

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 30, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of March 30, 2026:**

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, March 27, 2026, and ending at 6:00 p.m. on Monday, March 30, 2026, via the online testimony sign-up form link which can be accessed by clicking <https://my.spokanecity.org/citycouncil/meetings/signup/> or in person outside council chambers beginning at 8:00 a.m. on March 30, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

# THE CITY OF SPOKANE



## DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MARCH 30, 2026

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER SARAH DIXIT**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER KATE TELIS**

**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:

Username: **COS Guest**

Password: **K8vCr44y**

**Please note the space in username.**

Both username 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*

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- 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 name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.

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

# **AGENDA REVIEW 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**

**DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE DRAFT AGENDA**

**CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

**(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)**

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## **LEGISLATIVE SESSION**

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

**POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Spokane Public Library Board of Trustees: One Confirm CPR 1981-0400  
 Reappointment – Shelby Lambdin

## CONSENT AGENDA

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

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

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |                                                                                                                                                                                                                                                                                  |                |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|
| <p>1. Purchase from Bud Clary Chevrolet (Longview, WA) of two Chevrolet Silverado EV Battery Electric Vehicles for the Riverside Park Water Reclamation Facility—\$116,805.82 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone)<br/> <b>Rick Giddings</b></p> | <p>Approve</p> | <p>OPR 2026-0245</p> |
| <p>2. Purchase from Bud Clary Ford (Longview, WA) of one Ford F350 Diesel Pickup for the Riverside Park Water Reclamation Facility—\$70,962.50 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone)<br/> <b>Rick Giddings</b></p>                                | <p>Approve</p> | <p>OPR 2026-0246</p> |
| <p>3. Purchase from SWS Equipment, LLC (Spokane Valley, WA) of one Curbtender automated side loader body for the Solid Waste Collection Department—\$295,339 (plus tax). (Council Sponsor: Council Member Klitzke)<br/> <b>Trace Bradburn</b></p>                                | <p>Approve</p> | <p>OPR 2026-0247</p> |

- |                                                                                                                                                                                                                                                                                                                                          |                |                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------|
| <p>4. Value Blanket with Arrow Construction Supply, LLC. (Spokane Valley, WA) for the purchase of Crafcro crack and joint sealant material from February 1, 2026, through January 31, 2032—annual amount not to exceed \$150,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)<br/><b>Clint Harris</b></p> | <p>Approve</p> | <p>OPR 2026-0248</p>                 |
| <p>5. Contract Renewal Amendment with Electronic Data Collection Corporation (Syracuse, NY) for parking management systems from March 15, 2026, through March 14, 2027—\$300,000 anticipated expense and \$1,400,000 anticipated revenue. (Council Sponsor: Council Member Klitzke)<br/><b>Jesten Ray</b></p>                            | <p>Approve</p> | <p>OPR 2021-0185<br/>RFP 5315-20</p> |
| <p>6. Five-year Interdepartmental Agreement between Public Works, Streets, and Parks &amp; Recreation Departments regarding a green area maintenance program beginning April 1, 2026—\$1,100,000 annually. (Council Sponsors: Council Members Klitzke and Zappone)<br/><b>Marlene Feist</b></p>                                          | <p>Approve</p> | <p>OPR 2026-0231</p>                 |
| <p>7. Interagency Agreement No. C2600100 with the Washington State Department of Ecology for direct funding to perform a 6PPDQ stormwater monitoring project from date of final signature through June 30, 2027—\$117,271.75. (Council Sponsor: Council Member Klitzke)<br/><b>Trey George</b></p>                                       | <p>Approve</p> | <p>OPR 2026-0250</p>                 |
| <p>8. Consultant Agreement with J-U-B Engineers, Inc. (Meridian, ID) for the design of the Freya-Palouse Roundabout Project—\$502,700. An administrative reserve of 10% of the contract price will be set aside. (Southgate Neighborhood) (Council Sponsor: Council Member Klitzke)<br/><b>Dan Buller</b></p>                            | <p>Approve</p> | <p>OPR 2026-0249<br/>ENG 2023133</p> |
| <p>9. Low Bid of (to be determined at bid opening) (City, ST) for North Hillyard Sidewalk Infill project—\$(_____). An administrative reserve of 10% of the contract price will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Klitzke)<br/><b>Dan Buller</b></p>                                                | <p>Approve</p> | <p>OPR 2026-0251<br/>ENG 2024065</p> |
| <p>10. Low Bid of Boyd's J&amp;C Construction (Chewelah, WA) for 2025 Arterial Pavement Repair—\$434,263.80. An administrative reserve of 10% of the contract price will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)<br/><b>Dan Buller</b></p>                                                       | <p>Approve</p> | <p>OPR 2026-0252<br/>ENG 2025056</p> |

11. Report of the Mayor of pending:

Approve &  
Authorize  
Payments

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2026, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2026: \$\_\_\_\_\_.

CPR 2026-0002

CPR 2026-0003

12. Minutes:

Approve All

- a. City Council Meeting Minutes: \_\_\_\_\_, 2025.
- b. City Council Standing Committee Meeting Minutes: \_\_\_\_\_, 2026.

CPR 2026-0013

# LEGISLATIVE AGENDA

## NO SPECIAL BUDGET ORDINANCES

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0022 In the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W. 59<sup>th</sup> Avenue, in the City of Spokane, and acquire a right of first refusal on Spokane County Assessor Tax Parcel 24063.0106, adjoining residential property located generally at 10612 W. 59<sup>th</sup> Avenue, in the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

**Rob Schultz**

RES 2026-0023 Setting forth the City Council’s approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HOME Investment Partnership program allocation and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action—\$2,456,950. (Council Sponsors: Council Members Zappone and Dixit) **Dawn Kinder**

**ORD C36853**      **Related to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Cathcart, and Dillon)**  
**Adam McDaniel**

## **FIRST READING ORDINANCES**

**ORD C36782**      **Relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)**  
**Jackson Deese**

**(First Reading deferred as amended to March 30, 2026, Agenda, from March 23, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to April 13, 2026, Agenda.)**

**ORD C36854**      **Relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date. (Council Sponsors: Council Members Zappone and Cathcart)**  
**Jackson Deese**

### **FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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## **OPEN FORUM**

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://my.spokanecity.org/citycouncil/meetings/signup/>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers

must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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## **ADJOURNMENT**

The March 30, 2026, Regular Legislative Session of the City Council will be held and is adjourned to April 13, 2026.

**Note:** The regularly scheduled City Council meeting for Monday, April 6, 2026, has been canceled. (There is no meeting on Monday, April 6, 2026, due to Spring Break.)

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**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 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or [ddecorde@spokanecity.org](mailto:ddecorde@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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## **NOTES**



**Agenda Sheet for City Council:**

**Committee:** **Date:** N/A

**Committee Agenda type:**

**Council Meeting Date:** 03/30/2026

**Date Rec'd** 3/5/2026

**Clerk's File #** CPR 1981-0400

**Cross Ref #**

**Project #**

**Submitting Dept** MAYOR

**Bid #**

**Contact Name/Phone** ADAM 6779

**Requisition #**

**Contact E-Mail** AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type** Boards and Commissions

**Council Sponsor(s)**

**Sponsoring at Administrators Request** NO

**Lease?** NO **Grant Related?** NO

**Public Works?** NO

**Agenda Item Name** REAPPOINTMENT OF SHELBY LAMBDIN TO THE SPOKANE PUBLIC LIBRARY

**Agenda Wording**

Reappointment of Shelby Lambdin to the Spokane Public Library Board of Trustees for a term of April 1, 2026 to March 30, 2031.

**Summary (Background)**

Reappointment of Shelby Lambdin to the Spokane Public Library Board of Trustees for a term of April 1, 2026 to March 30, 2031

**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?**

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	MCDANIEL, ADAM
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/30/2026

		<b>Date Rec'd</b>	3/3/2026
		<b>Clerk's File #</b>	OPR 2026-0245
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	WA STATE
<b>Contact Name/Phone</b>	RICK GIDDINGS 509-625-7706	<b>Requisition #</b>	RE20917,
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - PURCHASE OF (2) CHEVROLET SILVERADO EV FOR RPWRF		

**Agenda Wording**

Fleet Services would like to purchase 2 Chevrolet Silverado EV Battery Electric Vehicles for RPWRF.

**Summary (Background)**

RPWRF would like to replace 2 aging vehicles with 2026 Chevrolet Silverado EV pickups. Vehicles will be purchased from Bud Clary Chevrolet (Longview, WA) using a Washington State DES Contract. Total cost for both including sales tax is \$116,805.82.

**What impacts would the proposal have on historically excluded communities?**

NA

**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?**

NA

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

Lifecycle cost data is collected by Fleet Services for future analysis.

**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 CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 116,805.82		
Current Year Cost	\$ 116,805.82		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
Vehicle will be purchased using a Washington DES contract following all City Competitive purchasing rules.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 116,805.82	# 4320 43290 94350 56404 99999	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	RUSSELL, ADAM T.	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Division Director</b>	BOSTON, MATTHEW		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
fleetservicesaccounting@spokanecity.org			

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2026-3-45 - SPOKANE, CITY OF - 23210  
**Date:** Tuesday, March 3, 2026 1:43:10 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2026-3-45**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: 2 Silverado EVs for RPWRF
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Summit White(GAZ) - 2
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08039-0001	2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck	2	\$58,250.00	\$116,500.00
2026-08039-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	2	\$0.00	\$0.00
2026-08039-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	2	\$0.00	\$0.00
2026-08039-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys.	2	\$0.00	\$0.00
2026-08039-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	\$0.00	\$0.00

2026-08039-0006	Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability	2	\$0.00	\$0.00
2026-08039-0009	4WT Model	2	(\$5,000.00)	(\$10,000.00)
2026-08039-0010	***Options listed below for 4WT Model ONLY***	2	\$0.00	\$0.00
2026-08039-0019	VEHICLE DELIVERY - PLEASE SELECT ONE:	2	\$0.00	\$0.00
2026-08039-0022	Delivery to customer location in Eastern Washington. (DLR)	2	\$400.00	\$800.00
2026-08039-0205	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	2	\$76.00	\$152.00
2026-08039-0206	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	\$52.00	\$104.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	2
<b>Sub Total:</b>	\$107,556.00
<b>8.6 % Sales Tax:</b>	\$9,249.82
<b>Quote Total:</b>	\$116,805.82



**Taxes & Licenses Department**

808 W Spokane Falls Blvd  
Spokane WA 99201-3336  
509-625-6070  
taxesandlicenses@spokanecity.org

**Business License Exemption Request Form**

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is \_\_\_\_\_
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

**CERTIFICATION OF BUSINESS ACTIVITIES**

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan

Government Contracts Manager

Signature

Title

kathleen.brennan@budclary.com

360-423-4321

email

phone

700 7th Avenue

Longview, WA 98632

Address

City, State, Zip

Date: 10/22/25

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date:

10/27/25

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/30/2026

		<b>Date Rec'd</b>	3/3/2026
		<b>Clerk's File #</b>	OPR 2026-0246
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	WA STATE
<b>Contact Name/Phone</b>	RICK GIDDINGS 509-625-7706	<b>Requisition #</b>	RE20902
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - PURCHASE OF FORD F350 DIESEL FOR RPWRF		

**Agenda Wording**

Fleet Services would like to purchase one Ford F350 Diesel Pickup for RPWRF.

**Summary (Background)**

RPWRF would like to replace an aging service vehicle with a 2026 Ford F350 Diesel 4x4 pickup. The unit will be purchased from Bud Clary Ford of Longview using a Washington DES Contract. Total cost including sales tax is \$70,962.50.

**What impacts would the proposal have on historically excluded communities?**

NA

**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?**

NA

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

Lifecycle cost data is collected by Fleet Services for future analysis.

**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 CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 70,962.50		
Current Year Cost	\$ 70,962.50		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
Vehicle will be purchase using a WA DES Contract following all City Competitive Purchasing Rules.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 70,962.50	# 4320 43230 94350 56404 99999	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	RUSSELL, ADAM T.	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Division Director</b>	BOSTON, MATTHEW		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
fleetservicesaccounting@spokanecity.org			

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2026-2-191 - SPOKANE, CITY OF - 23210  
**Date:** Tuesday, February 10, 2026 11:15:00 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2026-2-191**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer: Bud Clary Ford (W403)	Dealer Contact: Kathleen Brennan	Dealer Phone: (360) 423-4321 Ext: 10943
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**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: RPWR F350
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08011-0001	2026 Ford F-350 4WD	1	\$46,130.00	\$46,130.00
2026-08011-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	\$0.00	\$0.00
2026-08011-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-08011-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-08011-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00

2026-08011-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-08011-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00
2026-08011-0010	2026 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2026-08011-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10,800# GVWR, LT245/75Rx17E BSW All-Season Tires #TD8 (X3B/164WB)	1	\$2,872.00	\$2,872.00
2026-08011-0026	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20 [Manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Operator Commanded Regeneration (OCR), 190-Amp Alternator, Dual 750CCA Batteries #86M, 3.31 RAR #X31] [DRW w/ 4.10 RAR also includes 3in Hitch receiver in lieu of 2.5in] [GVWR: (Reg 142WB 11499#) (Ext 148WB 11000#, 164WB 11300#) (Crew 160WB 11200#, Crew 176WB 11499#) [Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons] (99T/44G)	1	\$10,776.00	\$10,776.00
2026-08011-0032	Engine Block Heater (41H)	1	\$187.00	\$187.00
2026-08011-0033	Snow Plow Prep Package (4x4 Only) [Includes computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rapid-Heat Supplemental Cab Heater #41A w/Diesel] (Not compatible with Heavy Service Front Suspension Packages #67H or #63R) (Ford recommends also ordering dual batteries for maximum compatibility) (473)	1	\$245.00	\$245.00
2026-08011-0054	410-Amp Dual Alternator (250 amp plus 160 Amp) (Available with gas ONLY if ordering Dual Batteries #86M) (67B)	1	\$113.00	\$113.00
2026-08011-0061	Wheel Well Liner, Front (61L)	1	\$177.00	\$177.00
2026-08011-0062	Wheel Well Liner, Rear (Not available w/ Dual Rear Wheels DRW) (61M)	1	\$177.00	\$177.00
2026-08011-0064	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2026-08011-0070	Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67D] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S)	1	\$226.00	\$226.00
2026-08011-0081	360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-mounted in front of the CHMSL) (91G)	1	\$647.00	\$647.00

2026-08011-0083	LED Box Lighting (Includes LED Center High-Mounted Stop Lamp CHMSL) (66L)	1	\$59.00	\$59.00
2026-08011-0200	INFORMATION ONLY: #200-899 Dealer Installed Options. (#200-249 Basic Dealer Options) (#250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more) (#300-399 Lighting: Amber lighting packages and options, Spotlights) (#400-699 Truck bed equipment: ProTech Aluminum Cab Racks, Ladder Racks and Toolboxes; Adrian Steel toolboxes; Tonneau covers: Ford hard tri-fold tonneau, Truxedo roll-up Tonneau; Bedslide cargo trays, Decker storage drawers) #700-799 Adrian Steel commercial aluminum truck cap, extendobed, and options) #800-849 ARE V-Series fiberglass canopies and options #900-999 Police/Fire/Amber Lighting packages installed by Day Wireless, Longview. #1000-1999 Truck bodies and upfits by Allied Body Works. (To view #900-1999 options, click on DISPLAY UPFIT OPTIONS at bottom of page).	1	\$0.00	\$0.00
2026-08011-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$450.00	\$450.00
2026-08011-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$76.00	\$76.00
2026-08011-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$52.00	\$52.00
2026-08011-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$152.00	\$152.00
2026-08011-1340	Adrian Steel Loadrunner Ladder Rack (Requires Pickup Box) (ADR SLR-.F.S) (ABW1340)	1	\$2,567.00	\$2,567.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$65,343.00
<b>8.6 % Sales Tax:</b>	\$5,619.50
<b>Quote Total:</b>	\$70,962.50



**Taxes & Licenses Department**

808 W Spokane Falls Blvd  
Spokane WA 99201-3336  
509-625-6070  
taxesandlicenses@spokanecity.org

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- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is \_\_\_\_\_
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

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I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan

Signature

Government Contracts Manager

Title

kathleen.brennan@budclary.com

email

360-423-4321

phone

700 7th Avenue

Address

Longview, WA 98632

City, State, Zip

Date: 10/22/25

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date:

10/27/25

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/30/2026

		<b>Date Rec'd</b>	2/25/2026
		<b>Clerk's File #</b>	OPR 2026-0247
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE COLLECTION	<b>Bid #</b>	SOURCEWELL CO-
<b>Contact Name/Phone</b>	TRACE 625-6524	<b>Requisition #</b>	RE 20921
<b>Contact E-Mail</b>	TBRADBURN@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	PURCHASE OF CURBTENDER AUTOMATED SIDE LOADER COLLECTION BODY		

**Agenda Wording**

Purchase of one (1) Curbtender automated side loader (ASL) body for Solid Waste Collection -- \$295,339.00, plus applicable taxes.

**Summary (Background)**

Solid Waste Collection is requesting to replace the body on one (1) of the department's 2021 ASL collection trucks. The chassis is still in good working condition with low miles and hours while the body is no longer cost effective or practical to maintain and repair. The issues and ongoing maintenance have caused this vehicle to be unusable for 50% of its time in service to date. This body will be purchased from SWS Equipment, LLC (Spokane Valley, WA) utilizing Sourcewell Cooperative Purchasing Contract #110223-CRB. Expected delivery is Q4 of 2026.

**What impacts would the proposal have on historically excluded communities?**

No impacts are identified. Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services as identified. We recognize the need to maintain affordability and predictability for all solid waste customers and are committed to being financially and environmentally responsible.

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

This purchase is designed to manage costs and continue the delivery of solid waste services in support of all ratepayers. It will not impact race, 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?**

Public Works follows the City's established procurement regulations and policies. Solid Waste Collection monitors vehicle cost data for current and future decisions.

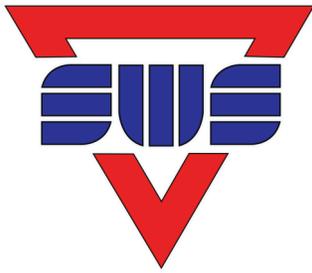
**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

This purchase is consistent with the City's requirement to help align city policies regarding rates and ensure we are covering the costs of providing solid waste services.

**Council Subcommittee Review**

N/A - No subcommittee review.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ \$322,214.85, including tax		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b>Narrative</b>			
A 10% administrative reserve of \$32,221.49 is being requested in addition to the quoted cost to allow for possible steel market escalations and tariff impacts. This is encumbered as a separate line item on the requisition.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 322,214.85 (including tax)	# 4500-45900-94370-56404-99999	
Expense	\$ 32,221.49 (10% admin reserve)	# 4500-45900-94370-56404-99999	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes, this funding source is sustainable in future years.			
<b>Expense Occurrence</b>	N/A		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	BRADBURN, TRACE	<b>PURCHASING</b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
skylers@swsequipment.com		tbradburn@spokanecity.org	
rschoonover@spokanecity.org		jsalstrom@spokanecity.org	
rhughes@spokanecity.org		rgiddings@spokanecity.org	
tprince@spokanecity.org		Tax & Licenses	



# SWS Equipment, LLC.

## QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon  
All Correspondence Remit: PO Box 13040, Spokane, WA 99213  
800-892-7831 ~ Fax 509-533-1050 ~ skylers@swsequipment.com  
www.SWSequipment.com

Quote To:  
City of Spokane - Refuse  
Rick Hughes  
rhughes@spokanecity.org  
Phone: (509) 625-7806  
Cell:

Ship To:  
615 North Nelson Street  
Spokane, WA 99202  
  
Bill To:  
615 North Nelson Street  
Spokane, WA 99202

Quote #: 3735.2  
Date: 02/23/2026  
Sales Rep: Skyler Sharpe  
FOB: Destination  
Ship Via: Bestway  
Est. Ship Date: Q4 2026  
Term: Net on Delivery

Pricing Per Sourcewell Contract #110223-CRB  
City of Spokane Sourcewell Member #33592

Chassis: Peterbilt 520 VIN: 3BPD LH0XZMF109927

Qty	Description	Unit Price	Ext. Price
1	Curbtender 31YD PowerPak (Bubble Tailgate) Automated Side Load Refuse Collection Body	\$ 168,851.00	\$ 168,851.00
1	Full Eject (FE)		
1	PowerArm		
1	EPC, Electric-Over-Hydraulic, Proportional Controls		
1	Factory Install		
1	CNG Prep	\$ 2,080.00	\$ 2,080.00
1	CNG body roof mount bracket/reinforcement	\$ 1,647.00	\$ 1,647.00
1	Front Engine PTO	\$ 823.00	\$ 823.00
1	High Speed Packer (Triple Vane Pump) - 12L Engine Req'd	\$ 4,251.00	\$ 4,251.00
1	1800 PSI Packer Limit Switch		
1	Service Hoist w/ Integrated Power Unit	\$ 6,435.00	\$ 6,435.00
1	Joystick w/ Toggle-to-Grip		
1	Street Level Aux Rocker Switches	\$ 634.00	\$ 634.00
1	Remote Grease Line, Lift Cylinder	\$ 328.00	\$ 328.00
1	Residential Rigid Gripper	\$ 1,170.00	\$ 1,170.00
1	Bolt On Grippers		
1	Hopper Cover, Air Cylinder Operated	\$ 3,406.00	\$ 3,406.00
1	3/16" Hardox Hopper Liner	\$ 3,519.00	\$ 3,519.00
1	Extended Chute for Clean Out Doors	\$ 663.00	\$ 663.00
1	Front Body Enclosure, Solid	\$ 853.00	\$ 853.00
1	3/16" Packer Liner (Face & Snout)	\$ 1,599.00	\$ 1,599.00

Qty	Description	Unit Price	Ext. Price
1	Remote Grease Line, Pack Cylinder	\$ 325.00	\$ 325.00
1	3/16" Hardox Body Floor Liner	\$ 3,770.00	\$ 3,770.00
1	1 Row, Body Retention Teeth	\$ 303.00	\$ 303.00
1	Remote Grease Line, Tailgate Cylinder	\$ 328.00	\$ 328.00
1	Tool Box (Chassis Mounted)	\$ 1,170.00	\$ 1,170.00
1	Rubber Mud Flaps (Forward Rear Wheel)	\$ 429.00	\$ 429.00
1	LED S/T/T/REV		
1	LED Work Lights, Low/Mid/High	\$ 1,061.00	\$ 1,061.00
1	LED Flood Lights, Body Side (2)	\$ 392.00	\$ 392.00
1	LED Flood Lights, High Rear (2)	\$ 390.00	\$ 390.00
1	LED Rear Strobe, Single, High Center Mount	\$ 481.00	\$ 481.00
1	LED Smart Lights (Wig Wag)	\$ 578.00	\$ 578.00
1	LED Rear Strobe, Single, Low Center Mount	\$ 481.00	\$ 481.00
1	LED Oval Front Body Warning Light, Dual	\$ 468.00	\$ 468.00
1	Fire Extinguisher 20 LBS on Body	\$ 654.00	\$ 654.00
1	Safety Vision Camera System W/ 7" Monitor	\$ 3,120.00	\$ 3,120.00
1	Left Side Alley Camera	\$ 1,300.00	\$ 1,300.00
1	Hopper Camera	\$ 1,560.00	\$ 1,560.00
1	Body Protective Under Coating	\$ 2,990.00	\$ 2,990.00
1	Performance White Paint		
1	Sourcewell discount	\$ -5,000.00	\$ -5,000.00
1	Repeat customer discount	\$ -2,000.00	\$ -2,000.00
1	5-Year Premier Standard Warranty - Body Structural		
1	5-Year Premier Standard Warranty - Arm Structural		
1	5-Year Premier Standard Warranty - Operational Electronics		
1	Agility 90DGE fuel system - install with front and side fill ports	\$ 48,963.00	\$ 48,963.00
1	Remove and Scrap existing body (Bridgeport ASL and CNG system)	\$ -3,750.00	\$ -3,750.00
1	Used Chassis Prep	\$ 2,210.00	\$ 2,210.00
1	Add Frame Extension for rear body hinge for service hoist		
1	Paint chassis frame Gloss Black starting at back of cab	\$ 1,500.00	\$ 1,500.00
Subtotal		\$ 255,982.00	\$ 255,982.00

Qty	Description	Unit Price	Ext. Price
1	Lowboy/Trailer used truck from SWS-Spokane to Curbtender - Cedar Falls, IA		\$ 12,000.00
1	Lowboy/Trailer re-bodied truck from Curbtender - Cedar Falls, IA to SWS-Spokane, WA		\$ 12,000.00

Qty		
1	Body Pre-Delivery Inspection	\$ 2,200.00
1	Graphics on side of body and paint stripes on body	\$ 5,420.00
1	Groeneveld Autolube system for body, arm and chassis components	\$ 7,737.00
1	Delivery via SWS Representative	
		Subtotal \$ 39,357.00
		Total \$ 295,339.00
Sales Tax (\$)		\$ 26,875.85
		Grand Total \$ 322,214.85

WA State Sales Tax Code: 3210 at 9.1% at time of quote

NOTE: Additional chassis repairs or modifications will be quoted for approval in additional to quoted amount.

**QUOTE VALID FOR 30 DAYS**

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

*Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.*

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** SWS EQUIPMENT LLC

**Business name:** SOLID WASTE SYSTEMS, INC.

**Entity type:** [Limited Liability Company](#)

**UBI #:** 601-245-968

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 6515 E NIXON AVE  
SPOKANE VALLEY WA 99212-1062

**Mailing address:** PO BOX 13040  
SPOKANE VALLEY WA 99213-3040

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

< Page 1 of 1 >

**Endorsements**

spokane

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T12004607BUS			Active	Apr-30-2026	Oct-15-2012
<a href="#">Spokane Valley General Business</a>	00931			Active	Apr-30-2026	Feb-07-2004

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
DOMBROWIK, ANTHONY	
LAWVER, SEAN	

**Registered Trade Names**

Registered trade names	Status	First issued
SWS EQUIPMENT, INC	Active	Apr-24-2017

[View Additional Locations](#)



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd**

3/4/2026

**Clerk's File #**

OPR 2026-0248

**Cross Ref #****Project #****Council Meeting Date:** 03/30/2026**Submitting Dept**

STREET

**Bid #****Contact Name/Phone**

CLINT HARRIS 625-7744

**Requisition #****Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

VALUE BLANKET FOR CRACK AND JOINT SEALANT

**Agenda Wording**

The Street Department is seeking approval for a Value Blanket for the purchase of Crafcoc crack and joint sealant material, through Arrow Construction Supply, LLC, (Spokane Valley, WA) with an annual amount not to exceed \$150,000.

