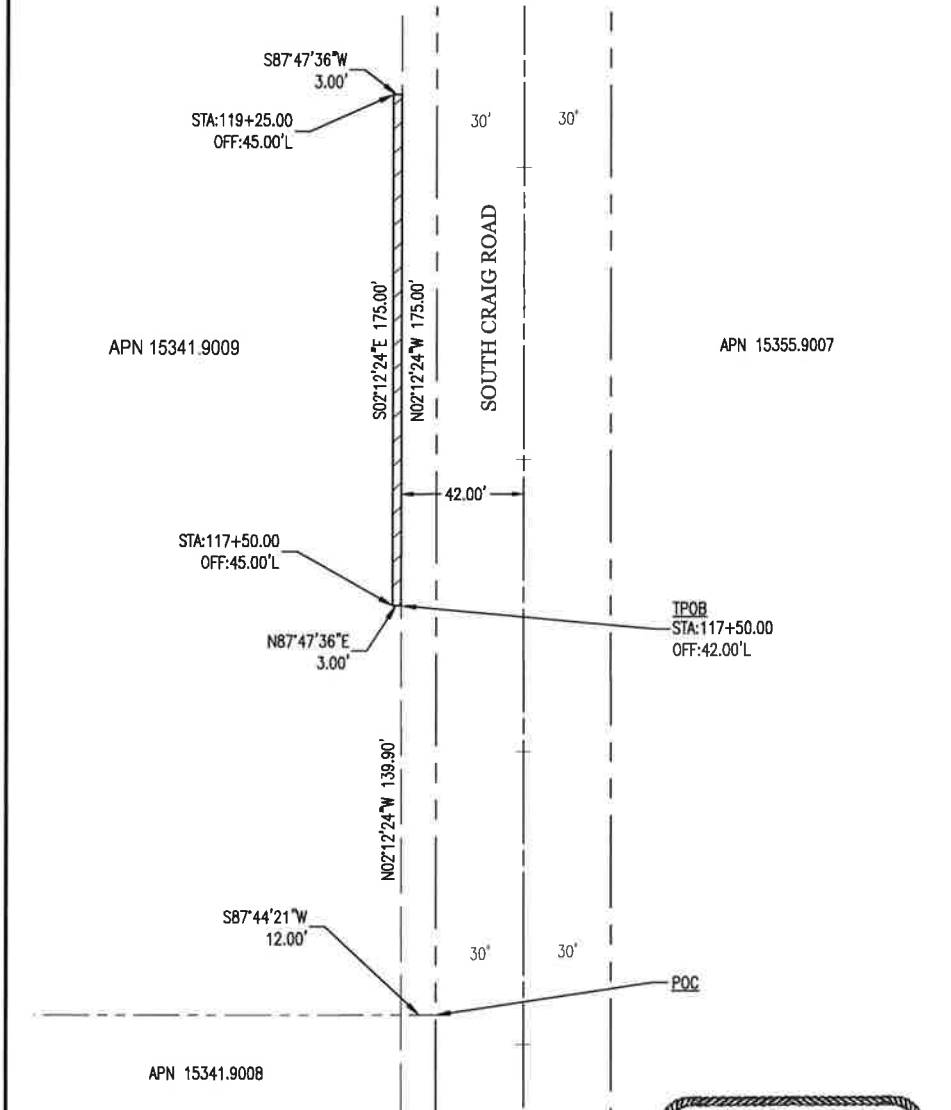
THENCE NORTH 87°47'36" EAST A DISTANCE OF 2.00 FEET TO THE **TRUE POINT OF BEGINNING**.


CONTAINING A TOTAL OF 725 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



LEGEND	
APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
---	RIGHT OF WAY LINE
---	SECTION LINE
---	SLOPE EASEMENT LINE
---	PROPOSED BORDER EASEMENT LINE
---	PARCEL LINE
	SLOPE EASEMENT AREA



03/30/2022



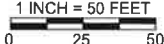
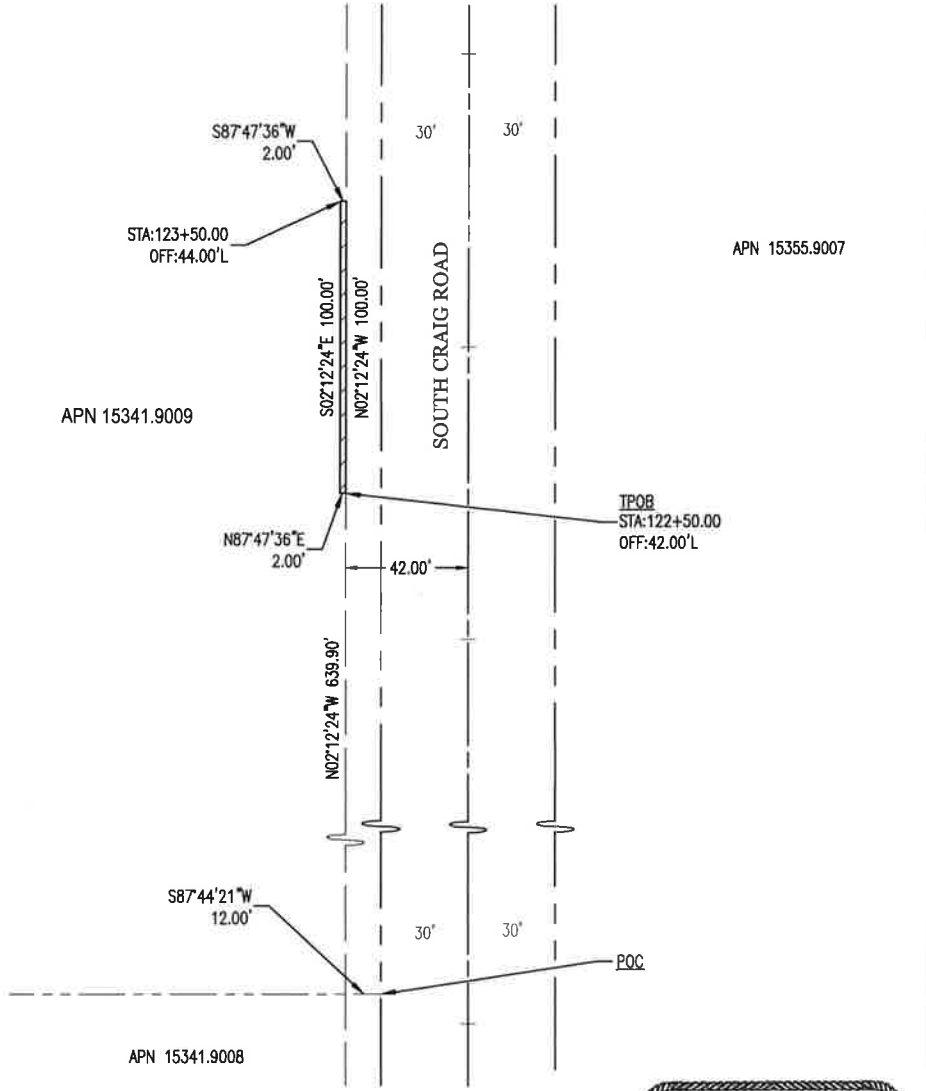
  	AREA TABLE SLOPE EASEMENT (SHEET 1) = 525 SQ FT SLOPE EASEMENT (SHEET 2) = 200 SQ FT TOTAL = 725 SQ FT	EXHIBIT B EASEMENT EXHIBIT APN 15341.9009
	DATE: Mar 30, 2022	SHEET 1 OF 2
FILE: 10-15341-9009		

EXHIBIT B

SLOPE EASEMENT EXHIBIT NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. SPOKANE COUNTY, WASHINGTON



APN 15341.9008

APN 15341.9009

APN 15355.9007

LEGEND	
APN	ASSESSOR PARCEL NUMBER
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
	RIGHT OF WAY LINE
	SECTION LINE
	SLOPE EASEMENT LINE
	PROPOSED BORDER EASEMENT LINE
	PARCEL LINE
	SLOPE EASEMENT AREA



03/30/2022

 	AREA TABLE SLOPE EASEMENT (SHEET 1) = 525 SQ FT SLOPE EASEMENT (SHEET 2) = 200 SQ FT TOTAL = 725 SQ FT	EXHIBIT B EASEMENT EXHIBIT APN 15341.9009
	DATE: Mar 30, 2022	SHEET 2 OF 2
FILE: 10-15341-9009		

After Recording Return To:

Right of Way Department
Attn: Real Estates Services Manager
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Airport Board City of Spokane/Spokane County
Grantee: Government, County of Spokane
Abbreviated Legal Description: Portion of NE1/4 of Sections 34, Township 25 North, Range 41 East, W.M.
Additional Legal Description: See Page 5
Assessor's Tax Parcel No(s): Portion of 15341.9001

CRP 3284 – Craig Road Project – Map No. 11

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

DONATION SLOPE EASEMENT

IN THE MATTER OF Craig Road Project

RF NO. 0108 “S” & 69 “O”

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) The City of Spokane and Spokane County, for Spokane Airport, by and through its Airport Board, a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars and other valuable consideration, conveys and grants unto Spokane County, a political subdivision of the State of Washington, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, an easement to use the following described real estate, situated in Spokane County, State of Washington:

AFFECTS ASSESSOR'S PARCEL NO(S): Portion of 15341.9001

See Attached Legal Description as Exhibit “A.”

The easement as shown hereon is hereby granted to Spokane County and its authorized agents, and to the public for road purposes, including but not limited to slope grading, cutting and or filling Grantor(s) property for roadbed purposes and other usage deemed necessary by Spokane County Public Works for the safety and welfare of the public. No fence or portion thereof will be constructed within said easement without permission of Spokane County Public Works, nor will any objects be placed in said easement that would obstruct the sight distance necessary for safe

and efficient vehicular movement. Any other easements granted or dedicated within this easement area will be subordinate to the rights created by this easement and are subject to Spokane County Public Works permit process prior to usage.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE(S) TO FOLLOW.]

EXHIBIT "A"
SLOPE EASEMENT LEGAL DESCRIPTION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

Z:\ROW\Projects - CRP (current)\Craig Road CRP 3284\Parcel Files\Map 11-Spokane Airport Board-15241.9001\Slope Easement.docx

EXHIBIT A
DESCRIPTION FOR SLOPE EASEMENT
(PORTION OF ASSESSOR PARCEL NO. 15341.9001)
SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON

A 4 FOOT-WIDE EASEMENT OVER THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.;
EXCEPT MCFARLANE ROAD;
AND EXCEPT CRAIG ROAD;

BEING FURTHER DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE SOUTH 02°12'24" EAST, ALONG THE WEST RIGHT OF WAY LINE OF CRAIG ROAD, A DISTANCE OF 138.85 FEET;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 87°47'36" WEST, A DISTANCE OF 12.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF CRP 3284 (COUNTY ROAD PROJECT NO. 3284) CRAIG ROAD ENGINEER'S STATION 134+25.00, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 02°12'24" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 151.00 FEET, TO A POINT BEING 42.00 FEET LEFT OF ENGINEER'S STATION 132+74.00;

THENCE SOUTH 87°47'36" WEST, A DISTANCE OF 4.00 FEET, TO A POINT BEING 46.00 FEET LEFT OF ENGINEER'S STATION 132+74.00;

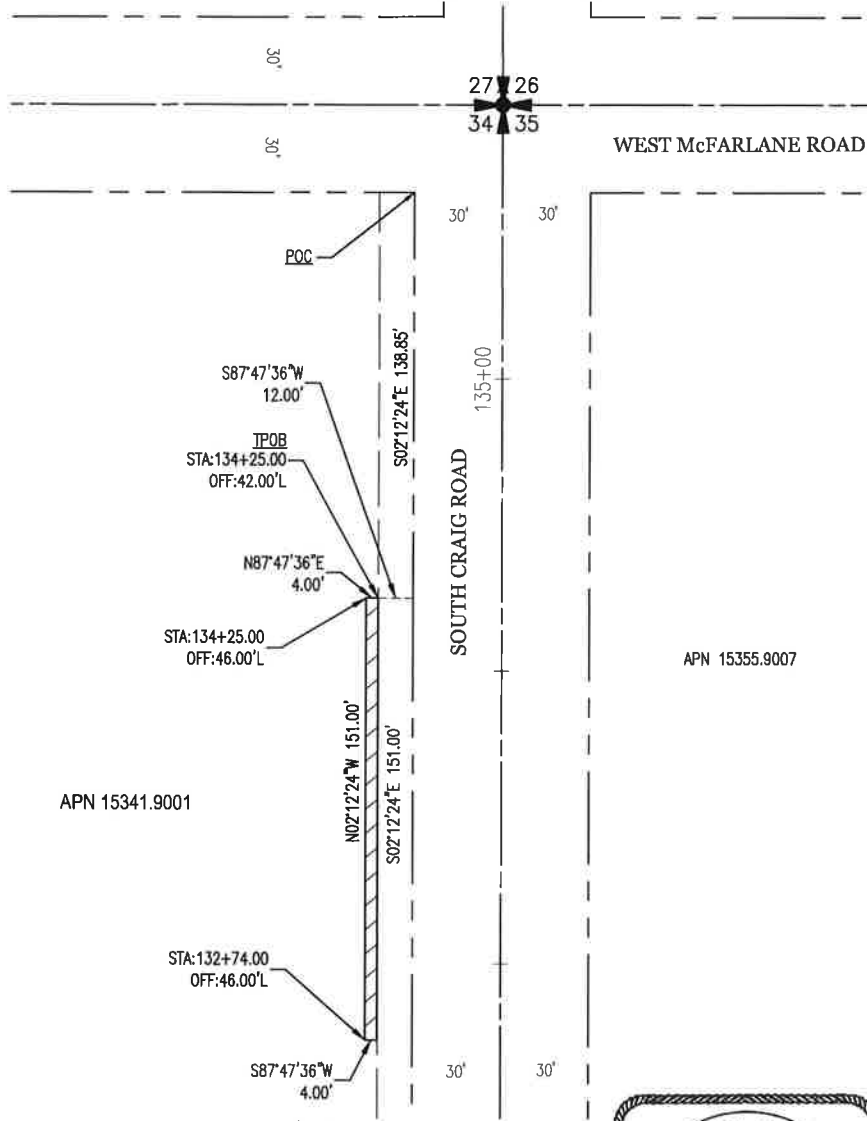
THENCE NORTH 02°12'24" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 151.00 FEET, TO A POINT BEING 46.00 FEET LEFT OF ENGINEER'S STATION 134+25.00;

THENCE NORTH 87°47'36" EAST A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTAINING 604 SQUARE FEET, MORE OR LESS.

EXHIBIT B
SLOPE EASEMENT EXHIBIT
NORTHEAST QUARTER SECTION 34,
TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M.
SPOKANE COUNTY, WASHINGTON



- | | |
|------|-------------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| POC | POINT OF COMMENCEMENT |
| TPOB | TRUE POINT OF BEGINNING |
| --- | RIGHT OF WAY LINE |
| --- | SECTION LINE |
| --- | SLOPE EASEMENT LINE |
| --- | PROPOSED BORDER EASEMENT LINE |
| --- | PARCEL LINE |
| ▨ | SLOPE EASEMENT AREA |



03/31/2022

Parametrix 1 INCH = 50 FEET 	AREA TABLE SLOPE EASEMENT = 604 SQ. FT	EXHIBIT B EASEMENT EXHIBIT TPN 15341.9001
	DATE: Mar 31, 2022 FILE: 11-15341-9001	SHEET 1 OF 1



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/18/2023
Clerk's File #	RES 2023-0034
Renews #	

Submitting Dept	SPOKANE AIRPORT BOARD	Cross Ref #	County RES 23-0258
Contact Name/Phone	LARRY 455-6419	Project #	
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	SIA - JOINT RESOLUTION TO AUTHORIZE SALE OF REAL PROPERTY - OFPAV		

Agenda Wording
 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located in Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113,

Summary (Background)
 Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	KRAUTER, LARRY	Study Session\Other	4/17/2023 Finance &
Division Director		Council Sponsor	CP Beggs & CM
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	lkrauter@spokaneairports.net	
For the Mayor	PERKINS, JOHNNIE	twoodard@spokaneairports.net	
Additional Approvals		aanderson@spokaneairports.net	
Purchasing		rpells@spokaneairports.net	
		gvasquez@spokanecounty.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List

Distribution List	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board		
Contact Name	Larry Krauter, CEO		
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419		
Council Sponsor(s)	CP Beggs and CM Wilkerson		
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:		
Agenda Item Name	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located in Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport.		
Summary (Background)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.		
*use the Fiscal Impact box below for relevant financial information			
Proposed Council Action	Approve Joint Resolution		
Fiscal Impact	<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>Total Cost: <small>Click or tap here to enter text.</small></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: <small>Click or tap here to enter text.</small></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> </div> <div style="flex: 0.5; font-size: 4em; margin: 0 10px;">}</div> <div style="flex: 0.5; text-align: center; vertical-align: middle;">N/A</div> </div>		
Operations Impacts (If N/A, please give a brief description as to why)			
What impacts would the proposal have on historically excluded communities?			
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?			
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?			
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?			

City Resolution No: RES 2023-0034
County Resolution No **23 - 0258**

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

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS)
SPOKANE COUNTY ASSESSOR PARCELS)
15344.0102, 15344.0103, 15344.0104,)
15344.0105, 15344.0106, 15344.0111)
AND 15344.0113)

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

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

WHEREAS, the Airport Board has recommended to the County and City the sale of Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road ("Property"); and

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

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

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this 18th day of April, 2023.



ATTEST:

Ginna Vasquez

Ginna Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENTS AND ESCROW INSTRUCTIONS,
DATED AS OF MARCH 16, 2023,
BY AND BETWEEN SPOKANE AIRPORT AND OFPAV, LLC

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
63.27 ACRES**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 16th day of March, 2023 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and OFPAV, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

RECITALS

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

A. Fee simple title to real property consisting of approximately 63.27 acres located generally near Craig Road, south of McFarlane Road in the City of Spokane, Spokane County, Washington, and legally described on the attached Exhibit A (the "Real Property");

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

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

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

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

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

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with STEWART TITLE AND GUARANTY COMPANY (Attn: Kim Belcher) ("Escrow Agent" or "Title Company") the sum of Thirty Thousand Dollars (\$30,000.00) in Current Funds (as hereinafter defined) as earnest money (the "Earnest Money"), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent shall deposit the Earnest Money in an interest-bearing account. Any interest earned on the

Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money.