**Summary (Background)**

Pricing to be based upon WA State DES Contract 05124 for Roadway Surface and Repair Materials, that has an effective date of 2/1/2026 and has a final term that ends on 1/31/2032. Crafcoc crack and joint sealant is a product that will preserve the life and integrity of City roadways.

**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?**

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 150,000
Current Year Cost	\$ 150,000
Subsequent Year(s) Cost	\$ 150,000
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 150,000	# 1100-21700-42300-53210-99999
Select \$	#
<b>Funding Source</b>	Recurring
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	HARRIS, CLINT E.
<b>Division Director</b>	GBYRD
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	GBYRD
<b>Distribution List</b>	
Traci Gering traci@asphaltsupply.net	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

# Contract Summary

## Road Surface and Repair Materials

[See vendors on this contract and their certifications](#)

Contract #: 05124

Replaces: [07121](#)

Contract Type: STATEWIDE CONTRACT

### Notice, This Page is Under Construction! Please forgive any broken links/issues

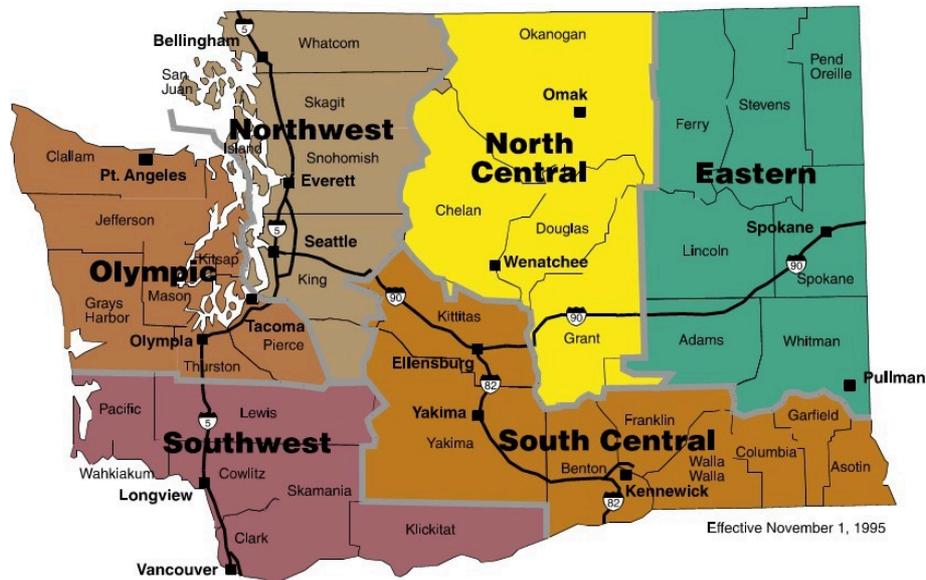
Awarded Contractors will be added as we work through the onboarding process with Contractors.

### Contract Scope

This statewide contract enables purchasers to obtain Roadway Maintenance Products, including emulsions, sealants, and other items typically used by the Washington State Department of Transportation, as well as Washington Counties and Cities responsible for road maintenance. Customers are advised to review the detailed specifications and requirements for each item to ensure they meet their specific needs.

### Regions

This contract was awarded regionally. Please see the map below to identify each county's assigned region.



**Northwest:** San Juan, Whatcom, Skagit, Island, Snohomish, King

**North Central:** Okanogan, Chelan, Douglas, Grant

**Olympic:** Clallam, Jefferson, Grays Harbor, Mason, Kitsap, Thurston, Pierce

**Southwest:** Pacific, Wahkiakum, Lewis, Cowlitz, Clark, Skamania, Klickitat

**South Central:** Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin

**Eastern:** Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman

### How to Use this Contract

1. Reference DES Contract No. 05124 on your Agency's Purchase Order.
2. Review the Contractor information to find product offerings, pricing, and contact information for each Main Award Contractor.
3. Purchasers should be advised that delivery is **not included for most line items** in the price.

4. Contact the sales representatives directly to consult about their products and services, and request a quote for shipping if desired.
5. Consult the [Frequently Asked Questions \(FAQ\)](#) for common questions on this contract.
6. Contact the Contract Administrator [Carmen Hill](#) for assistance or any questions.

7. For more information, visit the [Contract Administrator's Office](#) at [https://apps.des.wa.gov/DESContracts/ContractSummary/05124](#).

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## CONTRACTOR INFORMATION

### Arrow Construction Supply, LLC

Regions: ALL

Category 2, Subcategory: A, B1, B2, B3, C1, C2, C3, C5, D1, D2, D3, D4, D5, D6, D7, F1, F2, F4

Category 4, Subcategory: A2, A3, C2, F1, F4

Category 5, Subcategory: A1, A2

[Traci Gering](#) | Phone: 509-368-9460

[Contract](#) | [Pricing](#)

### Crafco, Inc.

*Contract Award Pending*

### Coral Sales Co.

Regions: ALL

Category 2, Subcategory: D6

Category 2, Subcategories: C1 & D1

[Jamie Bernstein](#) | Phone: 503-344-1782

[Contract](#) | [Pricing](#)

### Ergon Asphalt & Emulsions, Inc.

Regions: South Central, North Central, Eastern

Category 1, Subcategory: B1, B2

[Brian Mellon](#) | Phone: 509-487-4560

[Contract](#) | [Pricing](#)

### Kent's Oil Service dba

*Contract Award Pending*

### Lakeside Industries, Inc.

Regions: ALL

Category 2, Subcategories: A, D2, D3, D4, D5, D6, D7

[Rob Rosson](#) | Phone: 425-677-6833

[Contract](#) | [Pricing](#)

### Maxwell Products, Inc.

Regions: ALL

Category 2, Subcategories: B1, B2, B3, C1, C2, C3, C5

[Nicole Maxwell](#) | Phone: 801-433-4347

[Contract](#) | [Pricing](#)

### Phoscrete Corp.

Regions: ALL

Category 4, Subcategories: A2, A3, B1, F4

[Erica Gerhart](#) | Phone: 561-420-0595 x1201

[Contract](#) | [Pricing](#)

### SealMaster Washington (R5)

Regions: ALL

Category 2, Subcategories: B1, B2, C3, D3, E, F2

Category 5, Subcategory: A1

Regions: Olympic, Northwest, South Central, North Central, Eastern

Category 2, Subcategories: C1, C2, C5, D2, D5

[Steve Dalzell](#) | Phone: 503-329-5979

[Contract](#) | [Pricing](#)

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), follows [DES procurement process](#), and DES has determined that entering into this master contract will be in the best interest of the State of Washington.

Effective Date: 02-01-2026

Est. Annual Worth: \$1,000,000

Current Term Ends On: 01-31-2029

Final Term Ends On: 01-31-2032

Commodity Code(s): 745-02, 745-04, 745-05, 745-06, 745-07, 745-08, 745-10, 745-12, 745-11, 745-13, 745-14, 745-21, 745-28, 745-31, 745-35, 745-42, 745-45, 745-49, 745-50, 745-56, 745-63, 745-65, 745-67, 745-68, 745-70, 745-77, 745-80, 745-86, 745-84, 745-87, 750-21, 750-32, 750-28, 750-30, 750-33, 750-42, 750-45, 750-50, 750-52, 750-60, 750-62, 750-70, 750-72, 750-91, 750-96, 150-12, 315-10, 315-30, 745-01, 750-14, 750-35, 750-51, 750-54, 750-56, 750-59, 750-93, 750-95, 755-06, 755-08, 755-37, 755-43, 755-10, 755-15, 755-20, 755-25, 755-30, 755-35, 755-40, 755-45, 755-47, 755-80, 755-50, 755-55, 755-60, 755-65, 755-70, 755-73, 755-74, 755-75, 755-85, 755-95, 755-90, 967-18, 929-12, 929-14, 929-15, 750-07, 750-49, 913-71, 961-54, 750-77, 750-84, 770-77, 750-89, 085-85, 830-64, 830-67, 755-92, 967-12, 210-07, 210-10, 210-15, 914-30, 929-32, 906-19, 210-16, 210-17, 210-18, 929-29, 929-30, 961-18, 192-25, 210-26, 210-27, 150-16, 330-10, 570-25, 150-35, 210-35, 550-31, 210-45, 890-40, 210-47, 210-55, 658-34, 150-60, 210-80, 545-86, 210-85, 825-90

Diversity: 0% WBE 0% MBE

# of Bids Received: 11

Contact Info: Carmen Hill  (360) 407-9425  
 [carmen.hill@des.wa.gov](mailto:carmen.hill@des.wa.gov)

Secondary Contact Julie Hannah  (360) 407-8219  
 Info:  
 [julie.hannah@des.wa.gov](mailto:julie.hannah@des.wa.gov)

#### [Vendor and Contract Performance Feedback Form](#)

Please send an email request to the [Contract Administrator](#) for copies of any submitted feedback  
[See the list of customers and vendors for the contract](#)

#### Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
- [Customer Communication Profile](#)

- Arrow Construction Price Sheet
- Coral Sales Price Sheet
- Ergon Asphalt & Emulsions Price Sheet
- Lakeside Industries, Inc. Price Sheet
- Maxwell Products, Inc. Price Sheet
- Phoscrete Price Sheet
- Pricing & Ordering
- SealMaster Washington Price Sheet
- Arrow Construction Contract
- Coral Sales Contract
- Ergon Asphalt & Emulsions Contract
- Lakeside Industries Contract
- Maxwell Products Contract
- Phoscrete Contract
- R5 dba SealMaster Contract
- Albina Asphalt Bid
- Albina Asphalt Bid Price
- Arrow Construction Bid
- Arrow Construction Bid Price

- Competitive Solicitation
- Competitive Solicitation Bid Price Sheet
- Coral Sales Bid
- Ergon Bid
- Ergon Bid Price
- Lakeside Industries, Inc. Bid
- Lakeside Industries, Inc. Bid Price
- Maxwell Bid
- Maxwell Bid Price
- Seal Master Portland Bid
- Seal Master Portland Bid Price
- Competitive Solicitation Amendments
- Frequently Asked Questions (FAQ)

**Showing 1 to 7 of 7 Vendors**

All  Vendors Per Page.

Search Vendors:

1

Vendor <input type="checkbox"/>	Vendor # <input type="checkbox"/>	OMWBE <input type="checkbox"/>	Small Business <input type="checkbox"/>	Veteran <input type="checkbox"/>	Considerations / Preferences <input type="checkbox"/>	Award Type <input type="checkbox"/>
ARROW CONSTRUCTION SUPPLY, LLC	W6633					Main
CORAL SALES COMPANY	W232					Main
ERGON ASPHALT & EMULSIONS, INC.	W25182					Main
LAKESIDE INDUSTRIES, INC.	W30003					Main
MAXWELL PRODUCTS, INC.	W7706					Main
PHOSCRETE CORPORATION	W37957					Main
R5 INC.	W112202					Main

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

[Award Types = Main, Reserved, and Main/Reserved](#)

- = Veteran Owned
- = Small Business
- = [Preference Contract w/ Green Recycled Content](#)
- = [\\*Preference Executive Order 18-03](#)

 = [\\*Preference Electronic Products Purchasing](#)

HFC = [\\*Preference Hydrofluorocarbons Products Purchasing](#)

 = [\\*Preference Nonmercury-Added Products Purchasing](#)

 = [\\*Preference Polychlorinated Biphenyls \(PCBs\) Purchasing](#)

\* = Newly Added Icon.

 = [All Other Green Considerations](#)

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[👁 Find a Contracts Specialist](#)

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## < Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** ARROW CONSTRUCTION SUPPLY, LLC

**Business name:** ARROW CONSTRUCTION SUPPLY, INC.

**Entity type:** [Limited Liability Company](#)

**UBI #:** 601-883-645

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 9915 E TRENT AVE  
SPOKANE VALLEY WA 99206-4204

**Mailing address:** 9915 E TRENT AVE  
SPOKANE VALLEY WA 99206-4204



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Millwood General Business</a>				Active	Jun-30-2026	Oct-14-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12034429BL			Active	Jun-30-2026	Oct-15-2012

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

## Registered Trade Names

Registered trade names	Status	First issued
ARROW CONSTRUCTION SUPPLY, LLC	Active	Dec-15-2023



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
3/12/2026 3:07:31 PM

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### **Contact us**

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**Check if your browser is supported**



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/30/2026

		<b>Date Rec'd</b>	3/3/2026
		<b>Clerk's File #</b>	OPR 2021-0185
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	PARKING SERVICES	<b>Bid #</b>	RFP 5315-20
<b>Contact Name/Phone</b>	JESTEN RAY 6819	<b>Requisition #</b>	CR 28435
<b>Contact E-Mail</b>	JRAY@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	PARKING MANAGEMENT SYSTEMS CONTRACT RENEWAL #1		

**Agenda Wording**

Electronic Data Collection Corporation (EDC) provides the City with Parking Management Systems. The original contract term was 5 years with the option for annual renewal. This is the first contract renewal with amendment which will run from March 15 , 2026 to March 14, 2027. The anticipated expense is \$300,000 and revenue is \$1.4 Million.

**Summary (Background)**

Electronic Data Collection (EDC) has provided 1) citation management system with interactive voice response, 2) mobile enforcement app, 3) permit management system, 4) customer web payment portal, and 5) mobile license plate recognition system since 2021. We use EDC for all parking tickets written, any parking permits that are not space based, and to enforce using license plates and time stays. This is the first contract renewal which extends the contract to March 14, 2027 and amends the Cost and Fees (Exhibit E) to remove old equipment no longer available and adds a few new items available to us. The anticipated expense is \$300,000 and revenue is \$1.4 Million.

**What impacts would the proposal have on historically excluded communities?**

The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. This item supports the operations of Parking Services.

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

We do not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.

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

Parking Services follows the City's established procurement regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

**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?**

Contract aligns with Parking Services goals.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 300,000
Current Year Cost	\$ 300,000
Subsequent Year(s) Cost	\$ TBD
<b><u>Narrative</u></b>	
The contract is revenue generating due to ticket payments and permits.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 300,0000
Select	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	RAY, JESTEN
<b>PURCHASING</b>	GBYRD
<b>Division Director</b>	GBYRD
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	GBYRD
<b>Distribution List</b>	
Chris Genung chris@aimsparking.com	jray@spokanecity.org
parkingservicesaccounting@spokanecity.org	adbrown@spokanecity.org
jsnyder@spokanecity.org	



**CITY OF SPOKANE**  
**CONTRACT RENEWAL AMENDMENT**  
Title: **PARKING MANAGEMENT SYSTEMS**

This Contract Renewal Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ELECTRONIC DATA COLLECTION CORPORATION, (EDC)**, whose address is 105 Wyoming Street, Suite 300, Syracuse, New York 13204, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide the City with a Parking Management Systems; and*

*WHEREAS, changes have been made to the Costs and Fees; thus the original Contract needs to be formally Amended by this written document; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 24, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal Amendment shall become effective on March 15, 2026 and shall run through March 14, 2027.

**3. AMENDMENT.**

Exhibit E – Costs and Fees has been updated and is attached hereto..

**4. COMPENSATION.**

The City shall pay an amount not to exceed **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)**, plus applicable sales tax, payable in accordance with Exhibit E attached hereto, for everything furnished and done under this Contract Renewal Amendment. 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.

**5. DEBARMENT AND SUSPENSION.**

The Company 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 Amendment by having legally-binding representatives affix their signatures below.

**ELECTRONIC DATA COLLECTION CORPORATION, (EDC)**

**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 Amendment**  
Certification Regarding Debarment  
Exhibit E – Costs and Fees

26-025a

**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)

## City of Spokane Parking Management Systems Costs and Fees

Item	Description	Price	Unit or Period
<b>1. Hardware</b>			
Zebra ZQ511	3" Direct Thermal Mobile Printer	\$927.00	Each
ZQ511 Accessory	Shoulder Strap ( P1051921)	\$13.00	Each
ZQ511 Adapter	AC Adapter (P1031365-024)	\$75.00	Each
ZQ511 Battery	Battery ( P1031365-059)	\$131.20	Each
ZQ510 Battery	ZQ510 Battery	\$131.20	Each
PAX A80	LAN P2PE Credit Card Device Retail Pad	\$360.00	Each
PAX A920 Pro	WiFi/Cellular P2PE Credit Card Device	\$459.00	Each
PAX A6650 Mix	Cellular P2PE Android Smartphone (Included with AIMS Events POS App)	\$754.00	Each
<b>2. Parking Management Software</b>			
AIMS Parking Management Software	Single Agency Use Software Site License (01222100224). EDC hosted environment with an unlimited number of users.	\$0.00	1
<b>3. Software Handhelds (recurring)</b>			
AIMS Mobile Enforcement (TICKETER) APP (Fee)	Parking Citation Issuance transmitted real time to AIMS Parking Management System database. Integrates with pay by space, pay by plate and LPR. (Android)	\$208.00	Each device a month
<b>4. Citation Management System (recurring)</b>			
AIMS Citation Management System Subscription	Adjudication, Register Owner/Vehicle Identification Number lookups, Registration holds, EROL out of state lookups, Boot and Tow Module.	\$7,686.45	Month
Citation Fee Online Payment Transaction	Customer convenience fee for online payment transaction through AIMS Web.	\$.15	Each
Citation Fee IVR Payment Transaction	Customer convenience fee for payment transaction through Interactive Voice Response (IVR) System.	\$3.25	Each
Citation Bill Print & Mail	8.5"x11" 24 lbs white paper stock with perforated return payment coupon. Return payment envelope. CASS address validation. Optional NCOA Address updates cost \$0.35 each. Postage prepaid and billed monthly.	\$0.60	Each
IVR System	Dedicated phone number and setup for customers to call in to pay parking citation with a credit card from phone prompts in English and other languages the customer can choose from (44). Can be cancelled at any time with 30-day notice, minimum of one year use. \$3.25 per transaction, minimum \$500/month. 7% Monthly FCC Fee.	\$500.00	Month
<b>5. Permit Management System (recurring)</b>			
AIMS Permit Management System Subscription	Permit management software, services, and support.	\$5,124.30	Month
Permit Fee Online Payment Transaction	Customer convenience fee for online permit payment (space or license plate based).	\$.15	Each
<b>6. AIMS Web</b>			
AIMS Web	Online customer web portal that connects in real time to AIMS Parking Management System database. AIMS hosts the server for AIMS Web + online customer portal.	\$0.00	n/a
<b>7. License Plate Recognition (LPR) System</b>			
<b>Hardware</b>			
AIMS Mobile LPR Enforcement System	Camera equipment* (AutoVu SharpZ3), in-vehicle laptop**, laptop mounting equipment, communications equipment (GPS technology), and all associated mounting hardware and cables. *Equipment comes with a 1-year repair and return warranty. **Laptop has a 5-year warranty from Panasonic.	\$30,954.00	Unit
Installation	Genetec AutoVu LPR Camera's installed on-site in Spokane, system set-up with real-time integration with AIMS.	\$5,000.00	Unit
Shipping	Fee to Ship LPR equipment.	\$500.00	Unit
<b>Software</b>			
Patroller and Security Desk	Patroller (in-vehicle) and Security Desk (desktop) training and testing. Includes licensing and software fees, system integration costs, interface and report development.	\$5,000.00	1
Hosting (recurring)	Data storage and maintenance - Genetec Security Center LPR server.	\$4,800.00	Annual
<b>Warranty</b>			
Repair and Return	The LPR hardware comes with a 1-year repair and return warranty.	\$0.00	Unit
Advance Swap	AU-K-CXX upgrade from return and repair to Advanced Swap warranty service for first year. (AU-K-CXX-EWUP-1Y)	\$558.60	Unit
<b>Extended coverage must be prepaid and maxes out at 5 years</b>			
Extended Repair and Return	1 Years additional coverage for AU-K-CXX kit with Return and Repair	\$2,633.40	Unit

	coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-1Y)		
	2 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-2Y)	\$4,740.12	Unit
	3 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-3Y)	\$6,715.17	Unit
	4 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-4Y)	\$8,426.88	Unit
Extended Advance Swap	1 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-1Y)	\$3,192.00	Unit
	2 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-2Y)	\$5,745.60	Unit
	3 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-3Y)	\$8,139.60	Unit
	4 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-4Y)	\$10,214.40	Each
<b>8. Handheld Citation Paper Stock</b>			
Zebra ZQ510/511			
	200 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$14.85	Roll
	300 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$13.65	Roll
	400 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$12.70	Roll
	500 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$11.60	Roll
	1000 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$10.15	Roll
	2000 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$9.85	Roll
<b>9. Add-on Options</b>			
AIMS Code Enforcement Module		\$5,143.00	Annual
AIMS Carpool Module		\$3,429.00	Annual
AIMS Event System	Special Events Module.	\$6,857.00	Annual
AIMS eTicketing Module	Tool for virtual enforcement.	\$1,714.00	Annual
AIMS MobilePay	Parking Pay by Phone App (does not include additional \$0.25 per transaction invoiced monthly).	\$500.00	Annual
Text Communications	Does not include additional \$.025 per text invoiced monthly.	\$500.00	Annual
Email Communications	If using AIMS e-mail server.	\$500.00	Annual
<b>10. Additional Fees</b>			
PAX S300/A80/A920 Pro	Monthly Fee per device (in use, if not in use \$5.00).	\$20.00	Month
PAX S300/A80/A920 Pro	Transaction Fee.	\$.20	Each
Customization Rate	Hour rate for specialized report that is customized for Spokane	\$275.00	Hour
AIMS Test Server	Test setup fee \$500 each time server is turned on.	\$400.00	Month



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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).

<b>PRODUCER</b> Haylor, Freyer, & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Kelly J. Kehoskie <b>PHONE (A/C No. Ext):</b> 315-703-3206 <b>E-MAIL ADDRESS:</b> kkehoskie@haylor.com		<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> EDC Corp 105 Wyoming Street Suite 300 Syracuse NY 13204	EDCCORP		<b>INSURER A:</b> Hartford Fire Insurance. Co. <b>INSURER B:</b> Hartford Accident & Indemnity Co. <b>INSURER C:</b> Phoenix Insurance Co <b>INSURER D:</b> Hartford Companies <b>INSURER E:</b> Scottsdale Insurance Company <b>INSURER F:</b>	<b>NAIC #</b> 19682 22357 25623 19682 41297

**COVERAGES**

CERTIFICATE NUMBER: 1897358203

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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			01SBAKF0028	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01UECZL4022	4/17/2025	4/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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			01SBAKF0028	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6N9886602542	8/15/2025	8/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Technology Errors & Omissions/ Cyber Liability Excess Cyber			01TE028481822 EKS358529	5/28/2025 8/6/2025	5/28/2026 5/26/2026	\$5,000,000 \$25,000 Retention \$5,000,000 \$5,000,000 Aggrega \$5,000,000 Aggrega

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Data Privacy and Network Security Liability (Cyber Liability) is included as part of the Failsafe Technology E&amp;O Coverage per form FS00G003.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 808 West Spokane Falls Blvd  
 Spokane WA 99201

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

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## License Information:

[New search](#) [Back to results](#)

**Entity name:** ELECTRONIC DATA COLLECTION CORPORATION

**Business name:** ELECTRONIC DATA COLLECTION CORPORATION

**Entity type:** [Corporation](#)

**UBI #:** 604-712-644

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 105 WYOMING ST  
STE 300  
SYRACUSE NY 13204-2981

**Mailing address:** 105 WYOMING ST  
STE 300  
SYRACUSE NY 13204-2981

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>				Active	Feb-28-2027	Feb-16-2021



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/27/2026

**Clerk's File #**

OPR 2026-0231

**Cross Ref #****Project #****Council Meeting Date:** 03/30/2026**Submitting Dept**

PUBLIC WORKS

**Bid #****Contact Name/Phone**

MARLENE FEIST 509-625-6505

**Requisition #****Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE ZZAPPONE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

INTERDEPARTMENTAL AGREEMENT REGARDING GREEN AREA MAINTENANCE

**Agenda Wording**

The Public Works Division is seeking to adopt the Interdepartmental Agreement between the City of Spokane Public Works Division, Streets, and Parks & Recreation Departments regarding the green area maintenance program. This agreement shall remain in effect beginning April 1st, 2026, and shall remain in effect for a period of (5) years.

**Summary (Background)**

Public Works has traditionally maintained green spaces in the public right of way and adjacent areas, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure. Additionally, there are hundreds of locations city wide that are currently being maintained by Public Works and the Streets department, which do not support Public Works or Streets activities. In 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project). This Pilot Project has been a successful collaboration between parties and all parties mutually wish to extend this agreement for a 5-year term. The City's budget for 2026 includes four (4) positions established for the Pilot Project, which included an Irrigation Specialist, Laborer II, Laborer I, and Gardener, as well as funding for two (2) new positions as part of this program (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions would transfer to the Parks Department.

**What impacts would the proposal have on historically excluded communities?**

The coordination and consolidation of the individual green areas and right-of way activities will not only benefit the Public Works, Streets, and Parks Departments, it will serve the citizens of the City of Spokane.

**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?**

An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, addition of new properties, urban trees, and address any other necessary changes.

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

A joint review will be conducted annually to review areas, add new areas, and review funding and capital needs for the continued operation of the program. Call logs from 311 regarding to green area maintenance will also be reviewed to ensure that areas are being maintained to meet the aesthetic expectations of the residents.