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

3. Purchase Price. The purchase price for the Property is Two Million Three Hundred Seventy Thousand One Hundred Ninety-Five and 43/100 Dollars (\$2,370,195.43) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money and Extension Deposit (if any) will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, "Current Funds" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds. The foregoing Purchase Price assumes that the Real Property will consist of sixty-three and 27/100 (63.27) acres, and that Buyer will pay a purchase price equal to the total number of acres multiplied by Thirty Seven Thousand Four Hundred Sixty-One and 60/100 Dollars (\$37,461.60) per acre (*i.e.*, \$0.86/square foot). If the actual acres of Real Property, as shown on Buyer's survey is greater or less than sixty-three and 27/100 (63.27) acres, the Purchase Price will be increased or decreased to equal the actual number of acres, multiplied by the foregoing per acre price.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term "Review Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time, ninety (90) days thereafter.

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

(a) Objections. Buyer shall review the Title Report and may, within forty-five (45) days after the Effective Date (the "Title Review Period"), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) days following Seller's receipt of Buyer's written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, prior to the expiration of the Review Period, either: (i) terminate this

Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (i) or (ii) above, Buyer will be deemed to have elected option (ii).

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

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money and any Extension Deposit (subject to Section 6.1), together with any documents or instruments that Buyer has deposited with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

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

4.4 Physical Inspections; Entry on Property.

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

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.4(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including,

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

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

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

4.6 Entitlement Period.

(a) Duration. As used in this Agreement, the term “Entitlement Period” means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) the date that is two hundred and seventy (270) days after the expiration of the Review Period; and (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the “Project”). Buyer shall have the unilateral right to extend the Entitlement Period two (2) times for up to sixty (60) days each by delivering written notice of such extension to Seller not later than the then-scheduled expiration of the Entitlement Period, and simultaneously with such written notice depositing with Escrow Agent the sum of Fifteen Thousand Dollars (\$15,000) (each, an “Extension Deposit”). Each Extension Deposit will be applicable to the Purchase Price at Closing and will be nonrefundable to Buyer, unless an event occurs that entitles Buyer to the Earnest Money and any Extension Deposit under this Agreement. Buyer shall, during the Entitlement Period, use commercially reasonable efforts to obtain Final Approval of the Entitlements, and shall provide prompt written notice to Seller upon obtaining Final Approval of its Entitlements.

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

(c) Right to Terminate Prior to Expiration of Entitlement Period. Notwithstanding anything contained in this Agreement to the contrary, Buyer may in its sole discretion cease its pursuit of the Final Approval of the Entitlements and terminate this Agreement after the expiration of the Review Period and prior to the expiration of the Entitlement Period if Buyer determines, in its sole discretion, that it will not be feasible to obtain Final Approval of all of Buyer’s desired Entitlements for the Project. Buyer may exercise such termination right by delivering written notice of termination to Seller and Escrow Agent prior to the expiration of the Entitlement Period (the “Entitlements Termination Notice”). If Buyer fails to deliver the Entitlement Termination Notice or in the alternative, fails to affirmatively notify Seller in writing on or before the expiration of the Entitlement Period that it intends to proceed with the transactions contemplated

hereunder and expressly waives its right of termination under this Section 4.6(c) (the "Entitlements Approval Notice"), this Agreement shall terminate whereupon Escrow Agent shall immediately disburse the Earnest Money and any Extension Deposit to Seller and neither party shall have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.7 Ancillary Agreements. Seller and Buyer acknowledge and agree that Seller is in the process of developing a Rail-Truck Transload Facility Project on certain real property owned by Seller that is proximately located to the Real Property (the "Seller Property"), that Buyer's affiliate 6414 S Helena, LLC, a Washington limited liability company ("Helena") is in the process of developing approximately thirty eight (38) acres of real property owned by Helena that is directly adjacent to the Real Property (the "Helena Property"), and that Buyer intends to coordinate its development of the Project on the Real Property with Helena. Seller and Buyer covenant and agree that during the pendency of this Agreement, should Seller or Buyer determine that such Party will require utility, drainage or other easements that may benefit or burden the Seller Property, Helena Property, or Real Property, and/or infrastructure connection arrangements (collectively, the "Ancillary Agreements") as part of the development of the Seller Property, the Helena Property, or the Project, each Party shall negotiate in good faith and use commercially reasonable efforts to agree upon the terms and conditions and form of such Ancillary Agreements. In furtherance of the foregoing, each of Seller and Buyer covenant and agree that upon the other Party's reasonable request, it will share any updated information on the scope and design of any of the infrastructure improvements required for their respective developments, and the estimated timing for completion of the same, if known. Notwithstanding the foregoing, the failure of the Parties to enter into or agree upon the form of any Ancillary Agreements shall not be a condition of Closing in favor of either Party or a default under this Agreement.

5. Conditions Precedent.

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

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

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

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

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

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money and any Extension Deposit shall be promptly refunded to Buyer (subject to Section 6.1); *provided, however*, that if any of the foregoing

conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

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

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

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

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

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

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) the date that is thirty (30) days following the expiration of the Entitlement Period (as the same may be extended), or (ii) provided that the Approval Conditions have been satisfied, on such earlier date designated by Buyer by not less than ten (10) Business Days prior written notice to Seller. Notwithstanding anything herein to the contrary, if Closing has not occurred by December 29, 2023, the Earnest Money and Extension Deposit (if any) shall be nonrefundable to Buyer in all events absent a Seller Default, *provided, further*, if Closing has not occurred by July 30, 2024 due to the failure of the Approval Conditions then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money and any Extension Deposit shall be promptly delivered to Seller.

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

6.3 Closing Costs and Prorations.

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

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

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

(d) Utility Readings. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings.

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

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

calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

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

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

6.4 Deliveries at Closing.

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

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

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

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

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

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

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

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

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

(2) A duly executed and completed REETA.

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

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

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

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

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

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

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

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

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase "to Seller's knowledge" as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

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

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

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

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

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

7.6 Environmental Matters. To Seller's knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller's ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

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

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

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

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

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

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

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this Agreement, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, ruling, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

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

9.1 "AS IS" Purchase.

(A) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE

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

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY; (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller’s Initials: LJK

Buyer’s Initials: ^{DS}
AW

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the “Buyer Affiliated Parties”) waives its right to recover from, and forever releases and discharges, Seller and its affiliates,

property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

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

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit E. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES

PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

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

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

(c) Approval Conditions. Commencing on the Effective Date Seller shall use commercially reasonable efforts to satisfy the Approval Conditions prior to the date that is ninety (90) days following the Effective Date (the "Approval Conditions Deadline"), *provided*, however, that Seller's failure to satisfy the Approval Conditions shall not be considered a default of this Agreement. Buyer and Seller shall reasonably cooperate with each other and Buyer shall take all actions reasonably necessary to assist Seller in Seller's efforts to satisfy the Approval Conditions, including, without limitation, submitting such materials and executing such applications and any other documents that may be requested by the FAA. Seller shall provide prompt written notice to Buyer of the satisfaction of the Approval Conditions when received. If Seller fails to provide written evidence of satisfaction of the Approval Conditions prior to the Approval Conditions Deadline, Buyer shall have the right to extend the Approval Conditions Deadline until the Closing Date by delivering written notice of such election to Seller not later than five (5) Business Days following the Approval Conditions Deadline. If Seller is unable to satisfy the Approval Conditions at any time prior to the Approval Conditions Deadline (as the same may have been extended), Buyer may terminate this Agreement by written notice to Seller, in which event the Earnest Money and any Extension Deposit and all interest thereon shall be returned to Buyer (subject to Section 6.1), and thereafter all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

10.2 Post Closing Construction Covenant of Buyer. As of the Effective Date, Seller has obtained and is in receipt of a "release" (as that term is defined in Chapter 22 of the Federal Aviation Administration ("FAA") Airport Compliance Manual) or similar authorization for disposal of the Real Property by Seller from the FAA that formally authorizes the release and removal of the Real Property as airport dedicated real property (the "FAA Release"). Buyer acknowledges and agrees that as a condition to obtaining the FAA Release, Buyer must adhere and comply with the FAA's approval of Buyer's Project while constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money and any Extension Deposit will be returned to Buyer (subject to Section 6.1), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

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

Seller's Initials: LJK

Buyer's Initials: ^{DS}
AW

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (i) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money and any Extension Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual and reasonable out of pocket documented expenses incurred exclusively with respect to this transaction in an amount not to

exceed three and 38/100 percent (3.38%) of the Purchase Price or (ii) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following a Seller Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (ii) above.

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

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

15. Miscellaneous.

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

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

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

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

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

If to Buyer: OFPAV, LLC
c/o The Wolff Company
717 W. Sprague Ave. Suite 802
Spokane, WA 99201
Attn: Old Fritz Wolff
E-Mail: oldfritz@awolff.com
Phone: 480-784-7864

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

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

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of nine (9) months (the "Survival Period"). Seller shall not be liable to Buyer by reason of a breach of any of Seller's representations or warranties unless the Buyer notifies the Seller of such breach (the "Warranty Notice") prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller's alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller's aggregate liability to Buyer by reason of a breach of one or more of Seller's representations or warranties shall not exceed ten percent (10.00%) of the Purchase Price. Seller's liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

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

Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

[Signatures to appear on the following page]

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

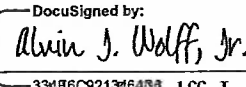
SELLER:

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

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

BUYER:

OFPAV, LLC, a Delaware limited liability company

DocuSigned by:

By: _____
Name: Alvin J. Wolff, Jr.
Title: Manager

This Real Property Purchase and Sale Agreement with Escrow Instructions, together with the earnest money deposit, is hereby acknowledged and accepted and the escrow is opened as of the ___ day of _____, 20___. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

STEWART TITLE AND GUARANTY
COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A
REAL PROPERTY LEGAL DESCRIPTION

TRACTS 34, 35, 36, 45, 46, 52 AND THE NORTH HALF OF TRACT 51, HAZELWOOD IRRIGATED FARMS, AS PER PLAT THEREOF RECORDED IN VOLUME "I" OF PLATS, PAGES 24 AND 25, LYING WITHIN SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M..

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Nos.: 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113.

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

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

BARGAIN AND SALE DEED

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

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

DATED effective the ____ day of _____, 20__.

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

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

Schedule 1
to
Bargain and Sale Deed
Legal Description

[insert]

EXHIBIT C
FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

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

DOCUMENT TITLE:	AVIGATION EASEMENT
REFERENCE NOS.:	
GRANTOR:	OFPAV, LLC
GRANTEE:	N/A
ABBREVIATED LEGAL DESCRIPTION:	_____
ASSESSOR'S PARCEL NO.:	_____

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ___ day of _____, 20___ ("Effective Date"), by OFPAV, LLC, a Delaware limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively the "Grantees").

RECITALS

A. Grantor is the owner of fee simple title to real property consisting of approximately Sixty Three and 27/100 (63.27) acres located generally fronting on Craig Road, south of McFarlane Road in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

[remainder of page left intentionally blank]

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

[Insert SPE signature block]

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of ____, 20__, before me personally appeared _____, to me known to be the _____ of _____, a _____, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said entity.

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

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[insert]

EXHIBIT D

[RESERVED]

EXHIBIT E
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

NOTICE TO THE BUYER: OFPAV, LLC, a Delaware limited liability company

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY SIXTY-THREE AND 27/100 (63.27) ACRES LOCATED GENERALLY FRONTING ON CRAIG ROAD, SOUTH OF MCFARLANE ROAD IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

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

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

SELLER'S DISCLOSURES – ENVIRONMENTAL	YES	NO	DON'T KNOW
If the answer is "Yes" to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.			
*A. Have there been any flooding, standing water or drainage problems on the property that affect the property or access to the property?	X	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	X
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	X	<input type="checkbox"/>	<input type="checkbox"/>
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	X
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	X
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	X
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	X	<input type="checkbox"/>

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

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

VERIFICATION

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

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

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

BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

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

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

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

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

Buyer: OFPAV, LLC, a Delaware limited liability company

By: _____ Date: _____
Name: _____
Its: _____

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

- A. Surface mining activities that took place prior to the Airport's acquisition of the Property have resulted in areas of standing water.

- C. Wetlands have been documented on the Property.

EXHIBIT A
Legal Description

TRACTS 34, 35, 36, 45, 46, 52 AND THE NORTH HALF OF TRACT 51, HAZELWOOD IRRIGATED FARMS, AS PER PLAT THEREOF RECORDED IN VOLUME "I" OF PLATS, PAGES 24 AND 25, LYING WITHIN SECTION 34, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M..

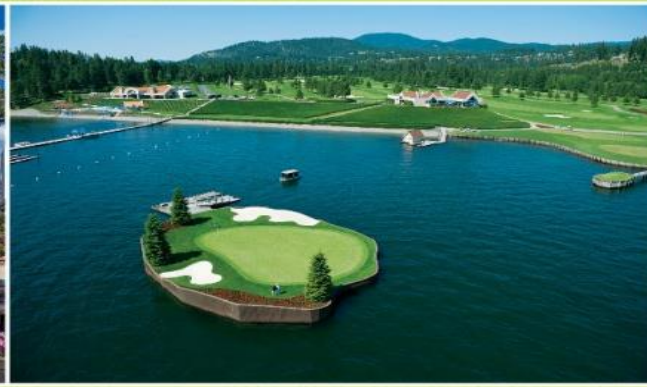
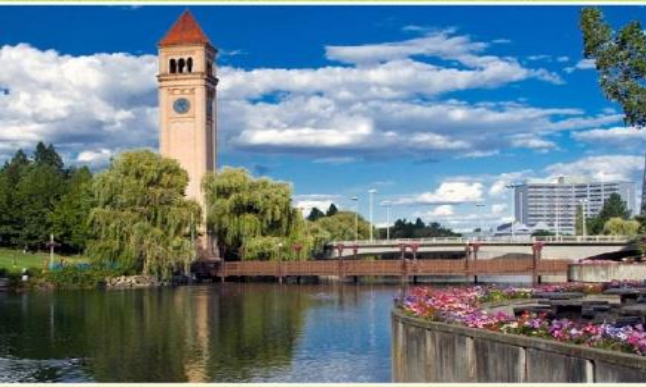
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Nos.: 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113.