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

This work is consistent with annual budget strategies to limit costs and approved projects.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 5,500,000.00
Current Year Cost	\$ 1,100,000.00
Subsequent Year(s) Cost	\$ 1,100,000.00
<b><u>Narrative</u></b>	
The Parties agree that Public Works and Streets together shall pay annually the sum of \$1,100,000 to Parks to maintain the areas traditionally maintained by Public Works and Streets. One third (1/3) provided by Street and two thirds (2/3) provided by PW.	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 366,666.00	# 1100-21700-42300-54141-99999
Expense \$ 366,667.00	# 4310-30210-35141-54801-99999
Expense \$ 366,667.00	# 4100-42455-34145-54801-99999
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	FEIST, MARLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
mfeist@spokanecity.org	caverty@spokanecity.org
jsalstrom@spokanecity.org	eschoedel@spokanecity.org
mpiccolo@spokanecity.org	mmarroquin@spokanecity.org
streetaccounting@spokanecity.org	ceharris@spokanecity.org
jsnyder@spokanecity.org	

INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS,  
STREETS, AND PARKS & RECREATION DEPARTMENTS REGARDING  
GREEN AREA MAINTENANCE PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water and Wastewater Management departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works", the City of Spokane Streets Department, located at 901 N. Nelson Street, Spokane Washington, 99202, herein referred to as "Streets", and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks"; collectively referred to as "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Water and Hydroelectric Utility pursuant to chapter 35.92 RCW and other applicable laws. The City also owns and operates a-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water Department and-Wastewater Department as separate systems and enterprises; and

WHEREAS, the Street Department, generally is responsible for managing the City's street system, which encompasses much of the public right of way within the City boundaries; and,

WHEREAS, Public Works has traditionally maintained green spaces in the public right of way, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure; and

WHEREAS, the City, through its Parks Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and manages thousands of acres of open/green space; and

WHEREAS, the Parks Department is the City's green area maintenance specialists and is well-suited to take on responsibilities for the green areas located near and within right of ways, gaining efficiencies of scale by consolidating this work with its regular park's maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are being maintained by Public Works and Streets departments, which do not support Public Works or Streets activities and

WHEREAS, in 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project); and

WHEREAS, as part of the Pilot Project, the Water Department established 4 employee positions (Irrigation specialist, Laborer II, Laborer I, and Gardener) to support the maintenance of the green areas, and the Parties agree should be transferred to the Parks Department under this Agreement; and

WHEREAS, the City's budget for 2026 includes funding for two (2) new positions (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions should transfer to the Parks Department; and

WHEREAS, coordination and consolidation of the individual green areas and right-of-way activities benefits Public Works, Streets, and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties now wish to memorialize the Pilot Project and have negotiated terms and conditions to transfer the responsibility of caring for some of these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water and Wastewater is represented by the Director of Public Works. The Streets Department is represented by the Streets Director. Parks is represented by the Parks Board acting through the Parks Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
  - 2.1 Establishing a green area maintenance program to maintain the City's green areas within the public right of way to include without

limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, etc.

- 2.2 Memorialize the Pilot Project established by the Parties on April 1<sup>st</sup>, 2024, which transferred maintenance responsibilities for areas abutting traditional right-of-way activities and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding.
3. DURATION: This Agreement shall remain in effect beginning April 1<sup>st</sup>, 2026 and shall remain in effect for a period of five (5) years. The Agreement may be extended upon written agreement by all Parties for an additional five (5) years. Either Party may provide the other Parties 30 days' notice to terminate the agreement. An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, addition of new properties, urban trees, and address any other necessary changes.
4. TERMS:
  - 4.1 Parks will be responsible for maintenance of green areas and natural areas located within or next to the right of way within the City's boundaries for the duration of this Agreement as identified in the following map:  
[Green Area Maintenance Map](#)
  - 4.2 Maintenance of the designated areas abutting and located within the right-of-way shall include the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, etc. for identified City-owned properties located within the City's boundaries.
  - 4.3 The Water Department agrees that the 4 positions previously part of the pilot project should be transferred to the Parks Department (Irrigation specialist, Laborer II, Laborer I, and Gardener) upon execution of this Agreement and in accordance with the City process for budgeting.
  - 4.4 The Water Department agrees that the two (2) additional new position established in the 2026 budget should be transferred to the Parks Department (Irrigation Specialist and Facilities Maintenance Foreperson) in accordance with the City processes for budgeting.
  - 4.5 Water agrees to pay for water used for irrigation at the green area locations within the defined areas.

4.6 Parks, Public Works, and Streets staff shall work together with Integrated Capital Management and Engineering Services to develop irrigation and landscape standards for public rights of way to ensure ease of maintenance. The standards are to be considered when designing new projects.

4.7 New green areas that are constructed will be added annually to the list of locations to be maintained. Public Works will identify those locations at project design and provide Parks with written information. A request for the addition of the new sites shall be in writing to the Director of Parks and approved prior to work initiated on those sites.

4.8 Once new projects are identified, Public Works will work with Parks on short-term and long-term irrigation needs.

4.9 Any public complaints or issues regarding vegetation area maintenance received by 311 will be referred directly to the Parks Department to be addressed.

5. PAYMENT: As consideration, the Parties agree that Public Works and Streets together shall pay annually the sum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) to Parks to maintain the areas traditionally maintained by Public Works and Streets. The funding of this program shall be one third (1/3) provided by Streets and two thirds (2/3) provided by Public Works.

Of this amount, \$650,000 will be applied to cover the salary and benefits of the listed positions for 2026. This contribution for labor will be increased at the start of subsequent years by the annual Cost of Living Allowance provided in the 270L collective bargaining agreement. The additional amount will be applied to cover maintenance, fuel, contracted arborists, and other operational costs along with the creation of a capital replacement fund, managed by Parks. This sum shall be reviewed and evaluated by all Parties on an annual basis and adjusted as necessary. Any modification of this amount shall be in writing, signed by all Parties.

In addition, upon execution of this agreement, the Water Department agrees to transfer the list of attached assets in Appendix "A" to the Parks Department to assist with completion of vegetation area maintenance activities. The Parks Department will be responsible for all costs associated with the maintenance of this equipment and future replacement costs.

6. INDEMNIFICATION:

6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be

put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

6.2 Parks shall indemnify and hold harmless Public Works and Streets, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works and Streets, its employees and agents are determined to have acted negligently.

6.3 Streets shall indemnify and hold harmless Public Works and Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Streets, its employees and agents are determined to have acted negligently.

7. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: \_\_\_\_\_

CITY OF SPOKANE  
PUBLIC WORKS DIVISION

\_\_\_\_\_  
Director

CITY OF SPOKANE  
STREETS DEPARTMENT

\_\_\_\_\_  
Director

CITY OF SPOKANE  
PARKS & RECREATION  
DEPARTMENT

\_\_\_\_\_  
Director

PARK BOARD APPROVED: \_\_\_\_\_  
Date

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

Approved as to form:

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

## **Appendix A**

### **Transferred Equipment List**

- Small equipment trailers
  - 429387 Landscaping Trailer
  - 429388 Landscaping Trailer
  - 429413 PJ Trailer For Ventrac
  - 429412 PJ Trailer for Spray Rig
  
- 2024 Ford Lightning
  - 429340
  - 429341
  - 429342
  - 429343 – Traded for Merkel F250
- Ford F550 Irrigation Truck w/Compressor
  - 427505 (replacing 426980)
  - 426980 (truck stolen and totaled, recovered and sent to auction)
- Ford F250 Pickup
  - 426236
- Chevy Colorado
  - 426988
- Chevy 1500
  - 424626
- Weed Trimmers
  - W1163
  - W1227
  - W1602
  - W1603
  - W1604
  - W1607
  - W1608
  - W2401
  - W2402
  - W2505

- Push Mowers
  - W1168
  - W1223
  - W2404
  - W2405
  - W2406
  - W2407
  - W2408
  - W2409
- Riding Mowers
  - WG199919
    - SCAG VRide II 36”
  - W2420
    - TORO Z Master 4000
  - W6281
    - TORO Z Master 5000
- Backpack Blowers
  - W1230
  - W1231
  - W2415
  - W2416
- Handheld Blowers
  - W1296
  - W2403
  - W2501
  - W2502
- Hedge Trimmer
  - W386
- Chainsaw
  - W2412
- Brush Hog
  - W2410
- Spray Buggie
  - W2414
- Leaf Vac
  - W2413
- Ventrac
  - W2418
- Ventrac Deck (Rough Cut)
  - W2417
- Ventrac Deck (Fine Cut)

- W2419

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd**

3/2/2026

**Clerk's File #**

OPR 2026-0250

**Cross Ref #**

OPR 2025-0553

**Project #****Council Meeting Date:** 03/30/2026**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #****Contact Name/Phone**

JAMES GEORGE X7908

**Requisition #****Contact E-Mail**

JGEORGE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

INTERAGENCY AGREEMENT (IAA NO. C2600100) - 6PPDQ STORMWATER

**Agenda Wording**

The City of Spokane stormwater program is requesting consent to enter into Interagency Agreement (IAA) number C2600100 with the Washington State Department of Ecology (Ecology) for direct funding in the amount of \$117,271.75 to perform a 6PPDQ stormwater monitoring project.

**Summary (Background)**

6PPDQ is an emergent contaminant associated with tire wear that is readily transported into local waterbodies via stormwater runoff. Salmonid fish species are sensitive to 6PPDQ, where it is toxic to rainbow trout and lethal to Coho salmon. A legislative proviso specific to funding 6PPDQ research projects to be administered by Ecology was included with the Washington State 2025-27 Biennium Operating Budget. The City of Spokane submitted a project proposal to Ecology in July 2025 requesting funding to determine the potential for gray stormwater infrastructure to sequester 6PPDQ. The scope of the proposed project is to monitor stormwater for 6PPDQ by measuring 6PPDQ concentrations in stormwater and sediment collected from storm sewer catch basins. The funding conditions, project tasks, and associated costs to implement stormwater monitoring from Q2 2026 through Q2 2027 are detailed in the IAA between the City of Spokane and Ecology. Total project costs up to \$117,271.75 will be 100% reimbursed per the conditions of IAA No. C2600100, where the period of performance of the agreement will commence on the final signature date of the agreement and be completed by June 30, 2027. The PIES Committee was briefed on the proposed 6PPDQ project on July 21, 2025, and consent to receive funding was provided by the City Council on August 18, 2025. City Council's consent to enter IAA No. C2600100 with Ecology for funding to perform the proposed stormwater project is requested.

**What impacts would the proposal have on historically excluded communities?**

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The outcome of the project will inform environmental decisions statewide across all 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?**

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to proven scientific standards.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposed project aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans, and the Capital Facilities and Utilities Goals of the Comprehensive Plan, specifically CFU 5.3 Stormwater and NE 1.2 Stormwater Techniques.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 117,271.75
Current Year Cost	\$ 117,271.75
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
A draft contract agreement between the City of Spokane and Ecology for \$117,271.75 of 100% reimbursable direct, non-grant funds is being developed to perform 6PPDQ monitoring (see attached).	
<b>Amount</b>	
Neutral	\$ 117,271.75
Select	\$
<b>Budget Account</b>	
	# 4330-43354-35148-54201-99999
	#
	#
	#
	#
	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
	sspence@spokanecity.org
kkeck@spokanecity.org	jgeorge@spokanecity.org
Tax & Licenses	rgennett@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	March 9, 2026
<b>Submitting Department</b>	Wastewater Management – Stormwater
<b>Contact Name</b>	James George III (Trey)
<b>Contact Email &amp; Phone</b>	<a href="mailto:jgeorge@spokanecity.org">jgeorge@spokanecity.org</a> 509-625-7908
<b>Council Sponsor(s)</b>	CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Interagency Agreement (IAA No. C2600100) – 6PPDQ Stormwater Project
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane stormwater program is requesting consent to enter into Interagency Agreement (IAA) number C2600100 with the Washington State Department of Ecology (Ecology) for direct funding in the amount of \$117,271.75 to perform a 6PPDQ stormwater monitoring project.</p> <p>6PPDQ is an emergent contaminant associated with tire wear that is readily transported into local waterbodies via stormwater runoff. Salmonid fish species are sensitive to 6PPDQ, where it is toxic to rainbow trout and lethal to Coho salmon. A legislative proviso specific to funding 6PPDQ research projects to be administered by Ecology was included with the Washington State 2025-27 Biennium Operating Budget.</p> <p>The City of Spokane submitted a project proposal to Ecology in July 2025 requesting funding to determine the potential for gray stormwater infrastructure to sequester 6PPDQ. The scope of the proposed project is to monitor stormwater for 6PPDQ by measuring 6PPDQ concentrations in stormwater and sediment collected from storm sewer catch basins.</p> <p>The funding conditions, project tasks, and associated costs to implement stormwater monitoring from Q2 2026 through Q2 2027 are detailed in the IAA between the City of Spokane and Ecology. Total project costs up to \$117,271.75 will be 100% reimbursed per the conditions of IAA No. C2600100, where the period of performance of the agreement will commence on the final signature date of the agreement and be completed by June 30, 2027.</p> <p>The PIES Committee was briefed on the proposed 6PPDQ project on July 21, 2025, and consent to receive funding was provided by the City Council on August 18, 2025.</p> <p>City Council’s consent to enter IAA No. C2600100 with Ecology for funding to perform the proposed stormwater project is requested.</p>
<b>Fiscal Impact</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$117,271.75 (100% reimbursable)</u> Current year cost: \$0	

Subsequent year(s) cost: \$0

**Narrative:** A draft contract agreement between the City of Spokane and Ecology for \$117,271.75 of 100% reimbursable direct, non-grant funds is being developed to perform 6PPDQ monitoring (see attached).

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? N/A

**Expense Occurrence**       One-time       Recurring       N/A

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

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

- What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The outcome of the project will inform environmental decisions statewide across all 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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to proven scientific standards.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposed project aligns with the goals and strategies

of the City of Spokane's Comprehensive and Sustainability Action Plans, and the Capital Facilities and Utilities Goals of the Comprehensive Plan, specifically CFU 5.3 Stormwater and NE 1.2 Stormwater Techniques.

**Council Subcommittee Review**

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



**IAA No. C2600100**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SPOKANE**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Spokane hereinafter referred to as “**SPOKANE**” and “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is to establish funding for a municipal project that will monitor stormwater in City of Spokane Type-1 catch basins in order to determine the potential of the basins to remove 6PPDQ from urban stormwater runoff.

**WHEREAS**, **ECOLOGY** has legal authority (RCW 90.48 and WAC 173-22) and **SPOKANE** has legal authority (RCW 90.58 RCW and/or WAC 173-26) that allows each party to undertake the actions in this agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SCOPE OF WORK**

**SPOKANE** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

**2. PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on **February 15, 2026**, or the date of final signature, whichever comes later, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as

provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **176 WQ Permit Fees – 6PPD 2025-2027**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred seventeen thousand two hundred seventy-one dollars and seventy-five cents (\$117,271.75), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Agreement, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

### 4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to [Shelby.Giltner@ecy.wa.gov](mailto:Shelby.Giltner@ecy.wa.gov) or:

State of Washington  
Department of Ecology  
Water Quality Program  
Attn: Shelby Giltner  
PO Box 47600  
Olympia, WA 98504-7600

Payment requests may be submitted on a Monthly basis **or** at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement 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. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement 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.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to

conform to those laws. This Agreement 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 the Superior Court for Thurston County.

## **12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **13. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2600100
- d. Appendix A, *Statement of Work and Budget*.
- e. Appendix B, *Special Terms and Conditions*.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## 17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## 18. SUBCONTRACTORS

- a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with Office of Minority and Women's Business Enterprises (OMWBE), WA Dept. of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's Agreement representative.

- b. Subcontractor Payment Reporting Requirements – Access Equity:

This Agreement is subject to compliance tracking of subcontractor(s) spend using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractor(s) shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact the Billing and Payment Procedures contact identified in section #4 for technical assistance in using the Access Equity system. Changes to the contact information may be communicated to the CONTRACTOR by email, and does not require an amendment.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. ECOLOGY reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments
  - i. received from ECOLOGY, and
  - ii. paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final

Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.

- d. Monitor Agreement payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
  - i. register in Access Equity and complete the required user training.
  - ii. verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
  - iii. report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
  - iv. respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
  - v. coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

## **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## **20. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

## **23. AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**The ECOLOGY Representative is:**

Name: Shelby Giltner  
Address: P.O. Box 47600  
Olympia, WA 98504  
Phone: 360.790.4079  
Email: [Shelby.Giltner@ecy.wa.gov](mailto:Shelby.Giltner@ecy.wa.gov)

**The City of Spokane Representative is:**

Name: James George III  
Address: 909 E Sprague Ave  
Spokane, WA 99202  
Phone: 509.625.7908  
Email: [jgeorge@spokanecity.org](mailto:jgeorge@spokanecity.org)



State of Washington, Department of Ecology  
IAA No. C2600100  
Entity Name: City of Spokane

By:

---

Signature      Date

Terri Pfister

---

Print Name

City Clerk

---

Title

## APPENDIX A

### STATEMENT OF WORK AND BUDGET

#### **Background**

The chemical *N*-(1,3-dimethylbutyl)-*N'*-phenyl-1,4-benzenediamine (6PPD) is an additive to tire materials that hinders degradation. It also reacts with ozone to form 6PPD-quinone (6PPDQ). 6PPD is deposited along roadways as tires wear and it is readily transported by stormwater runoff into municipal storm sewer systems and local waterways. Fish species in the Salmonidae family exhibit various levels of toxicity to 6PPDQ, where 6PPDQ is acutely toxic to Rainbow trout but lethal to Coho salmon. The Redband trout is a subspecies of Rainbow trout that is the iconic fish of the Spokane River. Redband trout populations in the Spokane River have been severely reduced potentially due, in part, to pollutants in stormwater discharges including 6PPDQ.

Stormwater catch basins are designed to capture soil particles and sediment transported in stormwater runoff, and convey the stormwater with less total suspended solids to points of discharge (i.e. swales, outfalls, etc.). Aqueous stormwater pollutants (e.g. metals, organic chemicals, nutrients, etc.) may adsorb to soil and sediment suspended in stormwater at levels that are dependent on pollutant specific chemical properties. Capturing stormwater solids in catch basins also sequesters the pollutants adsorbed to solid particles. It is unknown to what extent gray stormwater infrastructure, specifically catch basins, removes 6PPDQ from stormwater runoff, if at all.

Municipal stormwater runoff in the City of Spokane is typically collected by gray stormwater infrastructure, which includes 16,000 publicly owned catch basins, for conveyance to infiltration Best Management Practices (BMPs) or outfalls to the Spokane River. The behavior of 6PPDQ in the city's catch basins needs to be better understood to adequately address the protection of Spokane River water quality and health of the Redband trout.

#### **Project Overview**

This project aims to determine the potential of City of Spokane Type-1 catch basins to remove 6PPDQ from urban stormwater runoff. Stormwater monitoring stations will be established on a minor arterial and on a principal arterial that have average daily traffic counts of 5,001 – 10,000 and 10,001 – 25,000, respectively, in order to monitor catch basin influent and effluent at each location.

Two (2) catch basins and their corresponding downstream manholes will be modified with catch basin inserts, and equipment mounting hardware, among other appurtenances, to allow sampling equipment and temporary stormwater storage reservoirs to be set up. Catch basin inserts will be installed in each of the two (2) influent catch basins to mount a reservoir that will collect and temporarily store influent stormwater. Hardware will be installed in each of the downstream manholes to mount temporary storage reservoirs that will collect effluent stormwater from the corresponding catch basin discharge pipe. The effluent stormwater pipes in the downstream manholes will be isolated from other stormwater entering the manhole by a snout appurtenance.

#### ***Stormwater Monitoring System***

Autosamplers will be mounted inside each of the catch basins, and corresponding downstream manholes, to collect catch basin influent and effluent stormwater samples, respectively. Figure 1 illustrates the influent sampling system configuration, which consists of a catch basin insert with strainer, ISCO GLS Autosampler with Teledyne actuator, and a temporary stormwater storage reservoir. The temporary storage reservoir will be installed in the catch basin insert strainer directly below the vaned

grate to collect stormwater as it enters the catch basin. Anchoring hardware will be installed inside the barrels of the catch basins to suspend the auto sampler above the water line. The pump intake hose and the autosampler actuator will be secured inside the temporary storage reservoirs to trigger sampling and collect samples.

The effluent autosamplers will be mounted in the downstream manholes similarly to the influent autosamplers, however the temporary storage reservoirs will be installed underneath the catch basins effluent pipe and covered by a sewer snout to isolate the sample container from other stormwater sources in the manhole. Figure 2 illustrates the effluent sampling system configuration.

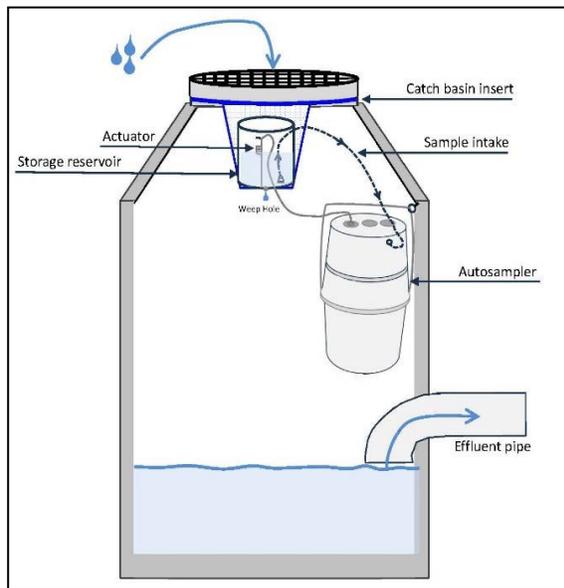


Figure 1. Influent monitoring set-up

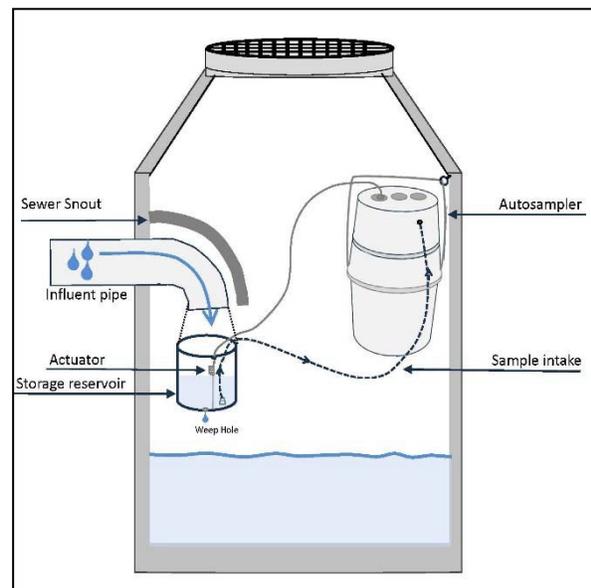


Figure 2. Effluent monitoring set-up

### ***Stormwater Sampling***

Composite stormwater samples of catch basin influent and effluent will be collected from two (2) catch basins during the April 2026 – March 2027 wet season for up to ten (10) storms in order to determine the effects of the stormwater catchments on the behavior of 6PPDQ. National Oceanic and Atmospheric Administration (NOAA) forecasts will be monitored daily to identify promising storm events. When a qualifying storm event is anticipated (to be defined in the project Quality Assurance Project Plan (QAPP), autosamplers will be deployed to each of the monitoring stations and set up to be ready to capture influent and effluent samples. The autosamplers will be programmed to capture representative samples once triggered to collect samples for the anticipated duration of the predicted storm. The stormwater samples will be analyzed by Manchester Environmental Labs in Port Orchard, WA for the parameters identified in Table 1.

**Table 1. Laboratory Analyses of Catch Basin Stormwater**

Analyte	Name
6PPDQ	<i>N</i> -(1,3-dimethylbutyl)- <i>N'</i> -phenyl-1,4-benzenediamine quinone
PCB Congeners	Polychlorinated Biphenyl Congeners
TPH DRO	Total Petroleum Hydrocarbons Diesel Range Organics
SVOCs	Semi Volatile Organic Compounds
Oil & Grease	Oil & Grease
CBOD	Chemical Biological Oxygen Demand
NH3	Ammonia
Total P	Total Phosphorous
Zn (dissolved)	Dissolved Zn
Zn (total)	Total Zinc
Cu (dissolved)	Dissolved Copper
Cu (total)	Total Copper
TSS	Total Suspended Solids

The autosamplers will be recovered immediately following the storm event to prepare the samples for shipment to the laboratory under chain of custody protocols. The composite sample collected in the carboy of the autosampler will be used to fill sample bottles for each of the stormwater parameters in Table 1. The samples will be immediately placed in a cooler on ice, and couriered to FedEx for overnight shipment to Manchester Environmental Laboratory for analysis of the Table 1 pollutants.

**Sediment Sampling**

Sediment samples will be collected from the catch basin sump during the post-storm retrieval of the autosamplers for three (3) correlated storm events and analyzed for a sub-set of the stormwater parameters. Sediment samples will be collected with a long reach sample collection device, containerized, and shipped to Manchester Environmental Laboratory under and chain of custody protocols. Table 2 lists the analytical constituents that will be monitored in the sediment per this project.

**Table 2. Laboratory Analyses of Catch Basin Sediment**

Analyte	Name
6PPDQ	<i>N</i> -(1,3-dimethylbutyl)- <i>N'</i> -phenyl-1,4-benzenediamine quinone
PCB Congeners	Polychlorinated Biphenyl Congeners
SVOCs	Semi Volatile Organic Compounds
Zn (total)	Total Zinc
Cu (total)	Total Copper

## **Project Tasks**

### **Task 1: Project Management**

The SPOKANE Project Manager and project team will conduct the following tasks:

- a. Coordinate with ECOLOGY Point of Contact.
- b. Provide monthly check-ins via email, phone or remote meeting to ECOLOGY as-needed.
- c. Coordinate as-needed meetings with ECOLOGY Point of Contact.

The day-to-day management of the individual tasks is not included in this task but accounted for on an individual task basis.

#### **Deliverables:**

**D1.1:** Monthly Progress Updates delivered via email to the ECOLOGY Point of Contact

**Target Date:** Monthly until mutually reassessed for lessened frequency

### **Task 2: Quality Assurance Project Plan**

A Quality Assurance Project Plan (QAPP) will be developed that will contain the detailed approaches and requirements specific to the monitoring, sampling, data evaluation, and the reporting aspects of this project. The draft QAPP will be submitted to ECOLOGY for review, revised to address the comments received, and submitted to ECOLOGY for final approval.

#### **Deliverables:**

**D2.1:** Draft QAPP delivered via email to the ECOLOGY Point of Contact

**Target Date:** May 1, 2026

**D2.2:** Final QAPP delivered via email to the ECOLOGY Point of Contact

**Target Date:** June 15, 2026

### **Task 3: Site Preparation and Equipment Purchasing**

Two (2) catch basins and two (2) corresponding downstream manholes need to be modified to house a reservoir to temporarily store influent, and an autosampler to collect a representative sample from the reservoir while maintaining sample integrity. Figures 1 and 2 illustrate the catch basin/manhole modification designs that include installation of proprietary collection appurtenances for temporary stormwater storage and the sampling equipment.

SPOKANE will purchase the following equipment:

<b>Equipment/Material</b>	<b>Number Needed</b>
Teledyne Actuators	4
ISCO Pump Tubing	2
ISCO PolyE Tubing	1
Catch Basin Insert	2
5 Gallon Buckets with Lid	2
Sewer Snout	1
Mounting Hardware	1

**Deliverables:**

**D2.1:** Equipment Receipts scanned and emailed to the ECOLOGY Point of Contact

**Target Date:** June 1, 2026

**D2.2:** Field Log with Photos Documenting Equipment Installation delivered via email to the ECOLOGY Point of Contact

**Target Date:** July 1, 2026

**Task 4: Storm Event Forecasting, Preparation, and Sample Collection**

The National Oceanic and Atmospheric Administration (NOAA) weather forecast for the Spokane region will be monitored daily during normal business hours to determine if a storm that meets the qualifying criteria defined in the QAPP is predicted. Upon identification of a qualifying storm, field personnel will be triggered to program autosamplers to collect samples across the projected storms hydrograph to obtain composite samples representative of the storm event. The autosampler programming protocol will be described in detail in the QAPP. The programed autosamplers will be deployed at the four (4) dedicated locations prior to the storm event in order to collect stormwater influent and effluent samples at two (2) locations.

The autosamplers will be retrieved following the storm event during business hours. The composited stormwater will be transferred in the field from the autosamplers' carboy to individual sample bottles for each of the monitored parameters, Table 1, for each of the influent and effluent samples. The sample bottles will be immediately placed in a cooler, preserved on ice, couriered to FedEx, and shipped overnight to the laboratory for analysis under chain of custody protocols. Sediment samples, Table 2, will be collected following three (3) of the ten (10) storm events and will follow the same protocols as the stormwater samples. The laboratory will be notified that the samples have been shipped.

**Deliverables:**

**D4.1:** Laboratory Electronic Data Deliverables and Chain of Custodies for Each Sampling Event delivered via email to the ECOLOGY Point of Contact

**Target Date:** Upon Receipt

### **Task 5: Data Management and Reporting**

SPOKANE staff will develop a database to manage laboratory data during the project. Project staff will review the laboratory reports provided by the Manchester Environmental Lab to confirm the data validation and enter the data into the project analytical database. The data will be used to calculate pollutant removal efficiencies, identify pollutant concentration trends, and identify pollutant correlations, which will be thoroughly addressed in the project QAPP. A final report will be developed at the end of the study and provided to ECOLOGY that will present the data and discuss any observed trends or notable observations.

#### **Deliverables:**

**D5.1:** Draft Report delivered via email to the ECOLOGY Point of Contact

**Target Date:** April 1, 2027

**D5.2:** Final Report delivered via email to the ECOLOGY Point of Contact

**Target Date:** June 1, 2027

**D5.3:** Analytical Database delivered via email to the ECOLOGY Point of Contact

**Target Date:** June 1, 2027

#### **Document Accessibility Requirements**

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY's public web site, **namely, Final Report**. The CONTRACTOR shall provide these documents in both their "native format" (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker's report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

#### **Budget:**

<b>Task</b>	<b>Description</b>	<b>Amount</b>
1	<b>Project Administration</b>	\$14,989.50
2	<b>Quality Assurance Project Plan</b>	\$12,762.68
3	<b>Site Preparation and Equipment Purchasing</b>	\$25,442.93
4	<b>Storm Event Forecasting, Preparation, and Sample Collection</b>	\$46,717.44
5	<b>Data Management and Reporting</b>	\$17,359.20
	<b>Total Project Cost</b>	<b>\$117,271.75</b>

**Budget:** \$117,271.75 is divided among the tasks. Estimated dollar amounts assigned to the tasks may vary without need to amend the contract as long as the total budgeted amount does not exceed \$117,271.75, subject to ECOLOGY's agreement.

## APPENDIX B SPECIAL TERMS AND CONDITIONS

### 1. Environmental Data Standards

- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
- Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
  - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
  - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
- c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

### 2. Accessibility Requirements for Covered Technology

CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd**

3/3/2026

**Clerk's File #**

OPR 2026-0249

**Cross Ref #****Project #**

2023133

**Council Meeting Date:** 03/30/2026**Submitting Dept**

ENGINEERING SERVICES

**Bid #****Contact Name/Phone**

DAN BULLER 6700

**Requisition #**

CR 28434

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name**

CONSULTANT AGREEMENT FREYA PALOUSE ROUNDABOUT DESIGN (FEDERAL)

**Agenda Wording**

Consultant Agreement with J-U-B Engineers, Inc. (Meridian, ID) for \$502,700.00 for the design of the Freya-Palouse Roundabout Project 2023133. An administrative reserve of 10% of the contract price, will be set aside. (Southgate Neighborhood Council)

**Summary (Background)**

This mostly federal funded project proposes to install a roundabout at Freya & Palouse. Due to the configuration of this intersection (see exhibit), this roundabout will require a unique design for which a consultant will be best suited. This project is proposed for construction in either 2027 or, depending on how quickly the required property can be acquired, 2028.

**What impacts would the proposal have on historically excluded communities?**

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

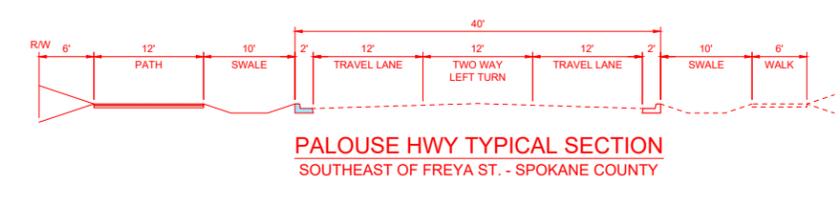
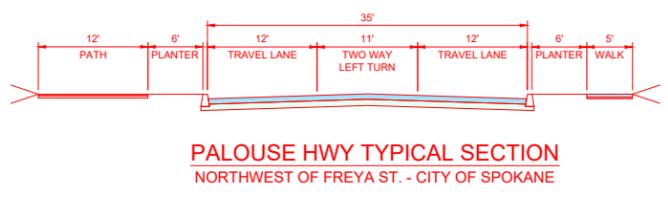
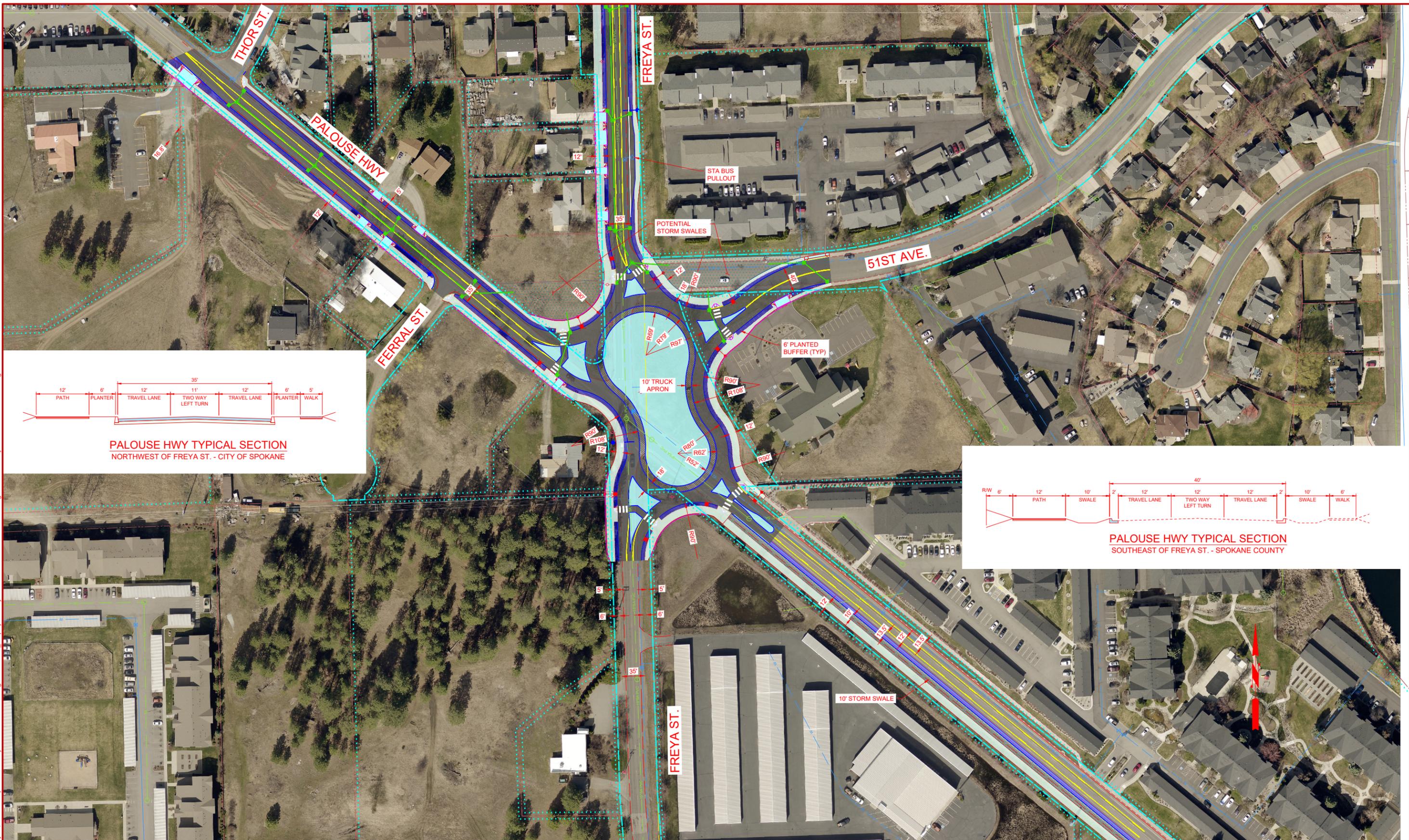
**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 552,970.00		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This mostly federal funded project proposes to install a roundabout at Freya & Palouse.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 552,970.00	# 3200 95164 95100 56501 86055		
Select \$	#		
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b> One-Time			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b><u>Dept Head</u></b>	BULLER, DAN	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
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eraea@spokanecity.org		dbuller@spokanecity.org	
jradams@spokanecity.org		pyoung@spokanecity.org	
mvallen@spokanecity.org			

Plotted On: May 01, 2025 - 1:59pm C:\Users\jball\Documents\Working From Home\old projects\Freya - Palouse Roundabout\10 - Drawings\Auto CAD\Freya-Palouse Roundabout.dwg



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA11093

Firm/Organization Legal Name (do not use dba's): <b>J-U-B Engineers, Inc.</b>	
Address 2760 W EXCURSION LN MERIDIAN ID 83642-5313	Federal Aid Number <b>CDS-9932(083)</b>
UBI Number <b>600-069-551</b>	Federal TIN <b>82-0290774</b>
Execution Date <b>03/30/2026</b>	Completion Date <b>12/31/2026</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Palouse Highway-Freya Street Roundabout Project 2023133</b>	
Description of Work Design of Freya/Palouse Roundabout	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$552,970.00	

## Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jonathan Adams  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: [jradams@spokanecity.org](mailto:jradams@spokanecity.org)  
Phone: 509-625-6267  
Facsimile:

If to CONSULTANT:

Name: Angela Comstock  
Agency: J-U-B Engineers, Inc.  
Address: 2760 W EXCURSION LN  
City: MERIDIAN State: ID Zip: ID 83642-53  
Email: [acomstock@jub.com](mailto:acomstock@jub.com)  
Phone: (509) 458-3727  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

**LA11093**

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Engineering Services  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: eraea@spokanecity.org  
Phone: 509-625-6700  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

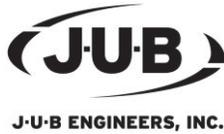
*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No. 2023133

See attached.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Palouse-Freya Roundabout

**CLIENT:** City of Spokane

**J-U-B PROJECT NUMBER:** RP-26-

**CLIENT PROJECT NUMBER:** Click or tap here to enter text.

**ATTACHMENT TO:**

**AGREEMENT DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 2 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Spokane intends to improve and reconstruct the intersection of Palouse Highway and Freya Street by constructing a 5-leg roundabout (or alternate configuration to convey traffic) at the Freya–Palouse–51st Avenue intersection and completing corridor improvements within the project limits described in the project charter and scope outline.

**Project Objectives**

- Intersection Control: Build a 5-leg roundabout (or alternate configuration) at Freya–Palouse–51st; evaluate three concept options during the conceptual phase: Starfish, Peanut, and Dumbbell layouts.
- Roadway Reconstruction: Provide full depth roadway reconstruction within the identified limits: Freya St (50th to 500 ft north of 55th), Palouse Hwy (Thor to 55th), and 51st Ave (Freya to 400 ft west of Rebecca).
- Multimodal Facilities: Improve connections and construct sidewalks/pathways per the facility table within project limits.
- Water: Install 12-inch ductile iron water main from Thor St to Freya St, including an 8-inch stub out on Ferrall St connecting to Moody Townhomes/development.
- Stormwater: Provide stormwater treatment and conveyance (e.g., swales and other BMPs) as needed to treat/convey stormwater.
- Conduit/Vaults: Install 4-inch conduit and vaults for future improvements within project limits.

**Milestones (Goal Dates)**

- NTP: March 20, 2026
- Conceptual Design: April 2026
- 30% Design: June 2026
- 60% Design: September 2026
- 90% Design: February 2027
- PS&E: March 2027 or following ROW acquisition

**Project Delivery Approach (Summary)**

J-U-B will develop and advance the design through Conceptual, 30%, 60%, 90%, and PS&E milestones, providing discipline coordination (utilities, stormwater, water/sewer utilities, roadway design, and plan production) and supporting City-led processes as defined (environmental documentation, public engagement, external agency coordination).

**PART 3 - SCOPE OF SERVICES BY J-U-B**

J-U-B’s Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 1: Project Management**

The purpose of this task is to provide project management by J-U-B including contract management, team administration, subconsultant coordination/oversight, meeting facilitation, schedule alignment, and ongoing communications to keep the project on task and on schedule.

<b>Task #</b>	<b>Task Name &amp; Description</b>	<b>Assumptions</b>	<b>Deliverables</b>
<b>1.1</b>	<b><u>Project Start Up and Planning</u></b> Set up project in accounting/CAD systems, confirm project controls, initiate subconsultant coordination and internal execution planning.	City to provide available base files - survey/GIS/Utility as-built mapping (private and city owned) at NTP.	Internal project setup completed; baseline internal schedule and file structure.
<b>1.2</b>	<b><u>Project Kickoff Meeting</u></b> 1-hour virtual meeting focused on roles, responsibilities, communication plan, risks, milestone path, and review timelines.		Agenda and meeting notes/minutes.
<b>1.3</b>	<b><u>Bi-Weekly External Team Meetings</u></b> Regular coordination meetings with the City to manage action items and confirm decisions.	Scope assumes 80% of weekly meetings occur (inactive periods removed).	Agendas and meeting notes/minutes as needed.
<b>1.4</b>	<b><u>Weekly Internal Design Team Meetings</u></b> Discipline coordination during active design periods.	Scope assumes 80% of weekly meetings occur (inactive periods removed).	Internal action items and coordination notes (internal).
<b>1.5</b>	<b><u>Administration of Team</u></b> PM oversight, coordination, invoicing support, schedule updates, QA/QC planning, and subconsultant management.	This task assumes 3% of overall staff hours.	Project administration and coordination (ongoing).
<b>1.6</b>	<b><u>Data Review and Integration</u></b> Convert and integrate City-provided base files into J-U-B standards; field check; identify missing data and prepare survey pickup request list if needed.	City provides survey/topo and utility base files; City performs additional survey pickup unless otherwise directed.	Integrated CAD base; field check notes; supplemental pickup request list (if needed).

**B. Task 2: Survey**

Topographic survey will be performed and provided by the City. J-U-B will perform a boundary survey, prepare a boundary base map, control diagrams, right of way plans, legals and exhibits to aid in the acquisition of property (acquisition led by City’s subconsultant).

Task #	Task Name & Description	Assumptions	Deliverables
2.1	<p><b><u>Primary Control</u></b>  Establish a Primary control network consisting of strategically placed control monuments within and surrounding the project limits. The primary control network will be #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT" or other suitable stable monument.</p>	<p>Control points will be spaced as appropriate for design and construction needs.</p> <p>Horizontal datum will be based on NAD83, Washington State Plane Coordinates, North Zone projected to ground values scaled about a control point located central to the project.</p> <p>Vertical datum will be City/NAVD88.</p> <p>Control points will be also be vertical benchmarks for the project. A closed and adjusted differential level-loop will be run through the control to achieve the desired level of accuracy.</p>	
2.2	<p><b><u>Survey Records Research</u></b>  Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&amp;F), Records of Survey, Subdivision Plats, Historical road records, right-of-way records, and others as appropriate.</p>	<p>Any monuments in jeopardy of being disturbed during future construction for this project will be tied and referenced for post-construction replacement per Washington Code. Notice of intent to disturb or destroy forms will be incorporated into contractor requirements.</p>	Records Research upon request
2.3	<p><b><u>Obtain Title Reports</u></b></p>	<p>Obtain Title Reports, together with supporting documents (deeds, easements, etc.) for up to 15 parcels, depending on final design alignment and impacts.</p>	Title Reports and supporting documents upon request
2.4	<p><b><u>Existing Right-of-Way</u></b></p>	<p>Using documents obtained through the Survey Records Research and Title Reports, calculate search positions for monuments of record needed to calculate/verify the existing right-of-way.</p> <p>Field-tie existing monumentation to determine existing rights-of-way pertinent to the project. Tie centerline of existing road. Tie applicable lines of occupation along existing roadway, including fence lines.</p> <p>Perform survey analysis of the survey records and title documents relative to found monumentation to calculate, verify and determine the existing right-of-way (and pertinent easement) lines relative to the project.</p>	

2.5	<b><u>Survey Base Map</u></b>	<p>A topographic survey has been prepared by the City for a portion of the project site. This data will be incorporated into a topographic survey performed by J-U-B to capture the limits of the design needs. The topographic survey performed by the City will be delivered in electronic and pdf format, signed and sealed by a licensed surveyor in the State of WA.</p> <p>Prepare a base map using the collected topographic data.</p> <p>Develop a digital terrain model of existing conditions.</p> <p>Show existing right-of-way lines in the base map.</p> <p>A field check will be performed of the base map and digital terrain model prior to utilizing for preliminary design. A QC/QA sign-off form will be prepared and submitted.</p> <p>The Survey base map and digital terrain model will be prepared in Civil 3D.</p>	A final survey base map sealed by a Licensed Professional Land Surveyor in the State of Washington.
2.6	<b><u>Draft Right-of-Way Acquisition Map</u></b>	Prepare a draft Right-of-Way/Easement Map showing the overall project with proposed right-of-way and easement acquisitions, submit to the City for review. Update with any comments received.	Right-of-Way map
2.7	<b><u>Stake Proposed Right of Way Acquisition</u></b>	Stake proposed right-of-way and permanent easements with temporary stakes for property appraisals and utility coordination.	Survey stakes
2.8	<b><u>Draft Legal Descriptions and Exhibits</u></b> Legal descriptions and exhibits will be coordinated through City legal for the purposes of acquisition.	<p>Prepare and submit draft and final legal descriptions and individual parcel exhibits per acquisition negotiations with property owners for right-of-way to be acquired.</p> <p>Up to 15 parcels are included in this scope of work for legal descriptions and exhibits.</p>	Draft and Final Legal Descriptions and Exhibits for up to 15 parcels
2.9	<b><u>Prepare Record of Survey, LCR's, and Set Right-of-Way Monuments</u></b>	Prepare Record or Survey showing the surveyed existing and proposed rights-of-way and applicable easements for reference in the design documents. Set permanent survey markers along the new acquisition limits as required by WSDOT and/or WA State law. Draft and file a Record of Survey and LCR's.	<p>Set final monuments along new right-of-way lines.</p> <p>Final Record of Survey &amp; LCR's.</p>

### C. Task 3: Utility Coordination

J-U-B will lead utility coordination by validating the clients mapping, maintaining a tracking matrix, issuing preliminary utility conflict communications, facilitating coordination meetings, and supporting City relocation letters. The City will support utility coordination with distribution of letters/notices.

Task #	Task Name & Description	Assumptions	Deliverables
3.1	<b>Utility Locates and Contact Information.</b> Initiate 811 design ticket(s), reconcile known utilities vs. City mapping/as-builts, confirm utility contacts. Perform field review of utility mapping with 811 request.	811 responses depend on utility participation and schedules.	Utility contact list; locate documentation; field review of utility mapping
3.2	<b>Utility Tracking Matrix.</b> Develop and maintain correspondence tracking matrix through design milestones.	Utility responsiveness is outside J-U-B control and is a project risk.	Utility tracking matrix (living).
3.3	<b>Preliminary Utility Plan Letters (“B-Letters”) and Conflict Exhibits.</b> Identify conflicts and request relocation plans from utilities. Also submit utility questionnaire to each utility company.	Assumes all utility relocations are franchise relocations; Utility agreements are excluded from this scope. Utility potholing is excluded from this scope.	B-letters/ questionnaires; conflict exhibits.
3.4	<b>Utility Coordination Meetings.</b> Up to two in-person field coordination meetings to review conflicts, timing, access, and construction approach.	Two meetings included;	Meeting summaries and action lists.
3.5	<b>City Relocation Letters (“C-Letters”).</b> Draft relocation letters for City signature establishing relocation timeframes and accountability.	J-U-B drafts and tracks.	Draft C-letters and supporting exhibits.

### D. Task 4: Traffic Analysis / Operational Checks

J-U-B will complete Sidra operational checks once geometry is established (concept and preferred alternative).

Task #	Task Name & Description	Assumptions	Deliverables
4.1	<b>Concept-Level Operational Check (Sidra).</b> Compare concept options using City-provided volumes and assumptions to inform selection.	City provides traffic volumes and relevant traffic data; additional data collection is not included unless added.	Concept operations summary (memo/appendix).
4.2	<b>Preferred Alternative Operational Confirmation.</b> Confirm that selected geometry does not inhibit flow; document key results for design progression.	Operational findings may require iterative geometric refinement within the design phases.	Operations check summary supporting 30%/60% decisions.

### E. Task 5: Geotechnical Engineering

Geotechnical services will be performed by a subconsultant.

Task #	Task Name & Description	Assumptions	Deliverables
5.1	<p><b>Field Exploration.</b> Advance four test borings to characterize subsurface conditions for stormwater and pavement design.</p> <p>Advance Kessler® dynamic cone penetrometer (DCP) test soundings at up to six locations to a maximum depth of up to 36 inches to further characterize the subgrade conditions.</p>	<p>Borings near proposed stormwater facilities (assume up to two) will be drilled to a maximum depth of 25 feet. The remaining borings will be drilled to a maximum depth of 5 feet to evaluate pavement subgrade conditions. Split-spoon sampling and penetration resistance testing will be conducted in the borings at approx. 2.5- to 5-foot depth intervals. Subsurface conditions will be logged by a qualified geologist or engineer.</p> <p>Traffic control will be provided by the City of Spokane.</p>	
5.2	<p><b>Laboratory Testing.</b> Conduct laboratory testing of recovered soil samples including moisture content, gradation, and Atterberg Limits to classify subsurface materials.</p>		
5.3	<p><b>Geotechnical Engineering Report.</b> Characterize subsurface conditions by identifying distinct soil and rock units and describing their pertinent engineering properties, including soil moisture and groundwater conditions.</p>	<p>Complete pavement layer thickness calculations for HMA and PCC pavements based on AASHTO Guide for Design of Pavement Structures and City of Spokane pavement design standards.</p> <p>Provide recommendations for stormwater infiltration in general accordance with the Spokane Regional Stormwater Manual (SRSM) and the Stormwater Management Manual for Eastern Washington (SMMEW).</p>	<p>Prepare a report that includes results of subsurface exploration, laboratory analyses, testing procedures, and recommended pavement layer thicknesses.</p>

**F. Task 6: Stormwater Design**

J-U-B will prepare stormwater analyses and designs in accordance with the Spokane Regional Stormwater Manual (SRSM), SMC 17D.060.030, and other applicable City standards, including Concept and Final Drainage Reports consistent with SRSM Chapter 3 submittal requirements.

Task #	Task Name & Description	Assumptions	Deliverables
6.1	<b>Data Collection, Survey Review &amp; Geotechnical Coordination.</b> Collect stormwater as-builts/GIS/utility maps/SDD boundary info; perform field reconnaissance; coordinate with geotech for soils/groundwater/infiltration feasibility; define existing drainage conditions and constraints.	City provides available mapping/records; geotech provides soils/groundwater data.	Included in Concept Drainage Report: existing drainage summary, field notes/photos, drainage basemap, geotech summary.
6.2	<b>Hydrologic Analysis (SRSM Ch. 5).</b> Delineate pre/post drainage areas, assign CN values, calculate Tc, develop models/design storm hydrographs.	SRSM rainfall distributions/methods used; roadway survey data is complete/available.	Concept Drainage Report: preliminary hydrology; Final Report: complete hydrologic analysis/figures/model outputs.
6.3	<b>Stormwater Facility Design (Treatment + Flow Control + Conveyance, SRSM Ch. 6–8).</b> Size water quality treatment, detention/flow control routing, outlet structures, conveyance and HGL, downstream capacity analysis.	Required SRSM Basic Requirements apply; BMP confirmed with City; Downstream acceptance point confirmed with City	Concept Report: Conceptual facility sizing & layout for feasibility  Final Report: Full treatment, detention, conveyance design; routing & HGL calcs; downstream analysis
6.4	<b>Concept &amp; Final Drainage Reports (SRSM Ch. 3).</b> Prepare SRSM compliant Concept Drainage Report (early design) and Final Drainage Report (full design), including narrative, figures, calculations, downstream analysis, and appendices; incorporate two rounds of review comments.	Reports follow SRSM Chapter 3 content structure; Two review cycles included; more are extra services.	Concept Drainage Report Final Drainage Report (SRSM §3.3 and §3.4); Full calcs, narrative, figures; Response to comments log & design meeting notes

### G. Task 7: City Water Utility Design

Design the water main improvements required by the project objectives, integrated with roadway/roundabout design.

Task #	Task Name & Description	Assumptions	Deliverables
7.1	<b>Water Utility Coordination Meetings.</b> Coordinate with City for tie-in requirements, constraints, and review points.	Meeting count/cadence aligned with project phase reviews.	Meeting agendas/notes.
7.2	<b>Water Plans/Profiles and Details.</b> Design 12-inch DI water main Thor to Freya and 8-inch stub to development connection; integrate into plan set at design milestones.	City provides system mapping and tie-in constraints; unusual system upgrades beyond project limits are excluded unless authorized.  An Engineering Design Review Report is not included and may be added as a separate task.	Water plan/profile sheets and details; estimate inputs.