SPOKANE

INTERNATIONAL AIRPORT



Joint Airport Resolutions

Property Transactions



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH



SPOKANE
INTERNATIONAL AIRPORT

City of Spokane – Water Utility Easement

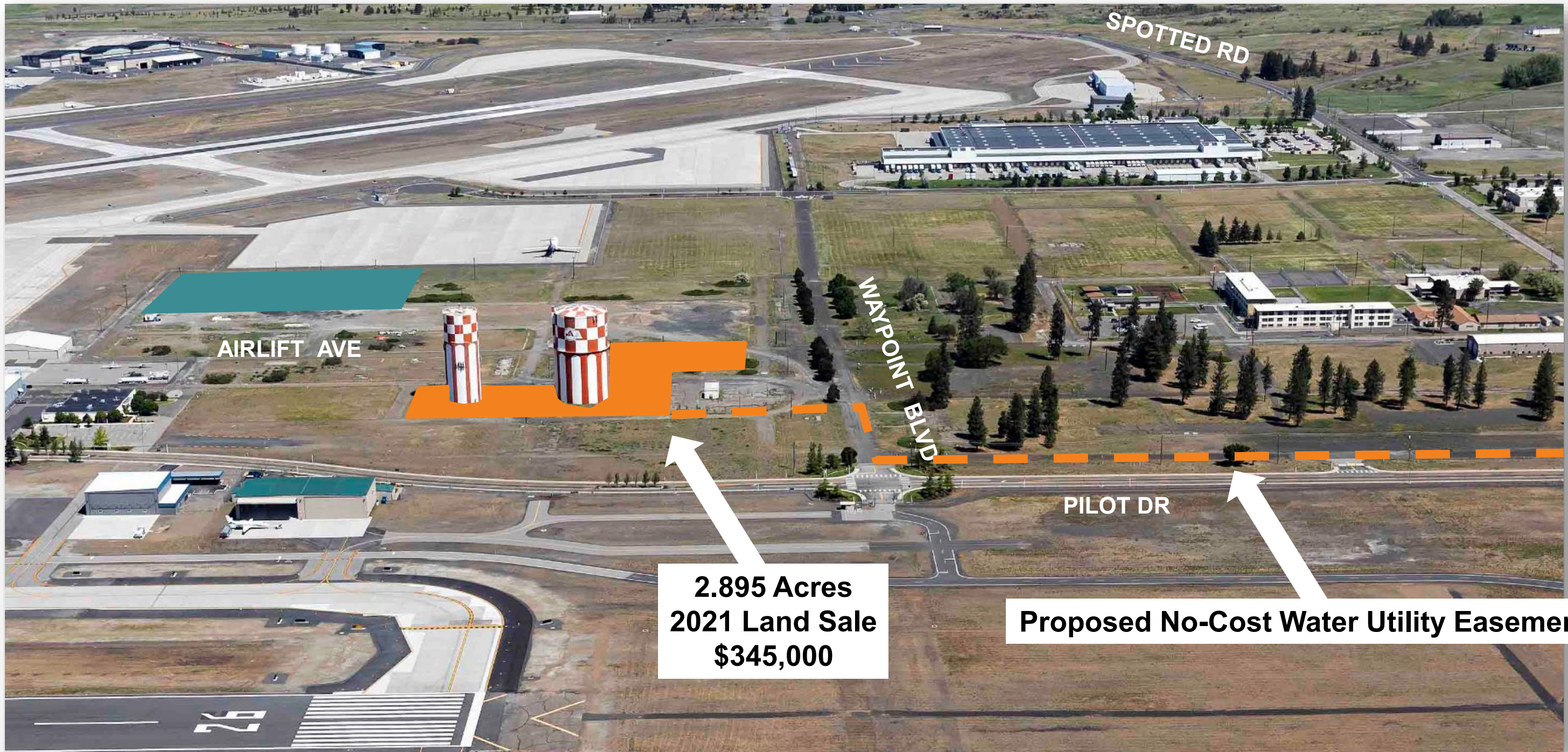


Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

Water Utility Easement to City of Spokane



Water Utility Easement to City of Spokane



2.895 Acres
2021 Land Sale
\$345,000

Proposed No-Cost Water Utility Easement



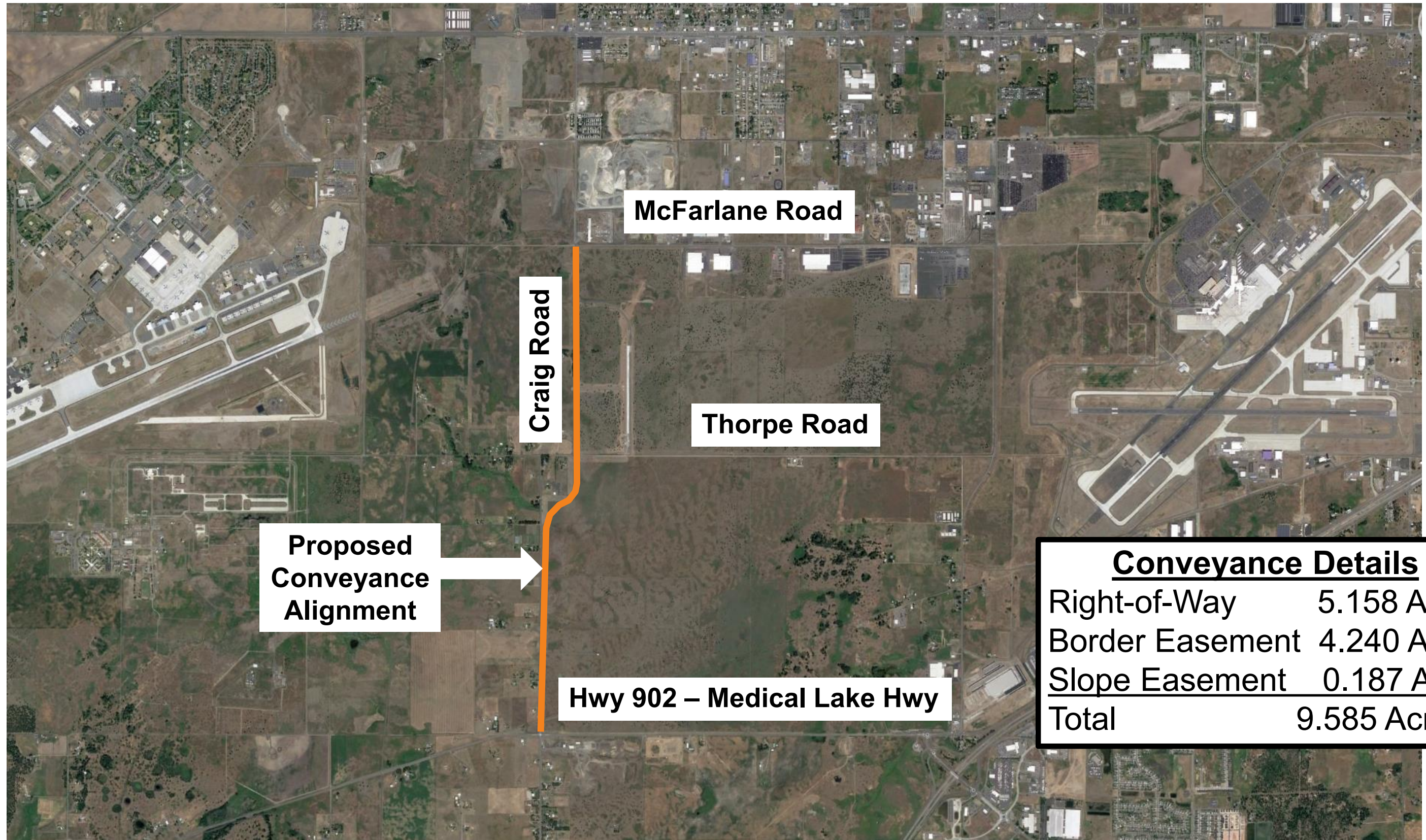
SPOKANE
INTERNATIONAL AIRPORT

**Conveyance of Land to Spokane County
for
Craig Road Improvements**



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

Conveyance of Property to Spokane County



<u>Conveyance Details</u>	
Right-of-Way	5.158 Acs
Border Easement	4.240 Acs
Slope Easement	0.187 Acs
Total	9.585 Acres



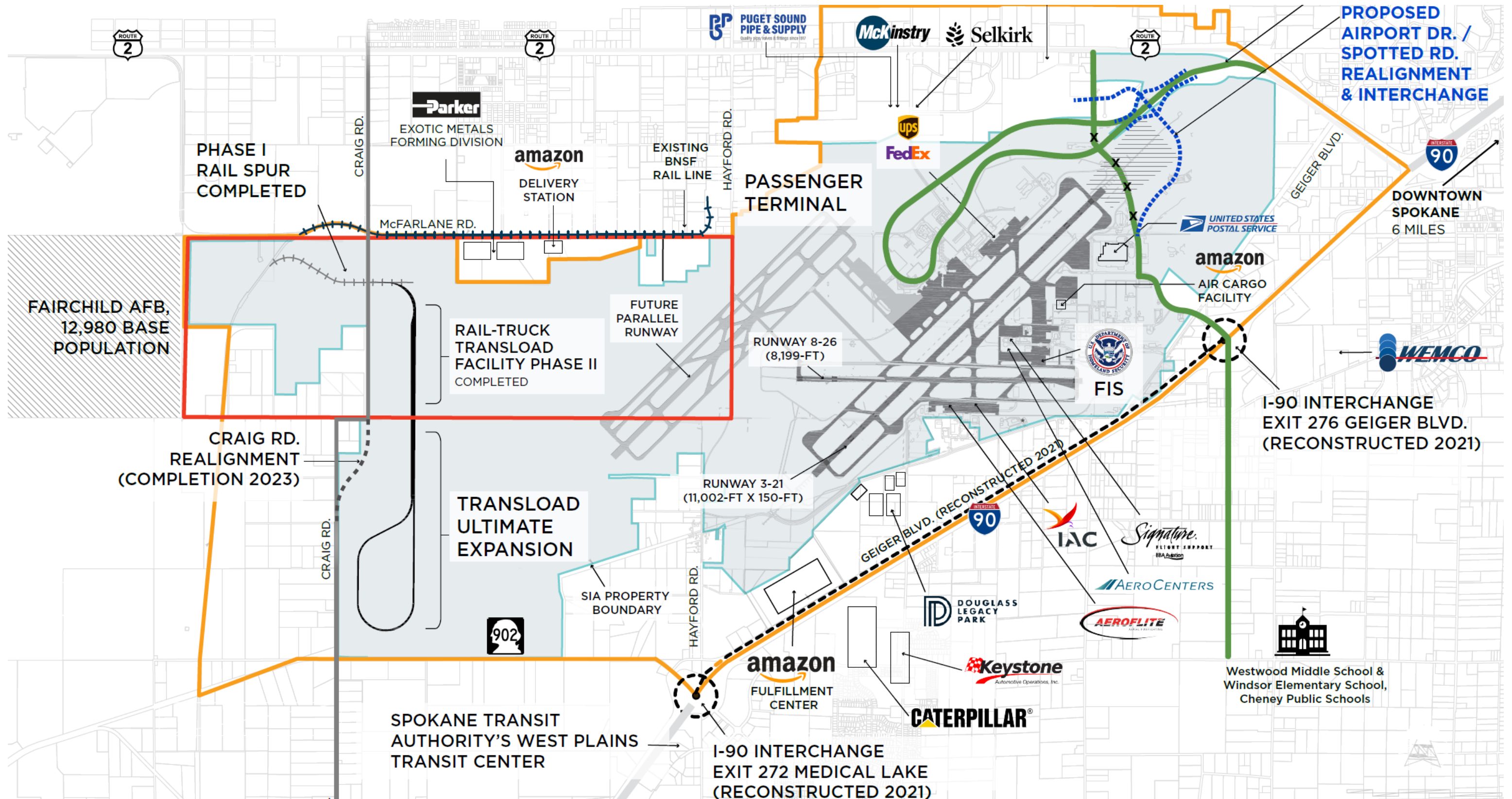
Conveyance of Property to Spokane County

PARCEL NO.	RIGHT OF WAY ACQUISITION	BORDER EASEMENT	SLOPE EASEMENT	TOTAL
14025.9004	38,930 S.F.	39,057 S.F.	N/A	77,987 S.F.
14022.9002	23,747 S.F.	13,359 S.F.	N/A	37,106 S.F.
14022.0601	38,685 S.F.	9,964 S.F.	N/A	48,649 S.F.
14022.0501	62,318 S.F.	17,515 S.F.	N/A	79,833 S.F.
14022.0101	54,541 S.F.	11,849 S.F.	N/A	66,390 S.F.
15355.9007	6,495 S.F.	61,553 S.F.	6,708 S.F.	74,756 S.F.
15341.9008	N/A	7,935 S.F.	102 S.F.	8,037 S.F.
15341.9009	N/A	15,870 S.F.	725 S.F.	16,595 S.F.
15431.9001	N/A	7,575 S.F.	604 S.F.	8,179 S.F.
TOTAL	224,716 S.F.	184,677 S.F.	8,139 S.F.	417,532 S.F. (9.585 ACS.)