**H. Task 8: City Sewer Utility Design**

Design sewer improvements described during City discussions: new sewer along NW leg of Palouse from Thor to the intersection, then north on Freya, connecting approximately three properties and tying into the existing system near the intersection.

Task #	Task Name & Description	Assumptions	Deliverables
8.1	<b><u>Sewer Utility Coordination Meetings.</u></b> Confirm master-planned sizing, tie-in points, and service connection requirements.	City provides most current collection system planning and desired pipe sizing.	Meeting agendas/notes.
8.2	<b><u>Sewer Plans/Profiles and Details.</u></b> Develop plans/profiles and connection details integrated into design milestones.	Approximately three service connections assumed; additional connections are additional services.  A Technical Report is not included and may be added as a separate task.	Sewer plan/profile sheets and details; estimate inputs.

**I. Task 9: Landscape Architecture & Irrigation**

Provide limited landscape and irrigation design for small planters associated with the roundabout; center island hardscape with provisions for future enhancements.

Task #	Task Name & Description	Assumptions	Deliverables
9.1	<b><u>Planter and Planting Design (Limited).</u></b> Low-maintenance plantings for small planters near the roundabout.	Center island not landscaped; hardscape (rock) only.	Planting/planter layout and notes.
9.2	<b><u>Irrigation Design (Limited).</u></b> Irrigation for defined planters only.	City provides water source point and maintenance expectations; corridor-wide irrigation excluded.	Irrigation plan/details for planters.
9.3	<b><u>Future Enhancements Provisions.</u></b> Provide boxes/conduits and conduit layout for future art/landscape enhancements.	Future art design not included.  Install 4-inch conduits with trace wire and pull string circling the roundabout with vaults at each arterial street and 4-inch conduits continuing along northwest Palouse Hwy to Thor St (End of project)	Conduit/vault provisions shown in plans.

**J. Task 10: Conceptual Design Phase**

Prepare conceptual exhibits, criteria matrix, and facilitate concept selection workshop.

Task #	Task Name & Description	Assumptions	Deliverables
10.1	<b><u>Conceptual Exhibits (3).</u></b> Prepare three conceptual alternatives: Starfish, Peanut, Dumbbell; horizontally controlled exhibits intended for discussion and selection.	Concepts are planning-level (no performance checks and not full vertical design).	Three conceptual exhibits and pros/cons summary. Strip map format.

10.2	<b>Design Criteria Matrix.</b> Document key design criteria for roundabout/corridor to guide design.	City confirms applicable standards and design decisions at workshop.	Draft/Final design criteria matrix.
10.3	<b>Concept Workshop.</b> 2-hour in-person workshop to review alternatives and select one preferred alternative to advance.	City stakeholders participate to enable selection/direction; subconsultant B&N will attend the workshop.	Workshop notes/minutes and preferred alternative decision record.

#### K. Task 11: 30% Design Phase

Advance preferred alternative to 30% level; complete checks and develop early utility concepts and estimate.

Task #	Task Name & Description	Assumptions	Deliverables
11.1	<b>30% Strip Map Exhibit.</b> Develop preferred alternative exhibit with refined geometry.	30% is focused on footprint/major decisions (not full detailing).	30% exhibit (PDF).
11.2	<b>Roundabout Checks / Performance Validation.</b> Fastest path, swept path, sight distance and related checks.	Design vehicle and criteria confirmed with City.	Check exhibits and summary.
11.3	<b>Utility Concepts (Water/Sewer/Storm/Conduit).</b> Show conceptual routing and tie-in approach sufficient for coordination and estimating.		Concept utility exhibits and notes.
11.4	<b>Project Site Visit.</b> Joint field review to confirm constraints and align for 60%.	City attends.	Site visit notes (as needed).
11.5	<b>30% Conceptual Engineers Opinion of Probable Cost.</b> Planning-level estimate for initial programming checks.	Estimate is preliminary and refined at later milestones.	30% Engineers Opinion of Probable Cost

#### L. Task 12: 60% Design Phase

Prepare first full plan set, estimate, QC review, submittal, and design review meeting.

Task #	Task Name & Description	Assumptions	Deliverables
12.1	<b>60% Plans.</b> Prepare a complete 60% plan package consistent with the anticipated discipline sheet list (approx. 82 sheets).	Lighting will be shown on roadway plans. Includes AGi32 model.	60% plan package (PDF).
12.2	<b>60% Engineer's Opinion of Probable Cost.</b> Develop quantities and estimate.	Unit prices based on bid history and City guidance.	60% estimate (PDF/Excel).
12.3	<b>ROW Needs Narrative and Exhibits.</b> After addressing 60% comments, prepare ROW needs narrative/exhibits for acquisition support.	City leads ROW acquisition; J-U-B provides engineering exhibits/narrative only ROW needs/exhibits for up to 6 parcels are anticipated.	ROW needs narrative and exhibits (to be submitted prior to 60% submittal).
12.4	<b>60% QC / Constructability Review.</b> Internal QC and constructability review including construction manager oversight.		

12.5	<b>60% Plan Assembly and Submittal.</b> Finalize and submit 60% package.	A 2 week City review process is anticipated.	60% submittal package.
12.6	<b>60% Design Review Meeting.</b> Conduct review meeting and document action items.	City provides consolidated comments to J-U-B's Bluebeam Revu Session;  Review meeting will be held during a regularly scheduled biweekly check in and no additional hours are assumed.	Meeting notes; comment approach.

#### M. Task 13: 90% Design Phase

Advance design and incorporate 60% direction; develop specifications and working day calculations.

Task #	Task Name & Description	Assumptions	Deliverables
13.1	<b>90% Plans.</b> Incorporate 60% comments and advance design detailing.	Includes traffic control plans and memo needed for Local Programs approval.	90% plan package.
13.2	<b>90% Engineer's Opinion of Probable Cost.</b> Update quantities and estimate.		90% estimate (PDF and Excel).
13.3	<b>Specifications and Working Day Calculations.</b> Prepare draft specs and working day calculations using production-rate assumptions and staging approach.	WSDOT specs with City GSP's will be used.	Draft specifications and working day calculations.
13.4	<b>90% QC Review.</b> Internal QC and resolution.		
13.5	<b>90% Submittal and Review Meeting.</b> Assemble submittal and conduct review meeting.	Review meeting will be held during a regularly scheduled biweekly check in and no additional hours are assumed.	90% submittal package; meeting notes.

#### N. Task 14: Plans, Specifications, and Estimate

Finalize bid-ready PS&E addressing wrap-up comments; include final QC and final assembly/submittal.

Task #	Task Name & Description	Assumptions	Deliverables
14.1	<b>Address 100% Wrap-Up Comments.</b> Resolve final comments and finalize plans/specs/estimate.	Comments are assumed to be final "clean-up" (not major redesign).	Comment response log and plan/spec/estimate updates.
14.2	<b>PS&amp;E QC Review.</b> Final bid-ready QC check.		
14.3	<b>PS&amp;E Assembly and Submittal.</b> Final PS&E package assembly and delivery; stamped/signed by WA-licensed PE.		Final PS&E package (PDF and CAD files).

14.4	<b>Bidding Support</b> – J-U-B will support the City by answering questions during the bidding process. This is a Time and Materials task estimated at 15 hours.		
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**O. Task 15: Peer Review (Burgess & Niple – Subconsultant)**

J-U-B will retain Burgess & Niple, Inc. (B&N) to provide peer review of roundabout concepts at 30% and a plan review at 60%. Peer review deliverables consist of Bluebeam review comments and review meetings with J-U-B prior to City submittals.

Task #	Task Name & Description	Assumptions	Deliverables
15.1	<b>B&amp;N Project Setup, Budget, and Tracking.</b> Progress reports submitted with invoices; project duration expected 9 months.	Up to four invoices/reports.	Invoice progress reports.
15.2	<b>30% “Over-the-Shoulder” Traffic/Concept Review Meeting.</b> B&N meets with J-U-B to review traffic findings and lane configurations and provide early feedback before CAD layouts begin	One B&N staff; 2-hour meeting (concept review workshop).	Meeting discussion and direction (captured via J-U-B notes).
15.3	<b>30% Design Review (Roundabout Concepts).</b> Review geometric layouts, performance checks, and technical documentation.	B&N assumes two alternatives with typical exhibits and Design Criteria Matrix provided; comments in Bluebeam; no separate memo.	Bluebeam review comments; 2-hour comment review meeting prior to City submittal.
15.4	<b>60% Design Plan Review.</b> Review 60% plans (roundabout geometry, typical sections, roundabout-related sheets, drainage, signing/stripping, lighting) for roundabout best practices; review AGI lighting file.	Calculations for drainage, pavement, quantities, etc. are assumed correct and outside B&N scope; comments in Bluebeam; no memo.	Bluebeam review comments; 2-hour comment review meeting prior to City submittal.

**P. Global Project Assumptions (Controls)**

1. With the project NTP anticipated late March/early April 2026 and project final delivery in March 2027, the project cycle will anticipate 11 months of activity (48 weeks). This estimation will be used to scope meeting hours. Extension of the project timeline beyond 11 months may require additional meeting and management time.
2. Construction staging: Project assumes the intersection will be closed during construction with local access only (affects staging, detour, signing).
3. Utilities: assume franchise relocations with no known utility relocations at project cost; relocation agreements are excluded unless added.
4. Stormwater special facility: evaporative ponds are excluded as a special facility type; if required by the City, it becomes additional services.
5. Bidding support: J-U-B provides up to 15 hours of bidding support; City leads procurement/bid process.
6. Construction support: not included.
7. J-U-B will utilize Civil 3D 2025 for sheet creation and design.

8. The following sheet count and sets are anticipated for the project. Final sheet counts in excess of Total + 10 may require additional hours.

Sheet Name	# of Sheets
Title Sheet	1
Legend Sheet	1
Project Control	1
Typical Sections	5
Removal Plans (1"=20')	7
Plan and Profile (1"=20')	14
Grading Details	8
Drainage Plans	7
TC Plans	4
Sanitary Sewer and Water Plan and Profiles	6
Sewer and Water Details	2
Roadway Details	6
Illumination Plans (1"=40')	6
Signing and Pavement Marking Plans (1"=40')	6
Pollution Prevention Plans (1"=60')	4
Utility Plan (1"=40')	6
<b>Total</b>	<b>82</b>

#### PART 4 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Environmental (NEPA/SEPA) – City-led; J-U-B provides APE and existing/planned impervious areas after 30% design.
  2. Right of Way Acquisition – City-led acquisition; J-U-B provides ROW needs narrative/exhibits and survey legals/exhibits after 60% comments are addressed.
  3. Survey – City-provided topographic survey; J-U-B integrates and requests supplemental pickup if required.
  4. Public Engagement – City-led.
  5. External Agency Coordination – City-led (WSDOT, TIB, Ecology, STA, Spokane County, developers, etc.).
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Construction support

#### PART 5 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
  2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
1	Project Management	Time and Materials (Ceiling Amount Shown)	\$66,600	Concurrent with work progress
2	Survey	Time and Materials (Ceiling Amount Shown)	\$64,200	Concurrent with work progress
3	Utility Coordination	Time and Materials (Ceiling Amount Shown)	\$13,800	Concurrent with work progress
4	Traffic Analysis	Time and Materials (Ceiling Amount Shown)	\$5,300	Concurrent with work progress
5	Geotechnical Engineering	Time and Materials (Ceiling Amount Shown)	\$22,900	Concurrent with work progress
6	Stormwater	Time and Materials (Ceiling Amount Shown)	\$25,000	Concurrent with work progress
7	Water Design	Time and Materials (Ceiling Amount Shown)	\$18,600	Concurrent with work progress
8	Sewer Design	Time and Materials (Ceiling Amount Shown)	\$18,600	Concurrent with work progress
9	Landscape and Irrigation	Time and Materials (Ceiling Amount Shown)	\$9,800	Concurrent with work progress
10	Concept Phase	Time and Materials (Ceiling Amount Shown)	\$18,300	Draft for CLIENT review 1 month after executed contract, notice to proceed, and receipt of all required data
11	30% Design	Time and Materials (Ceiling Amount Shown)	\$37,700	Estimated June 2026
12	60% Design	Time and Materials (Ceiling Amount Shown)	\$107,700	Estimated September 2026

13	90% Design	Time and Materials (Ceiling Amount Shown)	\$78,900	Estimated February 2027
14	PS&E	Time and Materials (Ceiling Amount Shown)	\$44,100	Following acquisition of right- of-way
15	B&N Scope	Time and Materials (Ceiling Amount Shown)	\$21,300	Concurrent with work progress
<b>Total:</b>			<b>\$552,800</b>	

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-C.

**PART 6 - CERTIFICATIONS AND DELIVERABLES**

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

**Exhibit(s):**

- Exhibit 1-A: Proposal from Budinger
- Exhibit 1-B: Proposal from Burgess & Niple
- Exhibit 1-C: Work Breakdown Structure

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Stormwater (S13)



# Budinger & Associates

Proudly serving the Inland Northwest since 1976

Geotechnical Engineering  
Environmental Engineering  
Construction Materials Testing  
Subsurface Exploration  
Special Inspection

Sean Hoisington, PE, PTP  
J-U-B Engineers, Inc.  
745 W. Hanley Ave, Suite 301  
Coeur d'Alene, ID 83835

February 23, 2026

Proposal S-26188

**Project: Freya - Palouse Hwy Roundabout, Spokane, Washington**  
**Subject: Proposed Geotechnical Exploration and Analysis**

Mr. Hoisington,

Thank you for the opportunity to offer geotechnical services.

### **Project**

A roundabout for the intersection of S. Freya Street and S. Palouse Highway will provide improved traffic flow and facilitating interchange with E. 51st Avenue. The existing 2-lane roads are surfaced with flexible pavement.

Preliminary probe borings completed near the intersection encountered limiting layers including impermeable soil, groundwater, and basalt rock at relatively shallow depths. Additional subsurface explorations, sampling, and testing are needed to provide geotechnical design recommendations for stormwater and pavements.

### **Scope**

#### **Task 1: Field Exploration**

Advance four test borings to characterize subsurface conditions for stormwater and pavement design. Borings near proposed stormwater facilities (assume up to two) will be drilled to a maximum depth of 25 feet. The remaining borings will be drilled to a maximum depth of 5 feet to evaluate pavement subgrade conditions. Split-spoon sampling and penetration resistance testing will be conducted in the borings at approximately 2.5- to 5-foot depth intervals. Subsurface conditions will be logged by a qualified geologist or engineer.

Advance Kessler<sup>®</sup> dynamic cone penetrometer (DCP) test soundings at up to six locations to a maximum depth of up to 36 inches to further characterize the subgrade conditions.

#### **Task 2: Laboratory Testing**

Conduct laboratory testing of recovered soil samples including moisture content, gradation, and Atterberg Limits to classify subsurface materials.

#### **Task 3: Geotechnical Engineering Report**

Characterize subsurface conditions by identifying distinct soil and rock units and describing their pertinent engineering properties, including soil moisture and groundwater conditions.

1101 North Fancher Rd.  
Spokane Valley, WA 99212  
Tel: 509.535.8841  
Fax: 509.535.9589

Complete pavement layer thickness calculations for HMA and PCC pavements based on AASHTO Guide for Design of Pavement Structures and City of Spokane pavement design standards.

Provide recommendations for stormwater infiltration in general accordance with the Spokane Regional Stormwater Manual (SRSM) and the Stormwater Management Manual for Eastern Washington (SMMEW).

Prepare a report that includes results of subsurface exploration, laboratory analyses, testing procedures, and recommended pavement layer thicknesses.

**Assumptions**

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review.

We assume legal and physical access to the site will be provided. We will mark the area for utility locate services and submit a "call before you dig" request. We will not drill in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services.

We assume traffic control will be provided by the City of Spokane.

Additional information needed to complete a design level geotechnical engineering report includes anticipated average daily traffic volumes, vehicle types and configurations, and estimated future traffic growth rates. We assume relevant information will be provided prior to issuing a report.

**Fees**

Fees for these services are shown in the attached *Cost Estimate* and will not be exceeded without your request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

PREPARED BY:  
Budinger & Associates, Inc.

Collin McCormick, PE  
Geotechnical Engineer IV

John Finnegan, PE, GE, LHG  
Principal Geotechnical Engineer

**Attachments:**

- *Exploration Plan*
- *Cost Estimate*
- *Important Information about This Geotechnical Proposal*

*Budinger & Associates, Inc.  
Geotechnical & Environmental Engineers  
Construction Materials Testing & Special Inspection*

# Important Information about This Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Participate in Development of the Subsurface Exploration Plan**

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## **Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## **Have Realistic Expectations; Apply Appropriate Preventives**

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

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# Scope of Work – Freya-Palouse

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## Project Description and Assumptions:

As outlined in this Scope of Work document, JUB has retained Burgess & Niple, Inc. ("B&N") as a subconsultant to support peer review efforts on the Freya-Palouse Roundabout project. B&N is responsible for reviewing 30% design concepts for the roundabout including all associated geometric layouts, performance checks, and technical documentation related to the 30% submittal.

B&N will provide additional peer review services at 75% plans. Further details outlining B&N's scope of services are provided in the following sections. It is assumed that B&N will have no deliverables besides providing comments in Bluebeam Review sessions.

### 1. Project Management

- 1.1. Project Setup, Budget, and Tracking – B&N will provide progress reports to be submitted with invoices. Up to four invoices and reports will be submitted. Task also includes the effort to create the project in the accounting system and time to oversee project tasks and coordinate with JUB to manage the scope, schedule, and budget outlined in this scope of work. Project duration is expected to be 9 months.

### 2. 30% Design Review

- 2.1. Traffic analysis/concept over the shoulder – B&N will meet with JUB to review their traffic analysis findings, confirm lane configurations for the roundabout, and provide initial feedback on roundabout concepts before they are laid out in CAD. This meeting is expected to be two hours. One B&N staff member will attend.
- 2.2. 30% Design Review – B&N will review all associated geometric layouts, performance checks, and technical documentation for each roundabout alternative. It is assumed that for each roundabout 1 2-d geometric exhibit, 1 set of truck turns, 1 fastest path exhibits and calcs, and 1 sight distance exhibit. A design criteria matrix will be provided to aid in the review. B&N assumes two roundabout alternatives will be developed. B&N estimates 8 hours per roundabout for review. It is assumed that JUB will develop a bluebeam review session and B&N will provide comments in the session. A memo will not be drafted. A meeting to go over B&N's comments with JUB will be completed prior to submittal to the City. The meeting will be for two hours, and two B&N staff will attend.

### 3. 75% Design Review

- 3.1. 75% design plan review – B&N will review the 75% design plans prior to the 75% client submittal. B&N will review the roundabout geometry, typical sections, roundabout related plan sheets, drainage, signing, striping, and lighting. B&N will review the plans in relation to roundabout best practices. It is assumed that calculations for items such as drainage design, pavement design, quantities, etc are correct and outside the scope of B&N's peer review. JUB will upload the plan set and supporting documentation to a bluebeam review session. Additionally, JUB will provide the lighting design file (AGI) for B&N to review. A meeting to go over B&N's comments with JUB will be completed prior to submittal to the City. The meeting will be for two hours, and two B&N staff will attend.

Attached is the labor estimate and cost summary.

## ***Exhibit B*** ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

February 25, 2025

Ms. Marlene Feist  
Director, Public Works and Utilities  
City of Spokane  
808 West Spokane Falls Blvd., 2<sup>nd</sup> Floor  
Spokane, Washington 99201

**City of Spokane  
Freya-Palouse Roundabout  
CDS-9932(083)  
FUND AUTHORIZATION**

Dear Ms. Feist:

We have received FHWA fund authorization, effective February 18, 2025, for this project as follows:

<b>PHASE</b>	<b>TOTAL</b>	<b>FEDERAL SHARE</b>
Preliminary Engineering	\$480,000	\$415,200

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA11093 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

Marlene Feist  
City of Spokane  
Freya Palouse Roundabout  
February 25, 2025

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

*Stephanie Tax*

Stephanie Tax  
Manager, Program Management  
Local Programs

ST:cc:ml

Enclosure

cc: Chad Roberts, Acting Eastern Region Local Programs Engineer

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil3D, AutoCAD, PDF

B. Roadway Design Files

Civil3D, AutoCAD, PDF

C. Computer Aided Drafting Files

Civil3D, AutoCAD, PDF

D. Specify the Agency's Right to Review Product with the Consultant

As requested by Agency

E. Specify the Electronic Deliverables to Be Provided to the Agency

All items to be delivered electronically

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project, see attached scope.

II. Any Other Electronic Files to Be Provided  
As needed.

III. Methods to Electronically Exchange Data  
email or FTP

A. Agency Software Suite

Microsoft Office, Civil3D, AutoCAD

B. Electronic Messaging System

Industry standard

C. File Transfers Format

Email or FTP

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached.

City of Spokane  
**Freya-Palouse Roundabout**  
 Project Fee

	Project Manager/Reviewer Molly	Senior Roundabout Reviewer Brian	Lighting Engineer Gunter				TOTAL HOURS	Expenses	TOTAL FEE
<b>Activity</b>									
<b>1 Project Management</b>									
1.1 Project Setup, Budget, and Tracking	8	8					16		\$4,928
<b>2 30% Design Review</b>									
2.1 Traffic Analysis/Concept Over the Shoulder Review		4					4		\$1,379
2.2 30% Design Review	4	20					24		\$7,980
<b>3 75% Design Review</b>									
3.1 75% Design Review	12	4	3				19		\$5,116
							0		\$0
							0		\$0
SUBTOTAL HOURS	24	36	3	0	0	0	63	\$0.00	\$19,402.74
Personnel Hourly Rate including Profit	\$271	\$345	\$161	\$427	\$145	\$108			
<b>Total Authorized</b>	<b>\$6,510</b>	<b>\$12,411</b>	<b>\$482</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			<b>\$19,403</b>
<b>Contingency</b>									
<b>Total Authorized with Contingency</b>									<b>\$19,403</b>
<b>IF AUTHORIZED TASKS</b>									
							0		\$0
							0		\$0
							0		\$0
							0		\$0
							0		\$0
SUBTOTAL HOURS	0	0	0	0	0	0	0		\$0.00
Personnel Hourly Rate including Profit	\$271	\$345	\$161	\$427	\$145	\$108			
<b>Total If Authorized</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			<b>\$0</b>
<b>Total</b>	<b>\$6,510</b>	<b>\$12,411</b>	<b>\$482</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			<b>\$19,403</b>

**EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE**  
BASIS OF FEE ESTIMATE



Spokane Palouse-Freya Roundabout Design, City of Spokane  
RP-25-XXXXX  
RLZ

Project Title, Client:  
Project Number:  
Prepared By:

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Zender, Raimon	Smith, Kevin P.	James, Chelsea	Markham, Braden	Conroy, Shauna	Johnson, Michelle	Nathan Waller, Jessica	Wilson, Shawn	Russell, Jeremy	Rainor, Brannen	Stodolbauer, Jesse	Buck, Shawn	Medlock, Kaci	Marden, Travis	Ulich, Kimberly	J-U-B Expenses	Subconsultant Expenses	Total Compensation	
001	000	Project Admin	158	64	11	21	0	0	11	0	6	4	4	0	0	0	13	50	50	\$66,600	
001	000	Project Admin General	158	64	11	21	0	0	11	0	6	4	4	0	0	0	13	50	50	\$66,600	
		Set up and Planning	4														2	50	50	\$1,100	
		Kickoff	2	2	1	1			1		1							50	50	\$1,900	
		External bi-weekly meetings	40	40														50	50	\$19,500	
		Weekly Internal meetings	20	20	10	20			10		5							50	50	\$19,800	
		Scope schedule budget/admin of team	81															50	50	\$18,600	
		Invoices	11														11	50	50	\$3,800	
		Data integration		2								4	4						50	\$1,900	
002	000	Survey	0	2	0	0	0	0	0	0	32	106	92	60	42	0	0	\$3,600	\$6,300	\$64,200	
002	000	Survey	0	2	0	0	0	0	0	0	32	106	92	60	42	0	0	\$3,600	\$6,300	\$64,200	
		Primary Control and aerial targets									1		4	8				500	50	\$2,600	
		Records Research								1			12		12			50	50	\$3,600	
		Title Reports (Organize and Review Documents)								2		6			30			50	58,800	\$10,400	
		Existing ROW (Boundary analysis and cases)								4		16						50	50	\$1,800	
		Base Map (Field work, drafting, QC)								6	40	16		32				\$2,200	50	\$17,300	
		ROW Acquisition Map								1	8	2						50	50	\$1,900	
		Staking									8	2		8				\$400	50	\$3,100	
		Legals & Exhibit Maps		2						15	30	30						50	50	\$14,400	
		Record of Survey								2	20	4		12				\$400	500	\$7,300	
003	000	Utility Coordination	0	20	0	0	52	0	0	0	0	0	0	0	0	1	0	0	50	50	\$13,800
003	000	Utility Coordination	0	20	0	0	52	0	0	0	0	0	0	0	0	1	0	0	50	50	\$13,800
		Locates				2									1			50	50	\$400	
		Tracking Matrix			10		20											50	50	\$5,900	
		B Letters			2		12											50	50	\$2,500	
		Coordination Meetings			6		6											50	50	\$2,500	
		C Letters			2		12											50	50	\$2,500	
004	000	Traffic Analysis	6	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	50	50	\$5,300
004	000	Traffic Analysis	6	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	50	50	\$5,300
		Site Model (3)			2		16											50	50	\$1,100	
		Preferred Option re-look			2		4											50	50	\$1,100	
		Memo			2		4											50	50	\$1,100	
005	000	Geotech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$22,900	
005	000	Geotech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$22,900	
		Geotech																50	50	\$22,900	
006	000	Stormwater	0	0	0	50	90	0	0	0	0	0	0	0	0	0	0	0	50	50	\$25,000
006	000	Stormwater	0	0	0	50	90	0	0	0	0	0	0	0	0	0	0	0	50	50	\$25,000
		Data Collection				10												50	50	\$2,000	
		Hydraulic Analysis				30												50	50	\$6,100	
		Storm Design				5	50											50	50	\$9,300	
		Reports				5	40											50	50	\$7,600	
007	000	Water Design	4	0	0	0	0	5	44	0	0	40	0	0	0	0	0	0	50	50	\$18,600
007	000	Water Design	4	0	0	0	0	5	44	0	0	40	0	0	0	0	0	0	50	50	\$18,600
		Meetings																50	50	\$1,800	
		Plan/Profile/Details						5	40			40						50	50	\$16,700	
008	000	Sewer Design	4	0	0	0	0	5	44	0	0	40	0	0	0	0	0	0	50	50	\$18,600
008	000	Sewer Design	4	0	0	0	0	5	44	0	0	40	0	0	0	0	0	0	50	50	\$18,600
		Meetings							4									50	50	\$1,800	
		Plan/Profile/Details						5	40			40						50	50	\$16,700	
009	020	Landscape & Irrigation	0	0	0	0	0	0	0	14	0	43	0	0	0	0	0	0	50	50	\$9,800
009	020	60% Design	0	0	0	0	0	0	0	7	0	28	0	0	0	0	0	0	50	50	\$6,000
		Planting Design (Full Planning Plan)								2		12						50	50	\$2,400	
		Irrigation Design (Layout of turf head and drip zones, solar controller location)								2		10						50	50	\$2,000	
		Details/Sheet Specs/Estimate Assist								2		4						50	50	\$1,000	
		QC and Revisions								1		2						50	50	\$500	
009	030	90% Design	0	0	0	0	0	0	0	5	0	11	0	0	0	0	0	0	50	50	\$2,800
		Planting Design, (100% Level Drawing)								1		4						50	50	\$900	
		Irrigation Design (100% Level Drawing)								1		4						50	50	\$900	

**EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE  
BASIS OF FEE ESTIMATE**



Spokane Palouse-Freya Roundabout Design, City of Spokane  
RP-25-XXXXX  
RLZ

Project Title, Client:  
Project Number:  
Prepared By:

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Zander, Raimon	Smith, Kevin P.	James, Chelsea	Markham, Braden	Conroy, Shawna	Johnson, Michelle	Nathan Waller, Jessica	Wilson, Shawn	Russell, Jeremy	Rainor, Brannen	Stodolbauer, Jesse	Buck, Shawn	Medlock, Kaci	Marden, Travis	Ulich, Kimberly	J-U-B Expenses	Subconsultant Expenses	Total Compensation		
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Manager	Project Engineer - Discipline Lead	Program Manager	Project Engineer II	Project Designer - Lead	Program Manager	Assistant Project Manager	Landscape Architect - Senior	PLS - Discipline Lead	CAD Designer - Lead	Professional Land Surveyor	Survey Technician - Lead	Survey Technician	Program Manager	Project Accountant Lead					
		90% Details/Sheet Specs/Estimate Assist								2		2								50	\$0	\$700
		QC and Revisions (Andrew or Jenna)								1		1								50	\$0	\$400
009	040	Final Deliverables	0	0	0	0	0	0	0	2	0	4	0	0	0	0	0	0	0	50	\$0	\$1,000
		Finalize all documents per 90% Comments								1		2								50	\$0	\$500
		Finalize QC and Revisions (Andrew or Jenna)								1		2								50	\$0	\$500
010		Concept Phase	4	8	48	0	0	0	0	0	0	20	0	0	0	0	0	0	0	50	\$0	\$18,300
010	000	Concept Phase	4	8	48	0	0	0	0	0	0	20	0	0	0	0	0	0	0	50	\$0	\$18,300
		Concept Exhibits	1	4	40							20								50	\$0	\$16,600
		Design Criteria Matrix	1	2	6							2								50	\$0	\$3,300
		Workshop	2	2	2															50	\$0	\$1,500
011		30% Design	0	30	40	26	34	0	0	0	0	40	0	0	0	0	0	0	50	\$0	\$37,200	
011	000	30% Design	0	30	40	26	34	0	0	0	0	40	0	0	0	0	0	0	50	\$0	\$37,200	
		Strip Map				20	20					40								50	\$0	\$23,300
		Performance Checks				20														50	\$0	\$5,000
		Utility Concepts					20													50	\$0	\$3,300
		Site Visit		6		6	6													50	\$0	\$3,800
		30% Estimate		4			8													50	\$0	\$2,400
012		60% Design	2	90	0	0	156	0	0	0	0	296	0	0	0	0	0	0	50	\$0	\$107,700	
012	000	60% Design	2	90	0	0	156	0	0	0	0	296	0	0	0	0	0	0	50	\$0	\$107,700	
		Plans		74			148					296								50	\$0	\$91,800
		Estimate		4			8													50	\$0	\$2,400
		RDW Needs/Narrative			8															50	\$0	\$2,100
		QC															40			50	\$0	\$3,000
		Plan Assembly	2	4																50	\$0	\$1,500
		Review Meeting																		50	\$0	\$0
013		90% Design	2	86	0	0	164	0	0	0	0	148	0	0	0	0	0	0	50	\$0	\$78,900	
013	000	90% Design	2	86	0	0	164	0	0	0	0	148	0	0	0	0	0	0	50	\$0	\$78,900	
		Plans		74			148					148								50	\$0	\$67,600
		Estimate		4			8													50	\$0	\$2,400
		Specs		4			8													50	\$0	\$2,400
		QC															20			50	\$0	\$1,000
		Plan Assembly	2	4																50	\$0	\$1,500
		Review Meeting																		50	\$0	\$0
014		PS&E	0	46	0	0	92	0	0	0	0	74	0	0	0	0	0	0	50	\$0	\$64,100	
014	000	PS&E	0	46	0	0	92	0	0	0	0	74	0	0	0	0	0	0	50	\$0	\$64,100	
		PS&E		37			74					74								50	\$0	\$33,800
		QC															20			50	\$0	\$5,000
		Submittal		4			8													50	\$0	\$2,400
		Bidding		5			10													50	\$0	\$3,900
015		BBN Scope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$21,300	\$21,300
015	000	BBN Scope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$21,300	\$21,300
																				50	\$21,300	\$21,300
<b>Total Hours</b>			180	346	99	97	612	10	99	14	38	811	96	60	43	90	13				2,608	
<b>Total Costs</b>			\$41,400	\$89,300	\$24,800	\$19,600	\$101,000	\$2,500	\$22,200	\$2,800	\$9,200	\$132,200	\$17,100	\$8,100	\$4,400	\$22,600	\$1,500	\$3,600	\$0	\$0	\$552,800	

**Exhibit E**  
**Sub-consultant Cost Computations**

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

Budinger & Associates, Inc.  
1101 N. Fancher Road  
Spokane, WA 99212  
509-535-8841

S26188 Freya - Palouse Hwy Roundabout

	hours	direct labor	cost
Principal	8	\$95.00	\$760.00
Engineer IV	14	\$48.00	\$672.00
Geologist III	36	\$46.00	\$1,656.00
Exploration Professional IV	12	\$48.00	\$576.00
Exploration Professional III	12	\$38.00	\$456.00
Exploration Technician III	4	\$35.00	\$140.00
Project Coordinator	6	\$40.00	\$240.00

Subtotal 86 **\$4,500.00**

Overhead 1.732 **\$7,794.00**  
Fixed Fee 0.3 **\$1,350.00**

Reimbursables

A - Sampling and testing expenses \$5,450.00  
B - Laboratory testing expenses \$1,740.00  
C - Outside consultant expenses \$0.00  
**\$7,190.00**

**Total \$20,834.00**

## Summary of reimbursables

### A - Sampling and testing expenses

*	Mobilization				\$1,200.00
*	Geoprobe 3100	10	hours	\$310.00	\$3,100.00
*	Tooling	10	hours	\$53.00	\$530.00
*	Support Truck	20	hours	\$31.00	\$620.00
	<b>Sampling and testing expenses total</b>				<b>\$5,450.00</b>

### B - Laboratory testing

*	Sieve analysis	4	each	\$160.00	\$640.00
*	Moisture content	4	each	\$40.00	\$160.00
*	Atterberg Limits	2	each	\$195.00	\$390.00
*	Flexible Wall Permeability	1	each	\$550.00	\$550.00
	<b>Laboratory testing total</b>				<b>\$1,740.00</b>

### C - Outside Consultant Expenses

	<b>Outside Consultant Expenses total</b>				<b>\$0.00</b>
--	------------------------------------------	--	--	--	---------------

**Reimbursables Total** **\$7,190.00**

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Public Works Director
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
J.U.B Engineers, Inc.

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whose address is

2760 W EXCURSION LN MERIDIAN ID 83642-5313

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**J.U.B Engineers, Inc.**

---

Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** Public Works Director

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and J-U-B Engineers, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. 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 this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**J-U-B Engineers, Inc.**

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**J-U-B Engineers, Inc.**

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Freya/Palouse Roundabout Project 2023133 \* are accurate, complete, and current as of March 30, 2026 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: J-U-B Engineers, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*.\*

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

**Entity name:** J-U-B ENGINEERS, INC.

**Business name:** J-U-B ENGINEERS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 600-069-551

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 999 W RIVERSIDE AVE  
STE 700  
SPOKANE WA 99201-1005

**Mailing address:** 2760 W EXCURSION LN  
MERIDIAN ID 83642-5313

**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Brewster General Business - Non-Resident</a>	001892			<a href="#">Active</a>	Feb-28-2027	Jan-29-2020
<a href="#">Omak General Business - Non-Resident</a>	3085			<a href="#">Active</a>	Feb-28-2027	Sep-06-2017
<a href="#">Spokane General Business</a>	T12073223BUS			<a href="#">Active</a>	Feb-28-2027	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>	01352			<a href="#">Active</a>	Feb-28-2027	Feb-18-2004

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BAUNE, CORY R	
DEETER, BRIAN	
EPLER, TOBY	
FAZZARI, ALEXANDER	
FRITZ, LAUREL	
GIESBRECHT, ALAN	
HAENER, TIMOTHY J	
JAMES, STEPHEN P	
LOFTUS, VINCENT L	
MURRAY, ZAN	
SHANNON, KARIN	
SMITH, BRIAN D	

## Registered Trade Names

Registered trade names	Status	First issued
GATEWAY MAPPING, INC.	Active	Jan-16-2018
J-U-B ENGINEERS, INC.	Active	May-21-2018
THE LANGDON GROUP	Active	Jan-16-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2026 4:16:14 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2026

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).

<b>PRODUCER</b> <b>The Hartwell Corporation</b> <b>PO Box 400</b> <b>Caldwell, ID 83606</b>	<b>CONTACT NAME:</b> <b>Danika Blank</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>(208) 459-1678</b>	<b>FAX (A/C, No):</b> <b>(208) 454-1114</b>
	<b>E-MAIL ADDRESS:</b> <b>danika@thehartwellcorp.com</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> <b>Travelers Casualty Ins Co of America</b>	<b>19046</b>
	<b>INSURER B :</b> <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
	<b>INSURER C :</b> <b>XL Specialty Insurance Co.</b>	<b>37885</b>
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

<b>INSURED</b>  <b>J-U-B Engineers Inc</b> <b>2760 W Excursion Lane Suite 400</b> <b>Meridian, ID 83642</b>	

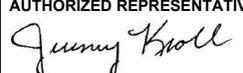
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<b>X</b>		<b>6802R22997A</b>	<b>8/1/2025</b>	<b>8/1/2026</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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	<b>X</b>		<b>BA8P008954</b>	<b>8/1/2025</b>	<b>8/1/2026</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>CUP1C547849</b>	<b>8/1/2025</b>	<b>8/1/2026</b>	EACH OCCURRENCE \$ <b>9,000,000</b> AGGREGATE \$ <b>9,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>UB8K158532</b>	<b>8/1/2025</b>	<b>8/1/2026</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Professional Liabili</b>			<b>DPR5054752</b>	<b>4/2/2026</b>	<b>4/2/2027</b>	<b>Each Claim/Aggregate</b> <b>5,000,000</b>
<b>C</b>	<b>Professional Liabili</b>			<b>DPR5054752</b>	<b>4/2/2026</b>	<b>4/2/2027</b>	<b>Deductible</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an additional insured, coverage is primary and non-contributory; forms attached.

**CERTIFICATE HOLDER** **CANCELLATION**

<b>City of Spokane</b> <b>Spokane Public Facilities District</b> <b>720 W Mallon Ave</b> <b>Spokane, WA 99201</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

**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

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**Location And Description Of Completed Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(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", "property damage", "personal injury" or "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(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### **BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

**BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd**

3/3/2026

**Clerk's File #**

OPR 2026-0251

**Cross Ref #****Project #**

2024065

**Council Meeting Date:** 03/30/2026**Submitting Dept**

ENGINEERING SERVICES

**Bid #****Contact Name/Phone**

DAN BULLER 6700

**Requisition #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

LOW BID AWARD - NORTH HILLYARD SIDEWALK INFILL - 2024065

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for North Hillyard Sidewalk Infill 2024065 - \$\_\_. An administrative reserve of 10% of the contract will be set aside. (Hillyard Neighborhood Council)

**Summary (Background)**

This locally funded project will infill sidewalk in the vicinity of Harmon Park and Arlington Elementary School. Construction is planned for this summer. See attached exhibit. Sidewalks for this project were selected through and funded by the Transportation Benefit District - Sidewalk Program (specifically the Citizen Transportation Advisory Board (CTAB) before it was dissolved and replaced by the Transportation Commission). On \_\_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \$DOLLAR AMT HERE. \_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

**What impacts would the proposal have on historically excluded communities?**

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

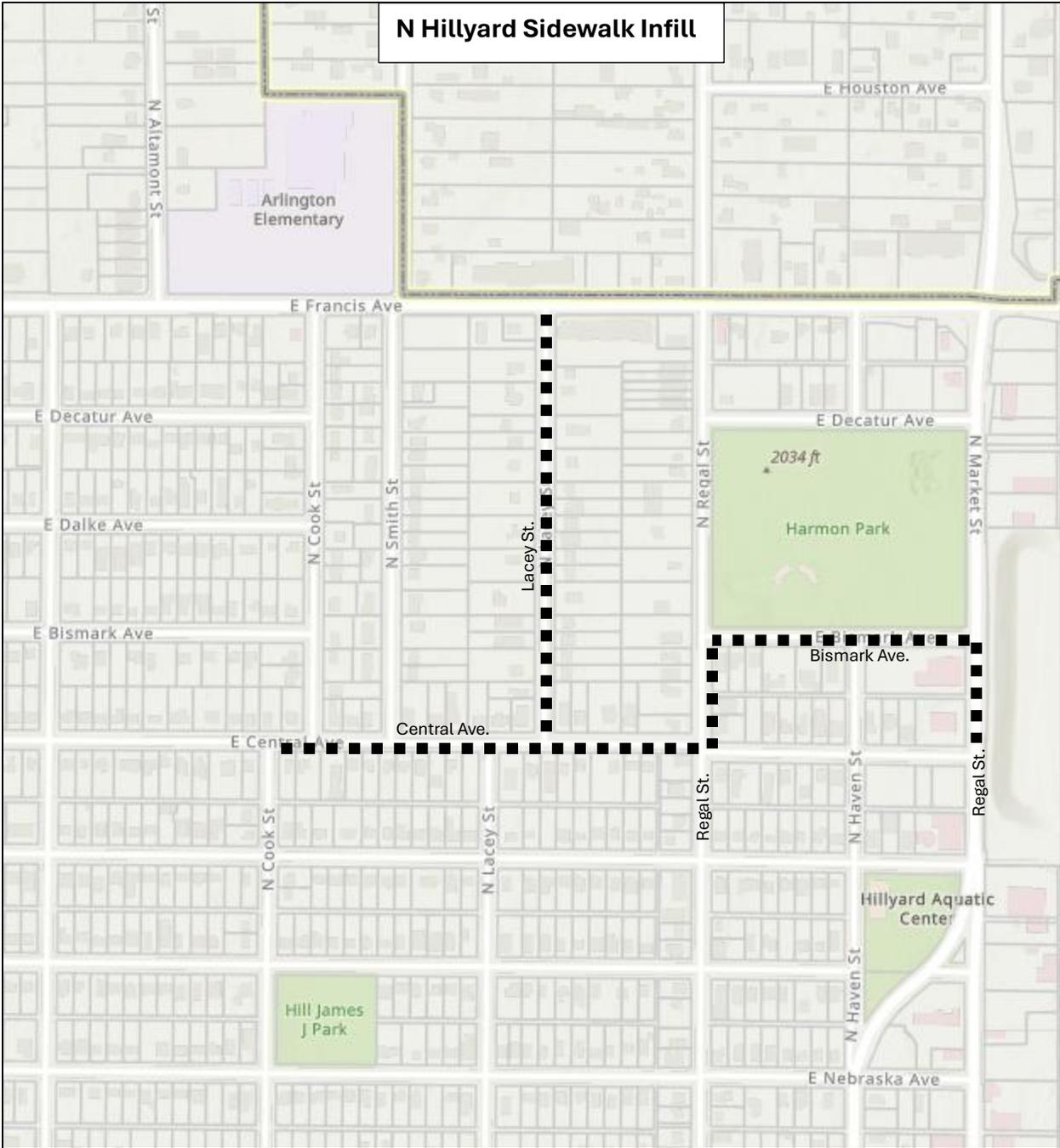
**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 550,000.00 (est)
Current Year Cost	\$ 550,000.00 (est)
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
N/A	
<b>Amount</b>	
<b>Budget Account</b>	
Expense \$ 0.00	# 1990-49890-95300-56501-21047
Select \$	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
n/a	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
n/a	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	BULLER, DAN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	dbuller@spokanecity.org
eraea@spokanecity.org	Jradams@spokanecity.org
mvalen@spokanecity.org	pyoung@spokanecity.org
jrhall@spokanecity.org	

# N Hillyard Sidewalk Infill





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

		<b>Date Rec'd</b>	2/4/2026
		<b>Clerk's File #</b>	OPR 2026-0252
		<b>Cross Ref #</b>	
		<b>Project #</b>	2025056
<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 6391	<b>Requisition #</b>	
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Engineer Construction Contract		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> YES	
<b>Agenda Item Name</b>	LOW BID AWARD - 2025 ARTERIAL PAVEMENT REPAIR 2025056 - BOYD'S J&C		

**Agenda Wording**

Low Bid of Boyd's J&C Construction (Chewelah, WA) for 2025 Arterial Pavement Repair - \$434,263.80. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

This locally funded project will repair significant pavement problem areas on arterials at various locations. This project is a more focused approach than the more typical grind and overlay project wherein we will address only the significant problem areas rather than overlaying the entire road. On March 2, 2026, bids were opened for the above project. The low bid was from Boyd's J&C Construction in the amount of \$434,263.80, which is \$46,704.20 below the Engineer's Estimate of \$480,968.00. Four other bids were received as follows: LaRiviere, Inc., (Rathdrum, ID) - \$623,890.20 Inland Asphalt Company, (Spokane, WA) - \$732,732.00 Shamrock Paving, Inc., (Spokane, WA) - \$927,784.50 Poe Asphalt Paving, (Post Falls, WA) - \$1,401,473.80

**What impacts would the proposal have on historically excluded communities?**

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

n/a

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

n/a

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 434,263.80
Current Year Cost	\$ 434,263.80
Subsequent Year(s) Cost	\$ 0
<b>Narrative</b>	
Locally funded.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense \$ 434,263.80	# 3200 49828 95300 56501 86165
Select \$	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
N/A	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	BULLER, DAN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvalen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	



**City of Spokane**  
**PUBLIC WORKS CONTRACT**  
Title: **2025 ARTERIAL PAVEMENT REPAIR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BOYD'S J&C CONSTRUCTION**, whose address is 2434 Highway 395 South, Chewelah, Washington 99109 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2025 ARTERIAL PAVEMENT REPAIR.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2025056 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-2 for the actual quantities furnished for each bid item at a total cost not to exceed \$434,263.80, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 and A-2 shall include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **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 Contractor 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 Contractor.

18. **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.

19. **ASSIGNMENTS.** The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. **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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

30. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

31. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

**BOYD'S J&C CONSTRUCTION**

**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 Contract:**

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedules A-1 and A-2

26-059

**PAYMENT BOND**

We, **BOYD'S J&C CONSTRUCTION**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-THREE AND 80/100 DOLLARS (\$434,263.80)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2025 ARTERIAL PAVEMENT REPAIR**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**BOYD'S J&C CONSTRUCTION,**

AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_

Its Attorney in Fact

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.



**PERFORMANCE BOND**

We, **BOYD'S J&C CONSTRUCTION**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-THREE AND 80/100 DOLLARS (\$434,263.80)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2025 ARTERIAL PAVEMENT REPAIR**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**BOYD'S J&C CONSTRUCTION,**

AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

STATE OF WASHINGTON            )  
                                                  ) ss.  
County of \_\_\_\_\_            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

**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 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.
  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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

**SCHEDULE A-1**  
***Tax Classification: Sales tax shall be included in unit prices***

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
2	SPCC PLAN	1.00 LS	\$ 3,993.50	\$ 3,993.50
3	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 16,430.40	\$ 16,430.40
4	MOBILIZATION, BASE	1.00 LS	\$ 10,839.50	\$ 10,839.50
5	PROJECT TEMPORARY TRAFFIC CONTROL, BASE	1.00 LS	\$ 9,356.20	\$ 9,356.20
6	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
7	SAWCUTTING FLEXIBLE PAVEMENT, BASE	31,232.00 LFI	\$ 0.75	\$ 23,424.00
8	REMOVE AND DISPOSE OF TROLLEY RAILS, BASE	70.00 LF	\$ 6.55	\$ 458.50
9	REMOVE UNSUITABLE FOUNDATION MATERIAL, BASE	10.00 CY	\$ 54.05	\$ 540.50
10	REPLACE UNSUITABLE FOUNDATION MATERIAL, BASE	10.00 CY	\$ 70.50	\$ 705.00
11	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, BASE	1,295.00 SY	\$ 95.45	\$ 123,607.75
12	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, BASE	366.00 SY	\$ 82.05	\$ 30,030.30
13	PAVEMENT REPAIR EXCAVATION INCL. HAUL, BASE	1,661.00 SY	\$ 18.45	\$ 30,645.45

14	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE, BASE	1.00 EA	\$	800.00	\$	800.00
15	VALVE BOX AND COVER, BASE	1.00 EA	\$	120.00	\$	120.00
16	ESC LEAD	1.00 LS	\$	16,430.40	\$	16,430.40
17	INLET PROTECTION, BASE	31.00 EA	\$	91.30	\$	2,830.30
18	COMMUNICATION CONDUIT SYSTEM, BASE	1.00 LS	\$	6,275.50	\$	6,275.50
19	PAVEMENT MARKING REPAIR, BASE	1.00 LS	\$	12,819.71	\$	12,819.71
20	MOBILIZATION - ALT 1	1.00 LS	\$	6,275.50	\$	6,275.50
21	PROJECT TEMPORARY TRAFFIC CONTROL - ALT 1	1.00 LS	\$	1,711.50	\$	1,711.50
22	SAWCUTTING FLEXIBLE PAVEMENT, ALT 1	7,288.00 LFI	\$	0.75	\$	5,466.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 1	10.00 CY	\$	57.05	\$	570.50
24	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 1	10.00 CY	\$	70.00	\$	700.00
25	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 1	168.00 SY	\$	108.90	\$	18,295.20
26	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, ALT 1	272.00 SY	\$	82.05	\$	22,317.60
27	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 1	440.00 SY	\$	19.20	\$	8,448.00
28	INLET PROTECTION, ALT 1	8.00 EA	\$	91.30	\$	730.40
29	PAVEMENT MARKING REPAIR, ALT 1	1.00 LS	\$	2,852.50	\$	2,852.50

30	MOBILIZATION - ALT 2	1.00 LS	\$	6,275.50	\$	6,275.50
31	PROJECT TEMPORARY TRAFFIC CONTROL - ALT 2	1.00 LS	\$	1,711.50	\$	1,711.50
32	SAWCUTTING FLEXIBLE PAVEMENT, ALT 2	5,530.00 LFI	\$	0.65	\$	3,594.50
33	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 2	10.00 CY	\$	50.00	\$	500.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 2	10.00 CY	\$	60.50	\$	605.00
35	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 2	272.00 SY	\$	95.42	\$	25,954.24
36	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 2	272.00 SY	\$	16.80	\$	4,569.60
37	INLET PROTECTION, ALT 2	4.00 EA	\$	80.00	\$	320.00
<b>Schedule A-1 Subtotal</b>					\$	<u>405,205.55</u>

## SCHEDULE A-2

**Tax Classification: Sales tax shall be included in unit prices**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
38	MOBILIZATION - ALT 3	1.00 LS	\$ 6,275.50	\$ 6,275.50
39	PROJECT TEMPORARY TRAFFIC CONTROL, ALT 3	1.00 LS	\$ 1,141.00	\$ 1,141.00
40	SAWCUTTING FLEXIBLE PAVEMENT, ALT 3	2,184.00 LFI	\$ 0.75	\$ 1,638.00
41	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 3	10.00 CY	\$ 57.05	\$ 570.50
42	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 3	10.00 CY	\$ 70.00	\$ 700.00
43	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 3	135.00 SY	\$ 109.00	\$ 14,715.00
44	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 3	135.00 SY	\$ 19.20	\$ 2,592.00
45	PAVEMENT MARKING REPAIR, ALT 3	1.00 LS	\$ 1,426.25	\$ 1,426.25
<b>Schedule A-2 Subtotal</b>				\$ <u>29,058.25</u>
<b>Summary of Bid Items</b>			<b>Bid Total</b>	\$ <u>434,263.80</u>