Summary of PSA with Spokane County

- Property to be Acquired:
 - ROW Taking – Airport is owner of six (6) parcels of land consisting of approx. 1312.2 acres, of which Airport is conveying approx. **5.1588 acres**.
 - Slope Easement – Airport is the owner of four (4) parcels of land consisting of approx. 704.19 acres, of which Airport is granting a Slope Easement to County of approx. **0.1868 acres**
 - Border Easement – Airport is the owner of nine (9) parcels of land consisting of approx. 1465.55 acres, of which Airport is granting a Border Easement to County of approx. **4.2396 acres**
- Parcel segregation method – County process for donated land in connection with County’s “ROW Plan” – to be filed with the County assessor’s office by County/Buyer within 30 days following Closing
- Purchase Price - \$1.00; the parties acknowledge nominal consideration based on a multitude of factors, including, but not limited to, the future benefits (realized or unrealized) to Airport property in and around the Truck-Rail Transload Facility.
- Transaction Timeline
 1. Review Period – 30 days following Effective Date
 2. Title Review Period – 15 days following Effective Date (*Buyer has previously obtained its title commitments and/or proforma owner’s policies in respect of the Property and is otherwise satisfied*)
 3. Closing Date – 60 days following expiration of the Review Period, provided that:
 - a. The Approval Conditions have been satisfied (Board, City, County and FAA Release)
- Other Considerations
 - Closing costs, transfer taxes (if any), recording fees, etc. all borne of Buyer/County
 - Minimal costs to Airport/Seller – legal fees in connection with drafting, negotiation of PSA and consummation of transactions contemplated by the PSA

Conveyance of Property to Spokane County





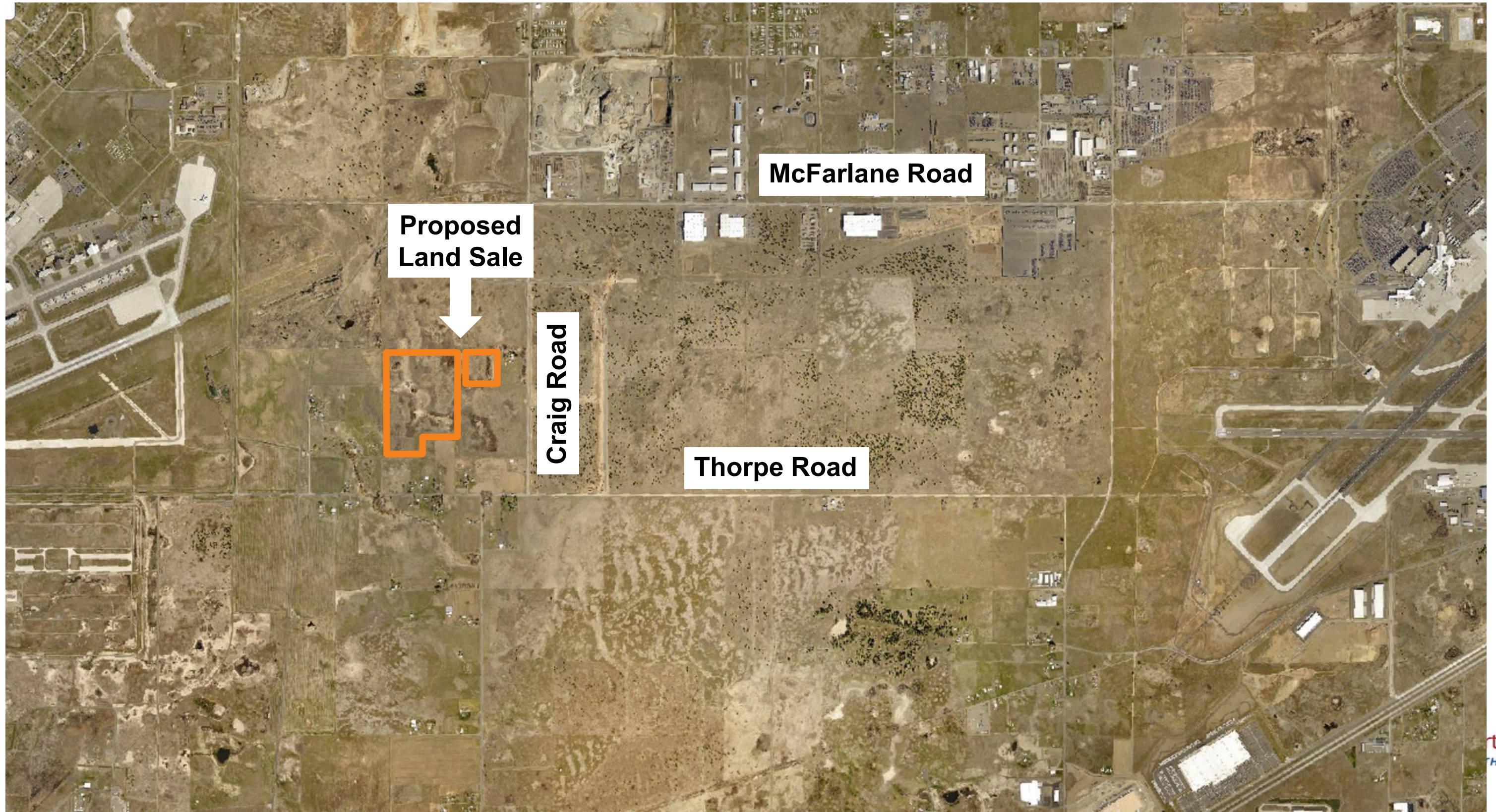
SPOKANE
INTERNATIONAL AIRPORT

**Sale of Surplus Property
to
OFFPAV, LLC**

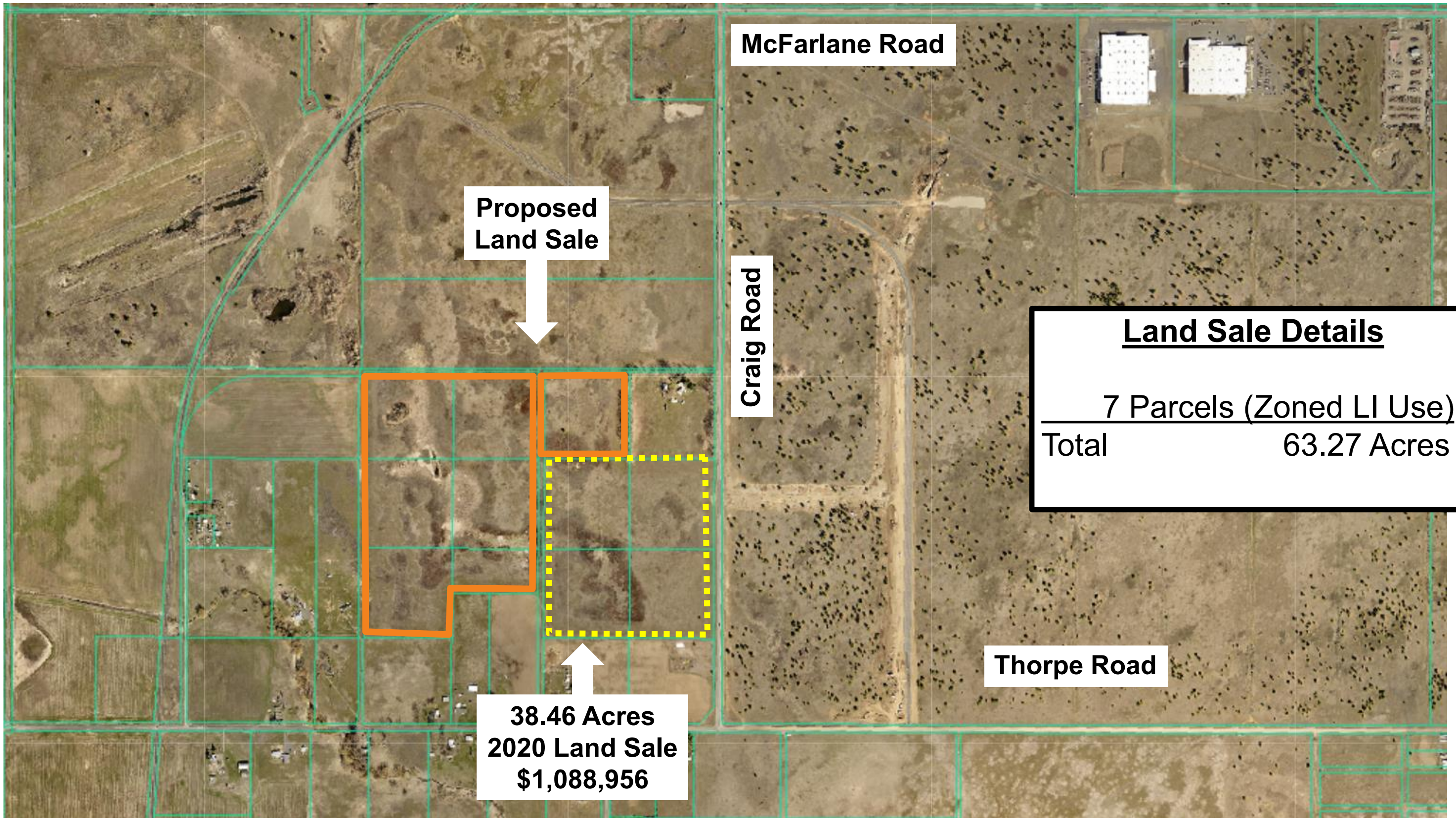


Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

OFPAV, LLC Land Sale



OFPAV, LLC Land Sale



OFPAV, LLC Land Sale PSA Summary

- Property to be Acquired
 - Property consisting of seven (7) Airport-owned parcels, totaling approx. **63.27 acres**
- Purchase Price – **\$2,370,195.43 (\$0.86/sqft or \$37,461.60/acre)***
 - Buyer has the right but not the obligation to obtain an updated survey, which survey will be used to determine actual number of acres, and PP will be adjusted (+/-) accordingly.
- Earnest Money - \$30,000
 - Extension Deposits - \$15,000/each (detailed below)
- Transaction Timeline
 - Review Period – 90 days from Effective Date.
 - Title Review Period – 45 days from Effective Date
 - Approval Conditions Deadline** – 90 days from Effective Date
 - Deadline by which Spokane Airport must obtain Board, City and County approvals (the “Approval Conditions”).
 - Note that the subject property has already been ‘released’ by the FAA.
 - Failure of Airport to obtain/satisfy Approval Conditions by Approval Conditions Deadline is not a Seller Default
 - Entitlement Period – 270 days commencing upon the expiration of the Review Period, with Buyer having 2 60-day extension options if it deposits \$15,000 (each an “Extension Deposit”) applicable but nonrefundable in escrow.
 - Closing Date – 30 days from the expiration of the Entitlement Period, provided that Approval Conditions have been previously satisfied, and further provided that:
 - Buyer can accelerate the Closing anytime after the satisfaction of the Approval Conditions by giving 10 business days’ advance notice of its desired Closing Date in connection with waiving the entitlement contingency they would otherwise be under.
 - If closing has not occurred by 12.29.2023 – Earnest Money and Extension Deposits go fully nonrefundable to Buyer, unless Seller Default
 - Outside Closing Date 07.30.2024, if failure to satisfy Approval Conditions by this date, either party can terminate Seller takes EM and Extension Deposits (post-2023)
- Other Considerations
 - Ancillary Agreements – during pendency of Agreement, if either Buyer or Seller determine the need for additional agreement(s) (drainage, wetland mitigation, access/easement rights, utilities, etc.) – parties to use commercially reasonable efforts to negotiate and contract, accordingly. Provided, the failure of such agreement on the final form of Ancillary Agreement shall not be a condition to closing and/or a default under the Agreement.
 - Representations Survival Period – 9 months
 - Post-Closing Liability Cap – 10%



SPOKANE
INTERNATIONAL AIRPORT

Thank you

**Agenda Sheet for City Council Meeting of:**

04/24/2023

Date Rec'd	4/19/2023
Clerk's File #	CPR 2023-0016
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT X6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	SRHD OPIOID TREATMENT CENTER RELOCATION

Agenda Wording

Consultation by Washington Department of Health regarding SRHD proposal to relocate its opioid treatment center.

Summary (Background)

Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	WRIGHT, CHRISTOPHER	Study Session\Other	Briefing Session 4/24/23
Division Director		Council Sponsor	Beggs, Wilkerson
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor			
Additional Approvals			
Purchasing			



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Department of Health
P.O. Box 47852
Olympia, WA, 98504-7852
ATTN: Michelle Weatherly

April 13, 2023

Delivered via email to OTPComments@doh.wa.gov

Re: Spokane Regional Health District Treatment Services Proposed OTP Relocation

Dear Ms. Weatherly,

This is in your response to your letter dated March 28, 2023, requesting feedback from the “legislative authority” for the City of Spokane regarding the proposed relocation of the OTP program currently operated by the Spokane Regional Health District (SRHD).

Article II, Section 5 of the Spokane City Charter vests the legislative authority the City of Spokane with the Spokane City Council. Thus, your letter is properly addressed to the City Council, and, under RCW 71.24.590, the City Council is the proper entity to respond to your inquiry. Consistent with our council rules, the Spokane City Council was briefed on the proposed relocation on April 24, 2023 and the matter was presented for consideration at the regular meeting of the council on May 1, 2023. At the May 1 meeting, the undersigned, all duly elected members of the Spokane City Council and reflecting a majority thereof, endorsed this letter and remain opposed to the currently proposed relocation.

We currently oppose the relocation for both procedural reasons and substantive reasons. Procedurally, there was no meaningful consultation with the City of Spokane, either through Council Member Wilkerson, who formerly sat on the Spokane Regional Health Board before it was reconfigured to exclude City Council members, or through a more recent communication directed to the council as a whole. For the SRHD to suggest otherwise is disappointing.

More important, the proposed new location appears unsuitable. The new location is near a high school and raises the specter of an unhealthy interaction between high school students and program attendees. The proposed new location is not as convenient as the current location, which is centrally

located, and which has far better parking options than the new location. In short, the proposed location is far less desirable than the existing location.

For the foregoing reasons, the undersigned members oppose the proposed relocation of the SRHD treatment program. Enclosed with this letter is the completed consultation form.

Best,

Breean Beggs, Council President

Lori Kinnear, Council Member District 2

Michael Cathcart, Council Member District 1

Betsy Wilkerson, Council Member District 2

Jonathan Bingle, Council Member District 1

Karen Stratton, Council member District 3

Zack Zappone, Council Member District 3

Committee Agenda Sheet

Select Committee Name

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	
Council Sponsor(s)	Breean Beggs, Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Response to DOH on Opioid Treatment Center
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.</p> <p>Council President and CM Wilkerson propose the council formally oppose the relocation for several reasons. First, contrary to representations made to DOH as part of its proposal, the SRHD did not consult with the City Council regarding the proposal or engage in any meaningful community outreach. Second, the proposed new location is near Lewis & Clark High school, and is in a location that offers limited parking.</p> <p>Attached are the following documents:</p> <ul style="list-style-type: none"> (1) Proposed cover letter opposing relocation of the treatment center (2) Completed consultation form, confirming the proposed site is properly zoned for the treatment center but referring all other responses to the cover letter (3) The original materials as submitted to Council by the DOH <p>The matter is being presented to the council without prior committee review, and is scheduled for the council briefing session on April 24.</p>
Proposed Council Action	Group signatures to DOH Letter
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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?

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

**COUNTY/CITY LEGISLATIVE AUTHORITY
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

Contact Information

Name of County/City Legislative Authority Completing Form

City of Spokane

Department Name

City Council

Title

Council President and Members

Telephone Number (Include area code)

(509) 625-6254

E-Mail Address

BBeggs@spokanecity.org

Street Address

808 W. Spokane Falls Boulevard

City

Spokane

State

WA

Zip Code

99201

Mailing Address (If different than above)

Street Address

City

State

Zip Code

Name of Contact Person Authorized By County/City Authority
for DOH Consultation (If different than above)

Name of County/City Legislative Authority Completing Form

Department Name

Title

Telephone Number (Include area code)

E-Mail Address

Street Address

City

State

Zip Code

Questions

1. Please comment on support or lack of support by city or county legislative authorities for proposed OTP services: **The proposed relocation does NOT have the support of the legislative authority. Please see attached letter.**

2. Has the proposed OTP communicated with the city and/or the county, as applicable, in order to secure a location that meets city or county land use ordinances? Yes No

3. Is the location of this OTP sited in accordance with appropriate city or county land use ordinances? Yes No

4. Has the proposed OTP consulted with you when developing their community relations plan in order to minimize the impact of the program on the businesses and residential neighborhoods in which the program will be located? Yes No

**COUNTY/CITY LEGISLATIVE AUTHORITY
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

5. Please comment on outcomes related to the communication and consultation that has occurred between you and the proposed OTP: **Please see attached letter.**

Authorization

Signature of person from the County/City Legislative Authority completing this form
s/ Breean Beggs

Type or Print Name

Breean Beggs, Council President

Date

4/24/2023

Please return the city/county legislative authority comments form
and any supporting documentation by 4/11/2023

Please return this material via mail, or e-mail to:

Department of Health

PO Box 47852

Olympia WA 98504-7852

E-Mail: OTPComments@doh.wa.gov



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
HEALTH SYSTEMS QUALITY ASSURANCE
PO Box 47850, Olympia, WA 98504-7850

March 28, 2023

Dear City Legislative Authority,

The Department of Health (DOH) received an application for a change of location on February 1, 2023 for DOH certification of an Opioid Treatment Program (OTP). The applicant is Spokane Regional Health District Treatment Services. The Program is proposing to move from 1101 W College Avenue to 312 W 8th, Spokane, Washington. This applicant submitted a Community Relations Plan, included with this letter, which documents the community outreach conducted by the applicant thus far.

DOH will conduct a review of the proposed OTP application as specified in Revised Code of Washington (RCW) 71.24.590 and Washington Administrative Code (WAC) 246-341. The department is required to issue a certification if the OTP meets requirements outlined.

When making a decision on an application for certification of an OTP, (RCW) 71.24.590 (1)(a)(b) requires DOH to:

- Consult with the county and city legislative authorities in the area in which an applicant proposes to locate a program.
- License or certify only programs that will be sited in accordance with the appropriate county or city land use ordinances.