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\*Bid Tabulation\*\*\***

**Project Number** 2025056  
**Project Description** 2025 Arterial Pavement Repair

**Original Date** 3/2/2026 3:12:00 PM

<b>Project Number: 2025056</b>			<b>Engineer's Estimate</b>		BOYDS J&C CONSTRUCTION (Submitted)		LARIVIERE INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		POE ASPHALT PAVING INC (Submitted)	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
<i>Tax Classification</i>														
Sales tax shall be included in unit prices														
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$ 1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	1,000.00	1,000.00	3,993.50	\$3,993.50	1,766.11	\$1,766.11	515.00	\$515.00	1,000.00	\$1,000.00	1,400.00	\$1,400.00
3	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	16,430.40	\$16,430.40	7,653.17	\$7,653.17	2,900.00	\$2,900.00	12,000.00	\$12,000.00	62,700.00	\$62,700.00
4	MOBILIZATION, BASE	1 LS	29,000.00	29,000.00	10,839.50	\$10,839.50	66,882.60	\$66,882.60	71,974.86	\$71,974.86	50,000.00	\$50,000.00	31,500.00	\$31,500.00
5	PROJECT TEMPORARY TRAFFIC CONTROL, BASE	1 LS	60,000.00	60,000.00	9,356.20	\$9,356.20	7,653.17	\$7,653.17	43,925.00	\$43,925.00	92,500.00	\$92,500.00	166,250.00	\$166,250.00
6	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
7	SAWCUTTING FLEXIBLE PAVEMENT, BASE	31232 LFI	0.50	15,616.00	0.75	\$23,424.00	1.18	\$36,853.76	0.51	\$15,928.32	0.75	\$23,424.00	0.70	\$21,862.40
8	REMOVE AND DISPOSE OF TROLLEY RAILS, BASE	70 LF	15.00	1,050.00	6.55	\$458.50	57.52	\$4,026.40	115.00	\$8,050.00	85.00	\$5,950.00	138.00	\$9,660.00
9	REMOVE UNSUITABLE FOUNDATION MATERIAL, BASE	10 CY	50.00	500.00	54.05	\$540.50	30.25	\$302.50	114.00	\$1,140.00	82.00	\$820.00	250.00	\$2,500.00
10	REPLACE UNSUITABLE FOUNDATION MATERIAL, BASE	10 CY	50.00	500.00	70.50	\$705.00	65.60	\$656.00	114.00	\$1,140.00	167.00	\$1,670.00	250.00	\$2,500.00
11	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, BASE	1295 SY	75.00	97,125.00	95.45	\$123,607.75	115.39	\$149,430.05	127.00	\$164,465.00	115.00	\$148,925.00	300.00	\$388,500.00
12	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, BASE	366 SY	65.00	23,790.00	82.05	\$30,030.30	135.40	\$49,556.40	165.00	\$60,390.00	134.00	\$49,044.00	200.00	\$73,200.00
13	PAVEMENT REPAIR EXCAVATION INCL. HAUL, BASE	1661 SY	35.00	58,135.00	18.45	\$30,645.45	9.34	\$15,513.74	70.50	\$117,100.50	102.00	\$169,422.00	96.00	\$159,456.00
14	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE, BASE	1 EA	1,200.00	1,200.00	800.00	\$800.00	1,789.78	\$1,789.78	1,150.00	\$1,150.00	1,850.00	\$1,850.00	3,750.00	\$3,750.00
15	VALVE BOX AND COVER, BASE	1 EA	500.00	500.00	120.00	\$120.00	1,128.23	\$1,128.23	1,150.00	\$1,150.00	1,375.00	\$1,375.00	2,850.00	\$2,850.00
16	ESC LEAD	1 LS	1,000.00	1,000.00	16,430.40	\$16,430.40	588.71	\$588.71	2,750.00	\$2,750.00	350.00	\$350.00	3,500.00	\$3,500.00
17	INLET PROTECTION, BASE	31 EA	100.00	3,100.00	91.30	\$2,830.30	197.84	\$6,133.04	117.00	\$3,627.00	130.00	\$4,030.00	262.00	\$8,122.00
18	COMMUNICATION CONDUIT SYSTEM, BASE	1 LS	5,000.00	5,000.00	6,275.50	\$6,275.50	35,665.31	\$35,665.31	3,999.00	\$3,999.00	3,500.00	\$3,500.00	5,750.00	\$5,750.00
19	PAVEMENT MARKING REPAIR, BASE	1 LS	5,500.00	5,500.00	12,819.71	\$12,819.71	5,830.53	\$5,830.53	10,100.00	\$10,100.00	6,000.00	\$6,000.00	6,400.00	\$6,400.00
<b>Base Subtotal</b>				<b>\$318,017.00</b>		<b>\$294,308.01</b>		<b>\$396,430.50</b>		<b>\$515,305.70</b>		<b>\$576,861.00</b>		<b>\$954,901.40</b>

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\*Bid Tabulation\*\*\***

**Alt 1**

Sales tax shall be included in unit prices

20	MOBILIZATION - ALT 1	1 LS	7,000.00	7,000.00	6,275.50	\$6,275.50	28,387.59	\$28,387.59	12,160.00	\$12,160.00	20,000.00	\$20,000.00	3,150.00	\$3,150.00
21	PROJECT TEMPORARY TRAFFIC CONTROL - ALT 1	1 LS	20,000.00	20,000.00	1,711.50	\$1,711.50	7,653.17	\$7,653.17	8,260.00	\$8,260.00	22,000.00	\$22,000.00	31,075.00	\$31,075.00
22	SAWCUTTING FLEXIBLE PAVEMENT, ALT 1	7288 LFI	0.50	3,644.00	0.75	\$5,466.00	1.18	\$8,599.84	0.51	\$3,716.88	0.75	\$5,466.00	0.70	\$5,101.60
23	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 1	10 CY	50.00	500.00	57.05	\$570.50	4.54	\$45.40	115.00	\$1,150.00	82.00	\$820.00	250.00	\$2,500.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 1	10 CY	50.00	500.00	70.00	\$700.00	112.20	\$1,122.00	115.00	\$1,150.00	167.00	\$1,670.00	250.00	\$2,500.00
25	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 1	168 SY	75.00	12,600.00	108.90	\$18,295.20	111.27	\$18,693.36	129.00	\$21,672.00	212.00	\$35,616.00	330.00	\$55,440.00
26	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, ALT 1	272 SY	65.00	17,680.00	82.05	\$22,317.60	72.41	\$19,695.52	86.70	\$23,582.40	146.00	\$39,712.00	136.00	\$36,992.00
27	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 1	440 SY	35.00	15,400.00	19.20	\$8,448.00	30.51	\$13,424.40	57.50	\$25,300.00	104.00	\$45,760.00	178.00	\$78,320.00
28	INLET PROTECTION, ALT 1	8 EA	100.00	800.00	91.30	\$730.40	197.84	\$1,582.72	87.80	\$702.40	130.00	\$1,040.00	260.00	\$2,080.00
29	PAVEMENT MARKING REPAIR, ALT 1	1 LS	700.00	700.00	2,852.50	\$2,852.50	1,177.41	\$1,177.41	2,000.00	\$2,000.00	1,200.00	\$1,200.00	1,300.00	\$1,300.00
<b>Alt 1 Subtotal</b>				<b>\$78,824.00</b>		<b>\$67,367.20</b>		<b>\$100,381.41</b>		<b>\$99,693.68</b>		<b>\$173,284.00</b>		<b>\$218,458.60</b>

**Alt 2**

Sales tax shall be included in unit prices

30	MOBILIZATION - ALT 2	1 LS	5,000.00	5,000.00	6,275.50	\$6,275.50	23,870.25	\$23,870.25	7,600.00	\$7,600.00	10,000.00	\$10,000.00	2,500.00	\$2,500.00
31	PROJECT TEMPORARY TRAFFIC CONTROL - ALT 2	1 LS	15,000.00	15,000.00	1,711.50	\$1,711.50	7,653.17	\$7,653.17	6,900.00	\$6,900.00	10,300.00	\$10,300.00	19,850.00	\$19,850.00
32	SAWCUTTING FLEXIBLE PAVEMENT, ALT 2	5530 LFI	0.50	2,765.00	0.65	\$3,594.50	1.18	\$6,525.40	0.51	\$2,820.30	0.75	\$4,147.50	0.70	\$3,871.00
33	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 2	10 CY	50.00	500.00	50.00	\$500.00	4.54	\$45.40	115.00	\$1,150.00	82.00	\$820.00	250.00	\$2,500.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 2	10 CY	50.00	500.00	60.50	\$605.00	14.56	\$145.60	115.00	\$1,150.00	167.00	\$1,670.00	250.00	\$2,500.00
35	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 2	272 SY	75.00	20,400.00	95.42	\$25,954.24	72.41	\$19,695.52	124.50	\$33,864.00	206.00	\$56,032.00	211.00	\$57,392.00
36	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 2	272 SY	35.00	9,520.00	16.80	\$4,569.60	47.75	\$12,988.00	76.00	\$20,672.00	111.00	\$30,192.00	181.00	\$49,232.00
37	INLET PROTECTION, ALT 2	4 EA	100.00	400.00	80.00	\$320.00	197.84	\$791.36	125.00	\$500.00	150.00	\$600.00	260.00	\$1,040.00
<b>Alt 2 Subtotal</b>				<b>\$54,085.00</b>		<b>\$43,530.34</b>		<b>\$71,714.70</b>		<b>\$74,656.30</b>		<b>\$113,761.50</b>		<b>\$138,885.00</b>

**Alt 3**

Sales tax shall be included in unit prices

38	MOBILIZATION - ALT 3	1 LS	3,000.00	3,000.00	6,275.50	\$6,275.50	22,737.39	\$22,737.39	7,400.00	\$7,400.00	5,000.00	\$5,000.00	1,650.00	\$1,650.00
39	PROJECT TEMPORARY TRAFFIC CONTROL, ALT 3	1 LS	10,000.00	10,000.00	1,141.00	\$1,141.00	7,653.17	\$7,653.17	6,800.00	\$6,800.00	8,200.00	\$8,200.00	9,930.00	\$9,930.00
40	SAWCUTTING FLEXIBLE PAVEMENT, ALT 3	2184 LFI	0.50	1,092.00	0.75	\$1,638.00	1.18	\$2,577.12	0.51	\$1,113.84	0.75	\$1,638.00	0.70	\$1,528.80
41	REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 3	10 CY	50.00	500.00	57.05	\$570.50	4.54	\$45.40	115.00	\$1,150.00	82.00	\$820.00	250.00	\$2,500.00
42	REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 3	10 CY	50.00	500.00	70.00	\$700.00	14.56	\$145.60	115.00	\$1,150.00	167.00	\$1,670.00	250.00	\$2,500.00
43	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 3	135 SY	75.00	10,125.00	109.00	\$14,715.00	121.28	\$16,372.80	124.50	\$16,807.50	213.00	\$28,755.00	277.00	\$37,395.00
44	PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 3	135 SY	35.00	4,725.00	19.20	\$2,592.00	38.84	\$5,243.40	75.00	\$10,125.00	127.00	\$17,145.00	245.00	\$33,075.00
45	PAVEMENT MARKING REPAIR, ALT 3	1 LS	100.00	100.00	1,426.25	\$1,426.25	588.71	\$588.71	1,350.00	\$1,350.00	650.00	\$650.00	650.00	\$650.00
<b>Alt 3 Subtotal</b>				<b>\$30,042.00</b>		<b>\$29,058.25</b>		<b>\$55,363.59</b>		<b>\$45,896.34</b>		<b>\$63,878.00</b>		<b>\$89,228.80</b>
<b>Total</b>				<b>\$480,968.00</b>		<b>\$434,263.80</b>		<b>\$623,890.20</b>		<b>\$735,552.02</b>		<b>\$927,784.50</b>		<b>\$1,401,473.80</b>

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\*Bid Tabulation\*\*\***

**SCHEDULE SUMMARY**

	<i>Base</i>	<i>Alt 1</i>	<i>Alt 2</i>	<i>Alt 3</i>	<i>Total</i>
ENGINEER'S ESTIMATE	318,017.00	78,824.00	54,085.00	30,042.00	480,968.00
BOYDS J&C CONSTRUCTION (Submitted)	294,308.01	67,367.20	43,530.34	29,058.25	434,263.80
LARIVIERE INC (Submitted)	396,430.50	100,381.41	71,714.70	55,363.59	623,890.20
INLAND ASPHALT COMPANY (Submitted)	515,305.70	99,693.68	74,656.30	45,896.34	735,552.02
SHAMROCK PAVING INC (Submitted)	576,861.00	173,284.00	113,761.50	63,878.00	927,784.50
POE ASPHALT PAVING INC (Submitted)	954,901.40	218,458.60	138,885.00	89,228.80	1,401,473.80

**Low Bid Contractor: BOYDS J&C CONSTRUCTION**

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Base</i>	294,437.93	318,017.00	7% % Under Estimate
<i>Alt 1</i>	67,367.20	78,824.00	15% % Under Estimate
<i>Alt 2</i>	48,640.60	54,085.00	10% % Under Estimate
<i>Alt 3</i>	29,058.25	30,042.00	3% % Under Estimate
<b><i>Bid Totals</i></b>	439,503.98	480,968.00	9% % Under Estimate

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/27/2026

**Clerk's File #**

RES 2026-0022

**Cross Ref #****Project #****Council Meeting Date:** 03/30/2026**Submitting Dept**

SPOKANE AIRPORT BOARD

**Bid #****Contact Name/Phone**

ROB SCHULTZ 509.455.6448

**Requisition #****Contact E-Mail**

RSCHULTZ@SPOKANEAIRPORTS.NET

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

JOINT RESOLUTION AUTHORIZING THE AIRPORT BOARD TO PURCHASE

**Agenda Wording**

JOINT RESOLUTION AUTHORIZING THE AIRPORT BOARD TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0107 AND TO ACQUIRE A RIGHT OF FIRST REFUSAL ON PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0106.

**Summary (Background)**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane, and acquire a right of first refusal on Spokane County Assessor Tax Parcel 24063.0106, adjoining residential property located generally at 10612 W 59th Avenue, in the City of Spokane. 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.

**What impacts would the proposal have on historically excluded communities?**

Not applicable

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

Not applicable

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

Not applicable

**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 Spokane Airport Board reviewed and approved the property purchase on February 19, 2026. 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

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	WRIGHT, CHRISTOPHER
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	

**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
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24063.0107 AND ACQUIRE A	)	
RIGHT OF FIRST REFUSAL ON PROPERTY	)	
IDENTIFIED AS SPOKANE COUNTY	)	
ASSESSOR PARCEL 24063.0106	)	

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, on September 18, 2025, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59<sup>th</sup> Avenue, in the City of Spokane (“Property”), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of November 19, 2025 (“PSA”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to such recommendation by the Airport Board, the County adopted Spokane County Resolution No. 25-0658, on December 16, 2025, whereby the County authorized the purchase of the Property, on the terms and conditions then presented to the County; and

WHEREAS after such authorization by the County, a fuel spill was discovered on the Property that requires remediation; and

WHEREAS, further after such authorization by the County, it was discovered that the Property is encumbered by a Water Well Easement and Joint Water Use and Maintenance Agreement (“Well Easement”) wherein the Property is burdened by an easement for the benefit of the adjoining real property identified as Spokane County Assessor Tax Parcel 24063.0106, residential property located generally at 10612 W 59<sup>th</sup> Avenue, in the City of Spokane (“Adjoining Property”), for a well located on the southeast corner of the Property; and

WHEREAS, the PSA was amended by that First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of January 16, 2026, a copy of which is attached hereto

as Exhibit B and incorporated herein by this reference, in order to provide the Airport Board with more time investigate the Property; and

WHEREAS, the Airport Board has negotiated a reduction to the purchase price of the Property in consideration of the remediation of the fuel spill and whereby the Airport Board acquires the Property, and, in consideration of a conveyance to the owner of the Adjoining Property of the encumbered portion of the Property subject to the Well Easement and processing of a boundary line adjustment, the owner of the Adjoining Property will grant the Airport Board a right of first refusal to acquire the Adjoining Property under that certain Property Transfer Agreement effective as of February 19, 2026 and entered into by the Airport Board and the owner of the Adjoining Property (“Property Transfer Agreement”); and

WHEREAS, on February 19, 2026, the Airport Board recommended to the County and City the purchase of the Property, as described in that certain Second Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of February 19, 2026, a copy of which is attached hereto as Exhibit c and incorporated herein by this reference; and conveyance to the owner of the Adjoining Property of the encumbered portion of the Property subject to the Well Easement and processing of a boundary line adjustment, with acceptance of the right of first refusal for the Adjoining Property under the Property Transfer Agreement, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference;

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 purchase the Property, on the terms and conditions set forth in Exhibit A, Exhibit B, and Exhibit C;
2. That the Airport Board is authorized to enter into and carry out the terms of the Property Transfer Agreement, on the terms and conditions set forth in Exhibit D; and
3. That the Chief Executive Officer of the Airport Board, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the Property Transfer Agreement.
4. Any and all resolutions or ordinances previously adopted or approved by the County regarding the acquisition of the Property, including but not limited to Spokane County Resolution No. 25-0658, on December 16, 2025, , are hereby repealed and of no effect.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

Approved as to form:

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

*[signature page follows]*

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
MARY L. BROOKS, CHAIR

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

**EXHIBIT A**

**REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF NOVEMBER 19, 2025,  
BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON**

Exhibit "A"

**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife (“Seller”), 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, and/or its assigns (“Buyer”), and SPOKANE COUNTY TITLE COMPANY (“Escrow Agent” or “Title Company”).

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

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 10614 W. 59<sup>th</sup> Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A (“Real Property”);

B. Any and all rights and easements appurtenant to the Real Property;

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

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. 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.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the “Effective Date”), Buyer shall deliver to Escrow Agent the sum of Dollars (\$5,000.00) in Current Funds (as defined in Section 3, below) as earnest money (“Earnest Money”) to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. 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. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term “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, Washington are closed.

3. Purchase Price. The purchase price (“Purchase Price”) for the Property will be Four Hundred Sixty Five Thousand Dollars (\$465,000.00). At Closing (as defined in Section 6.1, below), the

Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

4.3 Entry on Property. Up to and through the Investigation Period, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement. In conducting any inspections, investigations or tests of the Property, or if Buyer is not directly entering the Property, its agents and representatives shall (a) provide Seller with a certificate of insurance evidencing that Buyer and its applicable agent and representatives have in place comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000)

combined single limit for personal injury and property damage per occurrence naming Seller as an additional insured, (b) not unreasonably disturb any residents on the Property, and (c) not unreasonably interfere with the operation and maintenance of the Property.

4.4 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 any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either, by written notice to Seller within five (5) Business Days after Seller's election or deemed election under option (ii) above: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to timely deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have seven (7) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions; provided, however, such right shall not apply to any Amended Report issued as a result of Buyer's activities. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing,

whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may, within five (5) Business Days, 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 additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." 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 Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property not arising from Buyer ("Mandatory Removal Matters"). If Buyer does not provide written acceptance of a Mandatory Removal Matter to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged statutory warranty deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation 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 and absolute 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 matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation 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 Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of

Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, 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:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

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

5.5 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement not arising from Buyer's conduct;

5.6 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.7 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.8 There has been no spill of Hazardous Substances (as defined in Section 7.11, below) on the Property that occurred after the expiration of the Investigation Period not arising from Buyer's conduct; and

5.9 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing and Buyer will reasonably cooperate with Seller's efforts to obtain a refund. 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, and other charges of a similar nature, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) 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 (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible for a period of up to one hundred twenty (120) days following Closing. 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.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

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

(3) All original Permits, to the extent assignable.

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

(5) A counterpart original of the Closing Statement.

(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 reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

(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 the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

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

(2) Record the Deed.

- (3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.
- (4) Issue and deliver the Title Policy to Buyer.
- (5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual or constructive knowledge of Seller without any requirement of due inquiry.

7.1 Binding Agreements/Authority/Conflicts. 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, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and to Seller's knowledge, no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions and those caused to be present by a party other than Seller which are otherwise unknown to Seller.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller's knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

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.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof 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) asbestos in any form;

(C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term “Mold” means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller’s creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller’s assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller’s assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Seller is not a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller knows of no other party who is more knowledgeable than Seller with respect to all matters concerning the Property.

## 8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer’s written approval, which may be granted or withheld in Buyer’s sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

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

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 AS IS. Except for the representations and warranties of Seller set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement; (i) Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller and Seller 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; (ii) Buyer acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or test it sees fit to perform and that Seller has specifically bargained for Buyer to assume the risk of all unknown conditions as a material part of the consideration for this Agreement; (iii) no independent investigation or verification has or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this Agreement and other statements set forth in in this Section are an integral part of this Agreement and that Seller would not agree to sell the Property to Buyer for the Purchase Price without the disclaimers, agreements and other statements set forth in this Section. This Section shall survive the Closing or earlier termination of this Agreement and shall not merge into the Deed.

9.2 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

9.3 Binding Agreements/Authority/Conflicts. Subject to Section 5.4, this Agreement and all exhibits and documents to be delivered by Buyer pursuant to this Agreement have been duly executed and delivered by Buyer and constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms. Subject to Section 5.4, Buyer has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the

transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Buyer is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. 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.

Seller's Initials: 

Buyer's Initials: 

12. Default by Seller; Remedies. If Seller is in default of this Agreement, Buyer may, at its election (i) terminate this Agreement and obtain a prompt refund of the Earnest Money; (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Seller is represented by Chris Bell of NAI Black ("**Seller's Broker**") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Broker at Closing. Buyer has not utilized the services of a broker. Except for Seller's Broker identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any 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 will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

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

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:	Spokane Airport c/o Airport Board Attn: David Haring 9000 West Airport Drive, Suite 204 Spokane, Washington 99224 Email: dharing@spokaneairports.net
with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	John Tillison & Tammilee Tillison 1545 Gulf Shores Parkway #338 Gulf Shores, AL 36542 Email: tammileetips2@hotmail.com

with a copy to: Lukins & Annis, P.S.  
Attn: Joe A. Romberg  
717 West Sprague Avenue, Suite 1600  
Spokane, Washington 99201  
Email: jromberg@lukins.com

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

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 shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. 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 parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall 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.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. 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., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The 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, or the applicability of any such provision to a specific situation, 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 modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable 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 a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

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

14.12 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.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 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 party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

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

Signed by:  
By David Haring  
Name: David Haring  
Its: Chief Executive Officer  
Date: 11/19/2025

SELLER:

Signed by:  
John Tillison  
JOHN TILLISON

Date: 11/17/2025

DocuSigned by:  
TAMMILEE TILLISON  
TAMMILEE TILLISON

Date: 11/17/2025

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of \_\_\_\_\_, 2025. Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: \_\_\_\_\_  
Name: Keith Newell  
Title: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

**Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.**

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

EXHIBIT B  
STATUTORY WARRANTY DEED

Filed for Record at Request of and  
copy returned to:

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

Abbreviated Legal Description: [•]  
Assessor's Parcel Number: 24063.0107

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**STATUTORY WARRANTY DEED**

The Grantor, JOHN TILLISON and TAMMILEE TILLISON, husband and wife, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and warrants to the 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, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

DATED this \_\_\_\_ day of \_\_\_\_\_, 202 \_\_\_\_.

Exhibit – Do Not Execute  
\_\_\_\_\_  
JOHN TILLISON

Exhibit – Do Not Execute  
\_\_\_\_\_  
TAMMILEE TILLISON

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before \_\_\_\_\_ me,  
\_\_\_\_\_, personally appeared JOHN TILLISON, who  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same as his free and voluntary act for the uses and  
purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before \_\_\_\_\_ me,  
\_\_\_\_\_, personally appeared TAMMILEE TILLISON,  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument and acknowledged to me that she executed the same as her free and voluntary act for the  
uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]

Exhibit A  
To Statutory Warranty Deed  
Legal Description

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

Exhibit B  
To Statutory Warranty Deed  
Permitted Exceptions

[To be inserted prior to closing]

**EXHIBIT B**

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

**DATED AS OF JANUARY 16, 2026,**

**BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON**

Exhibit "B"

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

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("First Amendment") is made to be effective as of January 16, 2026 ("First Amendment Date"), by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife ("Seller") and 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, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective November 19, 2025 ("Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

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

1. Amendment to the Agreement. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

"4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, on February 19, 2026, or upon earlier termination of this Agreement."

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. Except as provided in Section 1 of this First Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This First Amendment 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.

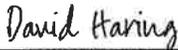
[Signature page follows.]

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

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this First Amendment to be effective as of the First Amendment Date.

BUYER:

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

Signed by:  
  
By: \_\_\_\_\_  
Name: David Haring  
Its: Chief Executive Officer

SELLER:

Signed by:  
  
\_\_\_\_\_  
BE230F507F2C401  
JOHN TILLISON

DocuSigned by:  
  
\_\_\_\_\_  
2BF636BD23994A0  
TAMMILEE TILLISON

**EXHIBIT C**

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

**DATED AS OF FEBRUARY 19, 2026,**

**BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON**

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

This SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Second Amendment") is made to be effective as of February 19, 2026 ("Second Amendment Date"), by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife ("Seller") and 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, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective November 19, 2025, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions dated effective January 16, 2026 (collectively, the "Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this Second Amendment.

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

1. Notice to Proceed. Anything in the Agreement to the contrary notwithstanding, by the execution of this Second Amendment, Buyer will be deemed to have delivered its Approval Notice and waived its right to terminate the Agreement as set forth in Section 4.7 of the Agreement. This Second Amendment serves as written notice that confirms Buyer's election to proceed with the consummation of the transactions contemplated by the Agreement in accordance with its terms, as amended by this Second Amendment.

2. Purchase Price Credit. Any provision of the Agreement to the contrary notwithstanding, in consideration of certain costs to be incurred by Buyer after Closing in connection with remediating fuel or oil on the Property as identified by that Phase 1 Environmental Site Assessment dated November 18, 2025, at Closing Buyer will receive a credit against the Purchase Price equal to Five Thousand Dollars (\$5,000.00), such that the Purchase Price for the Property shall be Four Hundred Sixty Thousand Dollars (\$460,000.00).

3. Amendment to the Agreement. Section 6.1 of the Agreement is hereby deleted and replaced with the following:

"6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on April 21, 2026 ("Closing Date") or upon such earlier date as the parties mutually agree."

4. Miscellaneous. All of the recitals in this Second Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this Second Amendment and the Agreement, this Second Amendment will control. Except as provided in Section 2 and Section 3 of this Second Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This Second Amendment 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.

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

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Second Amendment to be effective as of the Second Amendment Date.

BUYER:

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

Signed by:  
*David Haring*  
By: \_\_\_\_\_  
Name: David Haring  
Its: Chief Executive Officer

SELLER:

Signed by:  
*John Tillison*  
\_\_\_\_\_  
JOHN TILLISON

DocuSigned by:  
*TAMMILEE TILLISON*  
\_\_\_\_\_  
TAMMILEE TILLISON

**EXHIBIT D**

PROPERTY TRANSFER AGREEMENT,  
DATED AS OF FEBRUARY 19, 2026,  
BY AND BETWEEN SPOKANE AIRPORT AND JACOB BROWN AND BRIDGET FAUTH

## PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT ("Agreement") is made as of February 19, 2026 ("Effective Date"), by and between 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, and/or its assigns ("Spokane Airport") and JACOB BROWN and BRIDGET FAUTH, a married couple (collectively, "Brown"). Spokane Airport and Brown are referred to individually as a "Party" and collectively as the "Parties."