Please complete the County/City Legislative Authority Consultation Form located at the end of this letter within 14 days of receipt and return the form to DOH with any additional supporting documents. Additional time for response to the consultation form may be requested if needed.

Your feedback is important to this process. If you have any questions about the DOH licensing process to approve an OTP application, please contact OTPComments@doh.wa.gov and a staff member will respond.

Department of Health
Facilities Program
Health Services Quality Assurance Division



Agenda Sheet for City Council Meeting of*

04/24/2023

Briefing date: 04/24/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 4/20/2023

Clerk's File # LGL 2023-0025

Renews #

Submitting Dept*: CITY CLERK

Cross Ref # INITIATIVE 2023-3

Contact Name & Phone*: TERRI PFISTER 625-6354

Project #

Contact E-Mail*: TPFISTER@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Special Considerations

Requisition #

Agenda Item Name: Begin with Dept #
0260 - INITIATIVE NO. 2023-3 PROHIBITING ENCAMPMENTS

Agenda Wording*: (102 character max) Additional attached?
City Clerk Report on Initiative 2023-3 filed by Brian Hansen prohibiting encampments near schools, parks, playgrounds, and child care facilities.

Summary (Background)*: (1 character max.) Additional attached?
On April 14, 2023, Brian Hansen filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of the measure. Per SMC 2.02.040, upon receiving this report from the City Clerk, the City Council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications (Date) <input checked="" type="checkbox"/> None	
Dept Head	PFISTER, TERRI	Study Session / Other	
Division Director		Council Sponsor	
Finance		Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	PICCOLO, MIKE	mpiccolo@spokanecity.org	
For the Mayor		Brian.Hansen@hcahealthcare.com	

Additional Approvals		
Purchasing		
Select Dept 1		
Select Dept 2		
Select Dept 3		

Save Cancel View Related Documents

Continuation of Wording, Summary, and Distribution

Agenda Item Name:

Agenda Wording (character max)

Summary_(Background) (character max)

or submit the initiative measure to the voters on its own motion. If the City Council does not pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure will be forwarded by the City Clerk to the City Hearing Examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Save

Cancel

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

**INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE
INITIATIVE NO. 2023 - 3**

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - 3, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

BALLOT TITLE

**INITIATIVE PROHIBITING ENCAMPMENTS NEAR SCHOOLS, PARKS,
PLAYGROUNDS, & CHILD CARE FACILITIES.**

The Spokane Municipal Code prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department’s Downtown Precinct and within three blocks of any congregate shelter. This measure amends SMC 12.02.1010 A. 3, to extend the prohibition on unauthorized camping to within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

Shall the Spokane Municipal Code be amended to prohibit encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility?

_____ YES

_____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Ordinance is printed on the reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)
1.		
20.		

Petitioner: Brian Hansen, 8603 N Upper Mayes Ln, Spokane, WA 99208, (770) 680-6518; initiative2023.3@gmail.com

Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E Capitol Ave, Jefferson City, Missouri 65101, (573) 415-8234; City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The Spokane Municipal Code currently prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct and within three blocks of any congregate shelter.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure amends the Spokane Municipal Code Section 12.02.1010A.3. by creating a new subsection 12.02.1010A.3.c. This ordinance amendment would make it unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

_____ (Signature) _____ (Date)

ORDINANCE NO. C - _____

AN ORDINANCE TO PROHIBIT ENCAMPMENTS WITHIN ONE THOUSAND (1000) FEET OF A PUBLIC OR PRIVATE SCHOOL, PUBLIC PARK, PLAYGROUND OR LICENSED CHILD CARE FACILITY

WHEREAS, the citizens of the City of Spokane recognize the need to protect schools, parks, playgrounds and child care facilities and have previously enacted laws to create protective areas around areas where children gather; and

WHEREAS, minor children are particularly vulnerable when they walk to and from schools, parks and playgrounds and deserve a safe environment when doing so; and

WHEREAS, Spokane has experienced criminal and traumatic acts in the presence and plain view of children near existing encampments; and

WHEREAS, the citizens of Spokane desire to act to keep the children of their City safe and provide law enforcement and the prosecutor lawful ordinances to enforce to keep schools, parks, playgrounds, and child care facilities safe.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Section 12.02.1010 of Title 12 of the Spokane Municipal Code is amended to read as follows:

12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in [Exhibit A](#); and
 - b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
 - c. Within one thousand (1,000) feet of the perimeter of the grounds of a public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first

confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.

- b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).

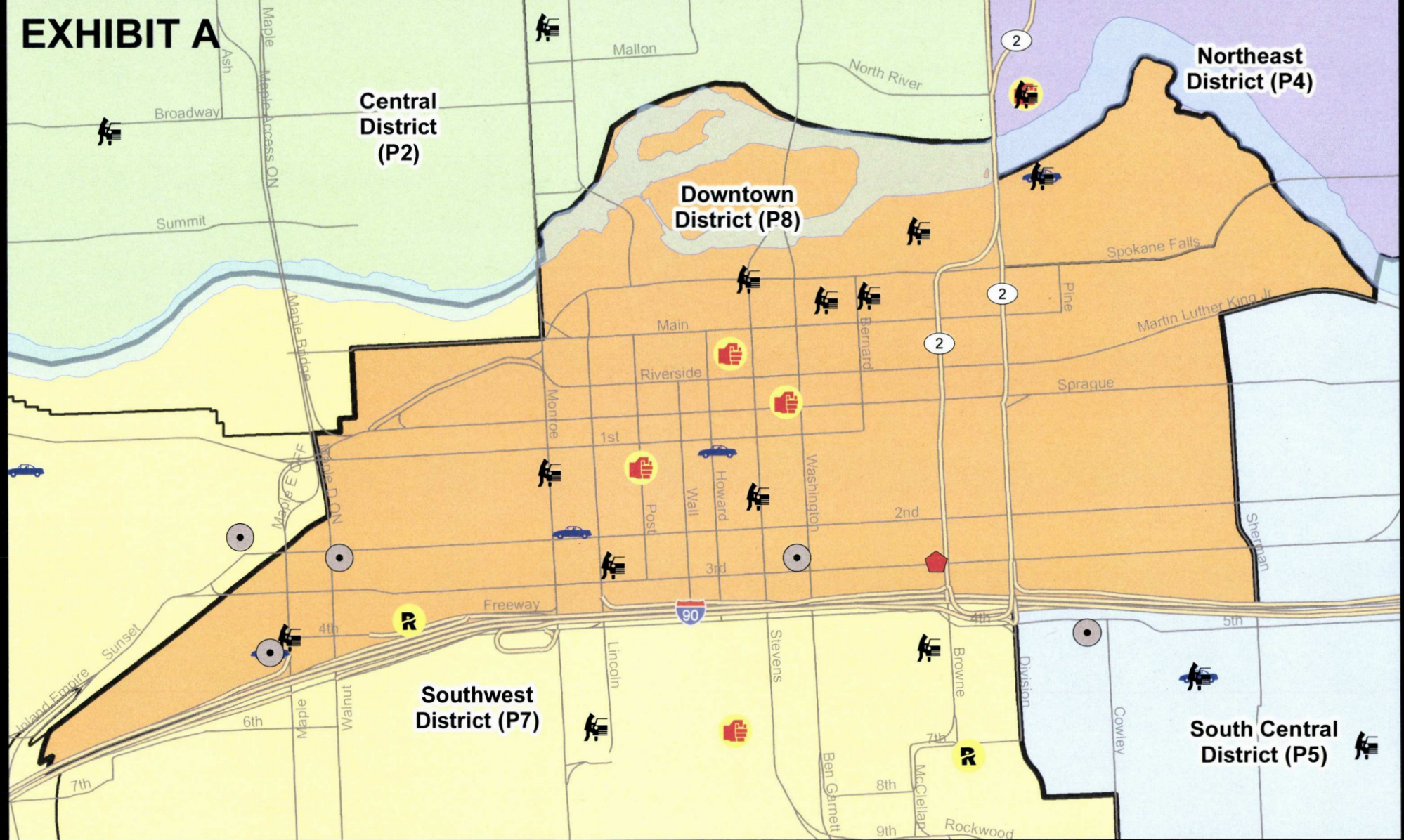
- 2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

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. Submission to the Voters. This City ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.

EXHIBIT A



City of Spokane
Downtown District (P8)
Selected
Crime Types
2021-09-12 to 2021-09-18
 Prepared By:
Crime Analysis Unit
Spokane Police Department

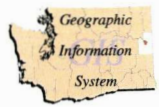
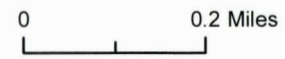
Legend

- NIBRS Events**
- Criminal Homicide
 - Robbery Commercial
 - Aggravated Assault
 - Burglary Commercial
 - Robbery Person
 - Burglary Residential
 - Burglary Garage
 - Vehicle Prowling
 - Vehicle Theft
 - Rape
 - Arson

Cases Represent LERMS Crime Codes
 Points may indicate multiple events
 Note: Veh Prowl is only Larceny category displayed



For Additional Information on Incidents
 pertaining to an Area, Trend, or Pattern
 Contact Information Analysis



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