A. Spokane Airport is a party to that *Purchase and Sale Agreement* dated November 19, 2025, with John Tillison and Tammilee Tillison, husband and wife, as seller (collectively, "Tillison"), wherein Spokane Airport is purchasing the real property generally located at 10614 W. 59<sup>th</sup> Avenue, in Spokane County, Washington 99224 that is currently owned by Tillison and legally described on the attached Exhibit A (the "Tillison Property").

B. Brown owns certain real property and improvements generally located at 10612 W. 59<sup>th</sup> Avenue, in Spokane County, Washington 99224 and legally described on the attached Exhibit A (the "Brown Property").

C. The Tillison Property and Brown Property are encumbered by that *Water Well Easement and Joint Water Use and Maintenance Agreement* recorded on March 26, 2025 (the "Water Well Easement") wherein the Tillison Property is burdened by an easement for the benefit of the Brown Property for a well located on the southeast corner of the Tillison Property that consists of approximately 780 square feet of the Tillison Property, as further described on Exhibit A attached to the Water Well Easement (the "Waterline Easement Area").

D. Spokane Airport desires to exchange and convey the Waterline Easement Area to Brown and Brown desires to accept the Waterline Easement Area in exchange for entering into a right of first refusal agreement for Spokane Airport to purchase the Brown Property, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Spokane Airport and Brown agree as follows:

1. Transfer of Property. In order to transfer the Waterline Easement Area to Brown, Spokane Airport will, at Spokane Airport's sole cost and expense, prepare and submit for a boundary line adjustment to modify the boundaries of the Tillison Property and the Brown Property such that the Waterline Easement Area will become part of the Brown Property. At such time as Spokane Airport notifies Brown in writing that the boundary line adjustment has been completed, the Parties will proceed to the Closing Date (as defined below). In accordance with Section 2.2 of this Agreement, Spokane Airport shall cause to be recorded in the Spokane County Auditor's Office a quit claim deed in substantially the form attached hereto as Exhibit B (the "Deed").

2. Closing.

2.1 Closing Date. "Closing" shall be deemed to have occurred upon all documents required to be delivered at Closing having been duly executed and delivered by the Parties to

Spokane Airport. The "Closing Date" shall mean the date on which the Deed is recorded in the Official Records of the County Recorder of Spokane County, Washington.

2.2 Spokane Airport Deliveries at Closing. On or before the Closing Date, Spokane Airport shall execute, or cause to be executed, the following documents:

(a) Deed. A Deed in the form attached hereto as Exhibit B.

(b) REETA. A counterpart original of the real estate excise tax affidavit ("REETA").

(c) ROFR. A counterpart original of the right of first refusal agreement ("ROFR") in the form attached hereto as Exhibit C.

(d) Easement Termination. A counterpart original of the easement termination agreement ("Easement Termination Agreement") in the form attached hereto as Exhibit D.

(e) Other. Any other documents as are required under the terms of this Agreement, to effectuate the boundary line adjustment, or by Spokane Airport.

2.3 Brown's Deliveries at Closing. On or before the Closing Date, Brown shall execute and deliver, or cause to be executed and delivered, the following documents to Spokane Airport:

(a) REETA. A counterpart original of the REETA.

(b) ROFR. A counterpart original of the ROFR.

(c) Easement Termination. A counterpart original of the Easement Termination Agreement.

(d) Other. Any other documents as are required under the terms of this Agreement, to effectuate the boundary line adjustment, or by Spokane Airport.

2.4 Recording Costs. Spokane Airport shall pay the cost of recording the Deed, the ROFR, and the Easement Termination Agreement.

2.5 Excise Tax. All excise tax due on the Waterline Easement Area shall be paid by Spokane Airport.

2.6 Payment of Real Property Taxes. To the extent required to effectuate the boundary line adjustment, each Party shall pay all taxes, assessments, and other charges that are or may be hereafter levied or assessed upon or against the Tillison Property or Brown Property, with Spokane Airport responsible for the Tillison Property and Brown responsible for the Brown Property.

3. Post Closing Covenant for Temporary Construction Easement. After the Closing Date and in order to effectuate Brown's operation of the water well located within the Waterline Easement Area, Spokane Airport shall relocate any utility lines on the Tillison Property to the Brown Property, at Spokane Airport's cost and expense. Brown hereby grants Spokane Airport, its agents, successors, assigns, employees and contractors, a temporary non-exclusive easement ("Construction Easement") over and across the Brown Property in order for Spokane Airport to complete the relocation of the utility lines, together with a right of reasonable access across the Brown Property for the purpose of accessing such

construction areas. The term of the Construction Easement shall commence on the Closing Date and expire on the date on which the relocation of the utility lines is completed. The provisions of this Section will survive Closing.

4. “As Is” Conveyance; Release & Waiver; Acknowledgement.

4.1 “As Is” Conveyance.

(A) Acknowledging the prior use of the Tillison Property and Brown’s rights to access and inspect the Waterline Easement Area as provided in the Water Well Easement, Brown agrees to accept the Waterline Easement Area “as is”, “where is”, with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Waterline Easement Area (“Disclosures”) provided or made available to Brown, its agents or constituents by Spokane Airport, Spokane Airport’s agents, employees or third parties representing or purporting to represent Spokane Airport, shall not be representations or warranties. In accepting the Waterline Easement Area or taking other action hereunder, Brown has not and shall not rely on any such Disclosures, but rather, Brown shall rely only on Brown’s own inspection of the Tillison Property. Brown acknowledges that the Waterline Easement Area is being conveyed “As Is”.

(B) Brown acknowledges and agrees that Spokane Airport 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 Waterline Easement Area including, without limitation, (a) the nature, quality or physical condition of the Waterline Easement Area, (b) the water (including the quality of water to be drawn from the well), soil and geology of the Waterline Easement Area, (c) the suitability of the Waterline Easement Area for any and all activities and uses which Brown may conduct thereon, (d) the compliance of or by the Waterline Easement Area 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 Waterline Easement Area for a particular purpose, (f) the marketability of the Waterline Easement Area, (g) deficiency of any drainage on the Waterline Easement Area, (h) the fact that all or a portion of the Waterline Easement Area may be located on or near an earthquake fault line, and (i) 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 defined below. Brown further acknowledges and agrees that Spokane Airport, unless otherwise required by law, is under no duty to make any affirmative Disclosures regarding any matter which may be known to Spokane Airport.

Spokane Airport’s Initials: Initial  
DA Brown’s Initials: \_\_\_\_\_; \_\_\_\_\_

4.2 Release. Effective as of the Closing Date, Brown for himself and herself, respectively, and their respective heirs, beneficiaries, agents, successors, personal representatives and assigns (collectively, the “Buyer Affiliated Parties”) waives their right to recover from, and forever releases and discharges, Spokane Airport 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

Spokane Airport's Initials: \_\_\_\_\_

Brown's Initials: JB ; BF

Release

Effective as of the Closing Date, Brown for himself and herself, respectively, and their respective heirs, beneficiaries, agents, successors, personal representatives and assigns (collectively, the "Buyer Affiliated Parties") waives their right to recover from, and forever releases and discharges, Spokane Airport 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 Waterline Easement Area, including, without limitation, all seismic elements; the condition, valuation, or utility of the Waterline Easement Area; title and survey matters with respect to the Waterline Easement Area; and the environmental condition of the Waterline Easement Area and the presence of any Hazardous Substance on, under or about the Waterline Easement Area; and (ii) any law or regulation applicable to the Waterline Easement Area, including, without limitation, any Environmental Laws and any other federal, state or local law. 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: (1) 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; (2) 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); (3) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (4) 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. Anything in this Section 4 to the contrary notwithstanding, the release contained in this Section 4.2 applies to any Claims with respect to any groundwater contamination beneath the Waterline Easement Area from perfluorinated chemicals, Perfluorooctanoic Acid (PFOA), or Perfluorooctane Sulfonic Acid (PFOS). 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.

In connection herewith and to the extent permitted by law, Brown hereby agrees, realizes and acknowledges that factual matters now unknown to Brown 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 Brown 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 Waterline Easement Area, and that the waivers and releases herein have been negotiated and agreed upon in light of that

condition of the Waterline Easement Area, including, without limitation, all seismic elements; the condition, valuation, or utility of the Waterline Easement Area; title and survey matters with respect to the Waterline Easement Area; and the environmental condition of the Waterline Easement Area and the presence of any Hazardous Substance on, under or about the Waterline Easement Area; and (ii) any law or regulation applicable to the Waterline Easement Area, including, without limitation, any Environmental Laws and any other federal, state or local law. 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: (1) 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; (2) 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); (3) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (4) 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. Anything in this Section 4 to the contrary notwithstanding, the release contained in this Section 4.2 applies to any Claims with respect to any groundwater contamination beneath the Waterline Easement Area from perfluorinated chemicals, Perfluorooctanoic Acid (PFOA), or Perfluorooctane Sulfonic Acid (PFOS). 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.

In connection herewith and to the extent permitted by law, Brown hereby agrees, realizes and acknowledges that factual matters now unknown to Brown 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 Brown 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 Waterline Easement Area, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Brown nevertheless hereby intends to release, discharge and acquit Spokane Airport 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. Brown 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 Waterline Easement Area 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.

5. 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.

6. No Waiver. Failure to enforce any provision, restriction, covenant, remedy, or condition in this Agreement will not operate as a waiver of any such provision, restriction, covenant, remedy, or condition or of any other provisions, restrictions, covenants, remedies, or conditions.

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

8. Further Assurances. The Parties shall execute and deliver all additional papers, documents and other assurances, and shall do such acts and things reasonably necessary, in connection with the performance of their obligations hereunder to carry out the intent of this Agreement.

9. Consent to Modification. This Agreement and any provision, covenant, or license contained herein may be extended, modified, or amended only with the written consent of the parties.

10. Recordation. Neither Party shall record this Agreement, or a memorandum or so-called "short form" of this Agreement, without the prior written consent of the other.

11. Attorneys' Fees. If any action is brought by either Party against the other in connection with or arising out of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

12. Remedies. In addition to being entitled to exercise all rights provided herein and granted by law, including recovery of damages, each Party shall be entitled to specific performance of the rights under this Agreement. Both Parties agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

13. Miscellaneous. The recitals above are hereby incorporated by reference in this Agreement as though fully set forth in this Agreement. This Agreement will be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in Spokane County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the Effective Date.

SPOKANE AIRPORT:

BROWN:

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

\_\_\_\_\_  
JACOB BROWN

Signed by:  
By: David Haring  
Name: David Haring  
Its: Chief Executive Officer

\_\_\_\_\_  
BRIDGET FAUTH

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the Effective Date.

SPOKANE AIRPORT:

BROWN:

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

  
\_\_\_\_\_  
JACOB BROWN

By: \_\_\_\_\_  
Name: David Haring  
Its: Chief Executive Officer

  
\_\_\_\_\_  
BRIDGET FAUTH

**EXHIBIT A**  
**LEGAL DESCRIPTION OF**  
**TILLISON PROPERTY**  
**AND**  
**BROWN PROPERTY**

TILLISON PROPERTY:

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

BROWN PROPERTY:

The East 50 feet of the South 100 feet of Tract 32, Garden Acres Addition, according to the plat thereof, recorded in Volume "E" of Plats, Page 86, records of Spokane County;

Situate in the County of Spokane, State of Washington.

APN: 24063.0106

Address: 10612 W. 59<sup>th</sup> Avenue, Spokane, Spokane County, Washington 99224

**EXHIBIT B**  
**QUIT CLAIM DEED**

Record and return to:

SPOKANE AIRPORT  
c/o Airport Board  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Attn: Amy Anderson

Document Title:	Quitclaim Deed
Grantors:	Spokane Airport Board
Grantee:	Jacob Brown and Bridget Fauth, a married couple
Abbreviated Legal Description:	[*]
Assessor's Parcel Number:	Ptns of 24063.0107

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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 JACOB BROWN and BRIDGET FAUTH, a married couple, all of Grantor's interest in the following described real estate: SEE EXHIBIT "A."

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 2026.

*[signature page and acknowledgments follow]*



EXHIBIT "A"  
LEGAL DESCRIPTION

[to be inserted]

**EXHIBIT C**  
**RIGHT OF FIRST REFUSAL AGREEMENT**

Record and return to:

SPOKANE AIRPORT  
c/o Airport Board  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Attn: Amy Anderson

Document Title:	Right of First Refusal Agreement
Grantors:	Jacob Brown and Bridget Fauth, a married couple
Grantee:	Spokane Airport Board
Abbreviated Legal Description:	Ptn Tract 32, Garden Acres Add
Assessor's Parcel No.:	24063.0106

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

THIS RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") by and between JACOB BROWN and BRIDGET FAUTH, a married couple, and their respective heirs, beneficiaries, successors, personal representatives and assigns (collectively, "Grantor"), and 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 ("Grantee").

WHEREAS, Grantor is the owner of fee simple interest in the real property generally located at 10612 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on the attached Exhibit A to this Agreement ("Property").

WHEREAS, Grantor and Grantee entered into that *Property Transfer Agreement* dated effective [\*] ("PTA"), wherein Grantee exchanged and conveyed a portion of the Property to Grantor.

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

NOW, THEREFORE, in consideration of the transfer of the Property to Grantor by Grantee under the PTA and of the mutual promises, covenants and provisions set forth in this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by each of Grantor and Grantee, the Parties hereby acknowledge and agree as follows:

1. Right of First Refusal. Beginning on the Effective Date and continuing until Grantor transfers the Property pursuant to a Bona Fide Offer in accordance with this Agreement (the "ROFR Term"), Grantor hereby grants to Grantee the right of first refusal to purchase all or any portion of the Property if Grantor receives a Bona Fide Offer, as defined below in Section 2, to purchase or transfer all or any portion of the Property (the "Right of First Refusal") on the terms and conditions set forth herein.

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

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

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

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

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



If to Grantee:                   Spokane International Airport  
                                          c/o Airport Board  
                                          9000 West Airport Drive, Suite 204  
                                          Spokane, WA 99224  
                                          Attn: David Haring  
                                          Email: dharing@spokaneairports.net

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

6.     Miscellaneous Provisions.

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

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

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

d.     Assignments and Successors. Grantee may not assign or transfer all or any portion of its rights and obligations obtained by or through this Agreement. Because the rights and obligations of Grantor under this Agreement encumber and “run with” the Property, Grantor may not assign or transfer rights obtained by or through this Agreement independent of a transfer of the Property. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns, if any, and all transferees of the Property during the ROFR Term. For the avoidance of doubt, the ROFR Term shall expire and this Agreement will be of no further force and effect if Grantor transfers the Property for value pursuant to a Bona Fide Offer in accordance with this Agreement.

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

f.     Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, and this Agreement will be enforced in all respects as if the invalid or unenforceable provisions were omitted, subject to the following provision. If any particular provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unreasonable, unlawful, or otherwise unenforceable, such provision will be modified to the

extent necessary for such provision to be legally enforceable to the fullest extent permitted by applicable law.

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

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

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

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

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

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

*[signature pages and acknowledgments follow]*

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

GRANTOR:

Exhibit – Do Not Execute  
JACOB BROWN

Exhibit – Do Not Execute  
BRIDGET FAUTH

STATE OF WASHINGTON )  
: ss  
County of \_\_\_\_\_ )

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by Jacob Brown.

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

\_\_\_\_\_  
Notary Public (Signature)  
\_\_\_\_\_  
(Print Name)

(Seal or Stamp)

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

STATE OF WASHINGTON )  
: ss  
County of \_\_\_\_\_ )

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by Bridget Fauth.

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

\_\_\_\_\_  
Notary Public (Signature)  
\_\_\_\_\_  
(Print Name)

(Seal or Stamp)

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

GRANTEE:

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

By: Exhibit – Do Not Execute  
Name: David Haring  
Its: Chief Executive Officer

STATE OF WASHINGTON )  
 ) : SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared David Haring, 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)

(Seal or Stamp)

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

EXHIBIT A  
LEGAL DESCRIPTION

[to be inserted]

**EXHIBIT D  
EASEMENT TERMINATION AGREEMENT**

Record and return to:

SPOKANE AIRPORT  
c/o Airport Board  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Attn: Amy Anderson

Document:	Easement Termination Agreement
Reference No. of Related Document:	7406299
Abbreviated Legal Description:	GARDEN ACRES ADD BLK 32 EXC E 50FT OF S100FT; and GARDEN ACRES ADD E50FT OF S100FT OF BLK 32
Assessor's Parcel Numbers:	24063.0107; and 24063.0106

---

**EASEMENT TERMINATION AGREEMENT**

This EASEMENT TERMINATION AGREEMENT ("Agreement") is made to be effective as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between JACOB BROWN and BRIDGET FAUTH, a married couple (collectively, "Brown"), and 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 ("Spokane Airport"). Brown and Spokane Airport may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Brown is the fee owner of that certain real property generally located at 10612 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on Schedule 1 (the "Brown Property"). Spokane Airport is the fee owner of the adjacent real property to the west of the Brown Property and generally located at 10614 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on Schedule 2 (the "Spokane Airport Property" and together with the Brown Property, the "Burdened Properties");

WHEREAS, The Burdened Properties are subject to that *Water Well Easement and Joint Water Use and Maintenance Agreement* recorded on March 26, 2025 under Recording No. 7408763 of Official Records in the Spokane County Recorder's Office ("Easement Agreement");

WHEREAS, Brown and Spokane Airport desire to execute and record this Agreement to terminate the Easement Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby incorporate the above recitals as if fully restated herein.

2. Release of Easement Agreement. Spokane Airport and Brown hereby agree to terminate, extinguish, and release any rights, duties or obligations set forth in the Easement Agreement upon the Effective Date. All restrictions, rights, obligations, and interests created by the recordation of the Easement Agreement against the Burdened Properties shall be released upon the Effective Date in their entirety and in all respects, and Spokane Airport, Brown, and any subsequent owner of the Burdened Properties shall have no continuing restrictions, rights, or obligations whatsoever with respect thereto from and after the recording of this Agreement, including, without limitation, any surviving obligations under the Easement Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original, and such counterparts together will constitute one instrument.

*[Signature Pages Follow]*





**SCHEDULE 1**

**LEGAL DESCRIPTION OF BROWN PROPERTY**

[to be inserted]

APN: 24063.0106

Address: 10612 W. 59<sup>th</sup> Avenue, Spokane, Spokane County, Washington 99224

**SCHEDULE 2**

**LEGAL DESCRIPTION OF SPOKANE AIRPORT PROPERTY**

[to be inserted]

APN: 24063.0107

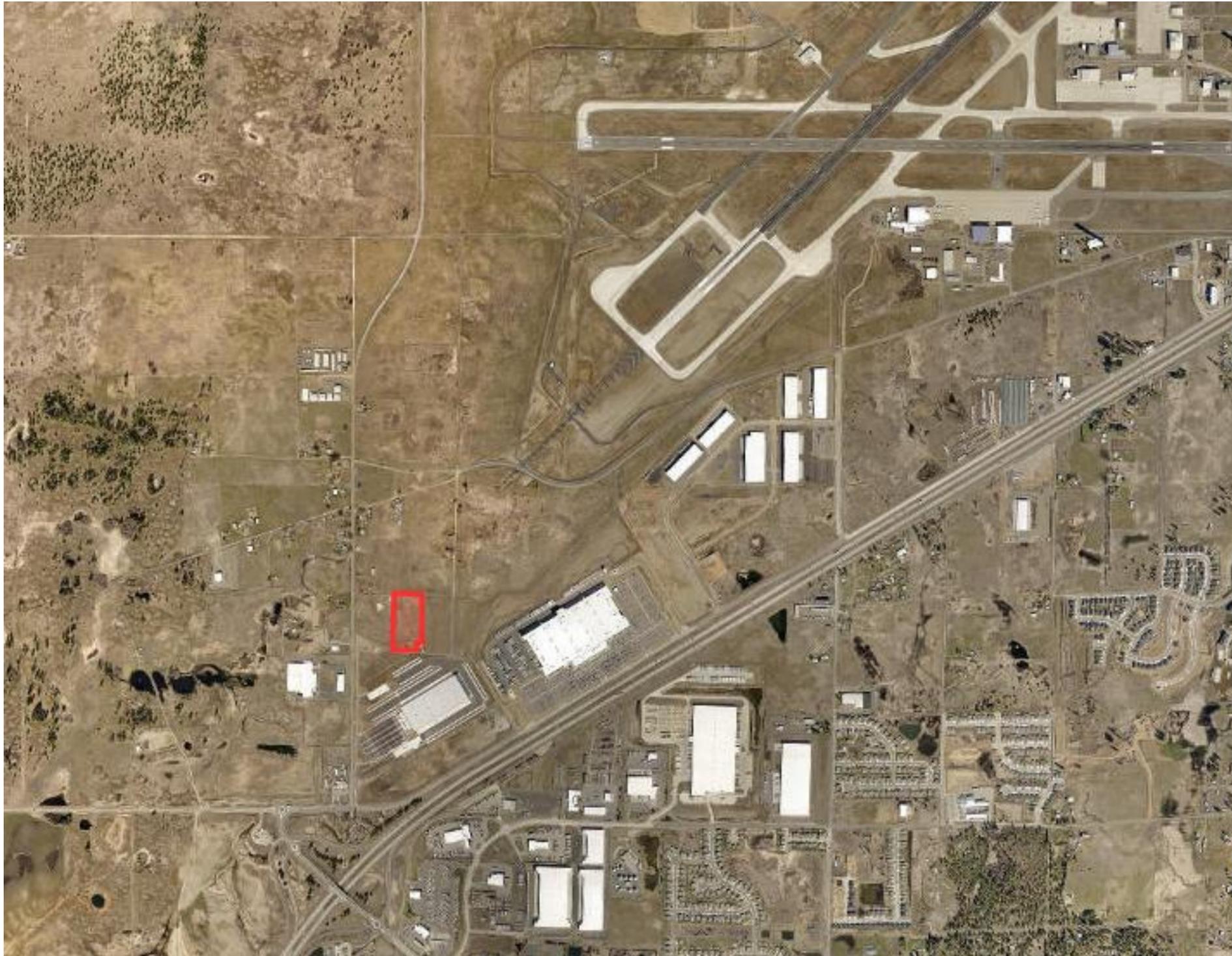
Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224



# Tillison Land Acquisition Presentation

March 2026

# Proposed Land Acquisition

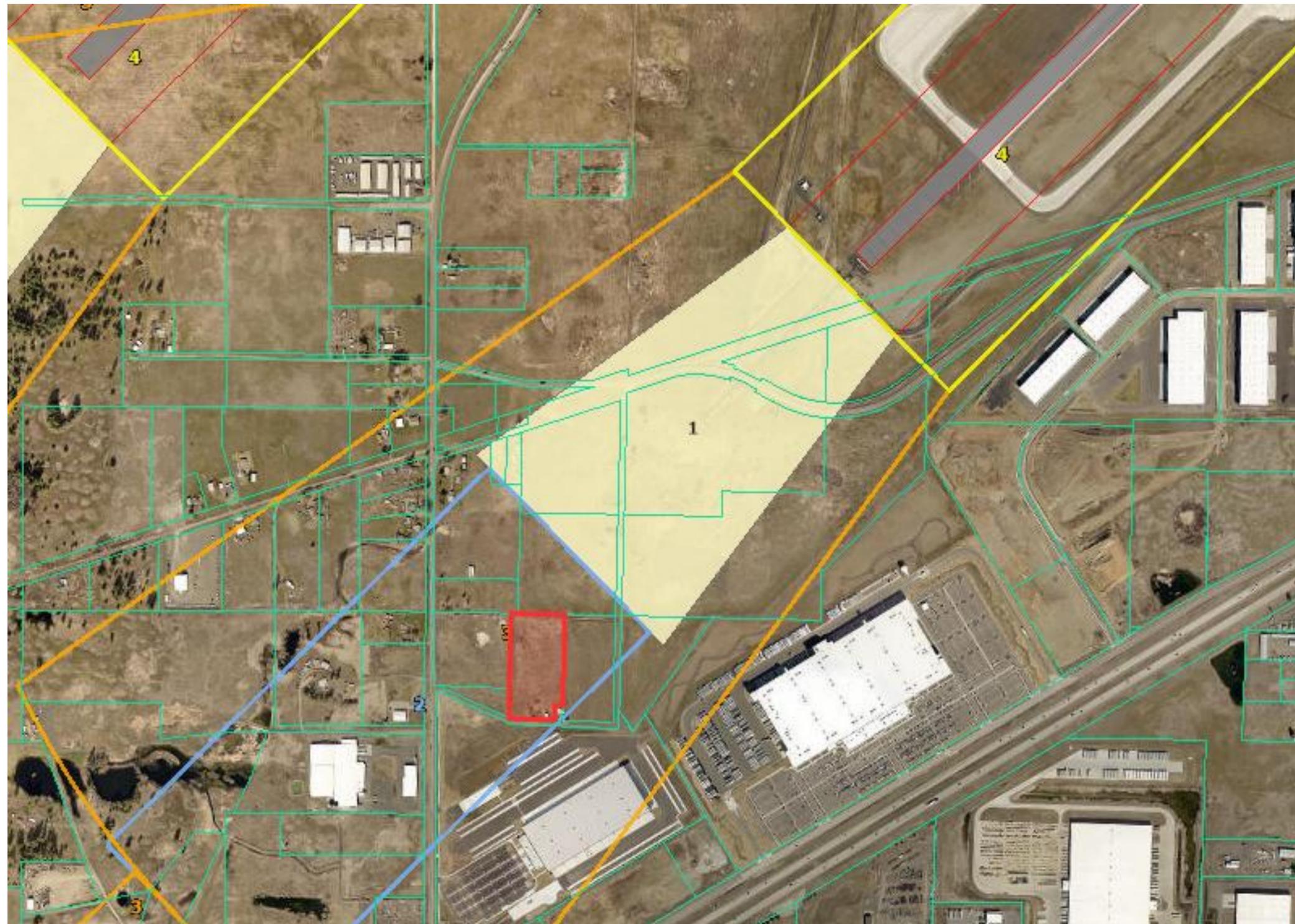


- Located at 10614 West 59<sup>th</sup> Ave., Spokane, WA 99224 in unincorporated Spokane County
- One non-inhabitable structure (former garage) on the site will be demolished.
- 5.39-acre rectangular-shaped parcel
- Fair Market Value Determined by MAI Appraisal: 460,000 (\$1.96 Per Square Foot)
- Situated in ACZ-2 and within the 65 dB Ultimate DNL

# Tillison Property – 10614 W. 59<sup>th</sup> Avenue

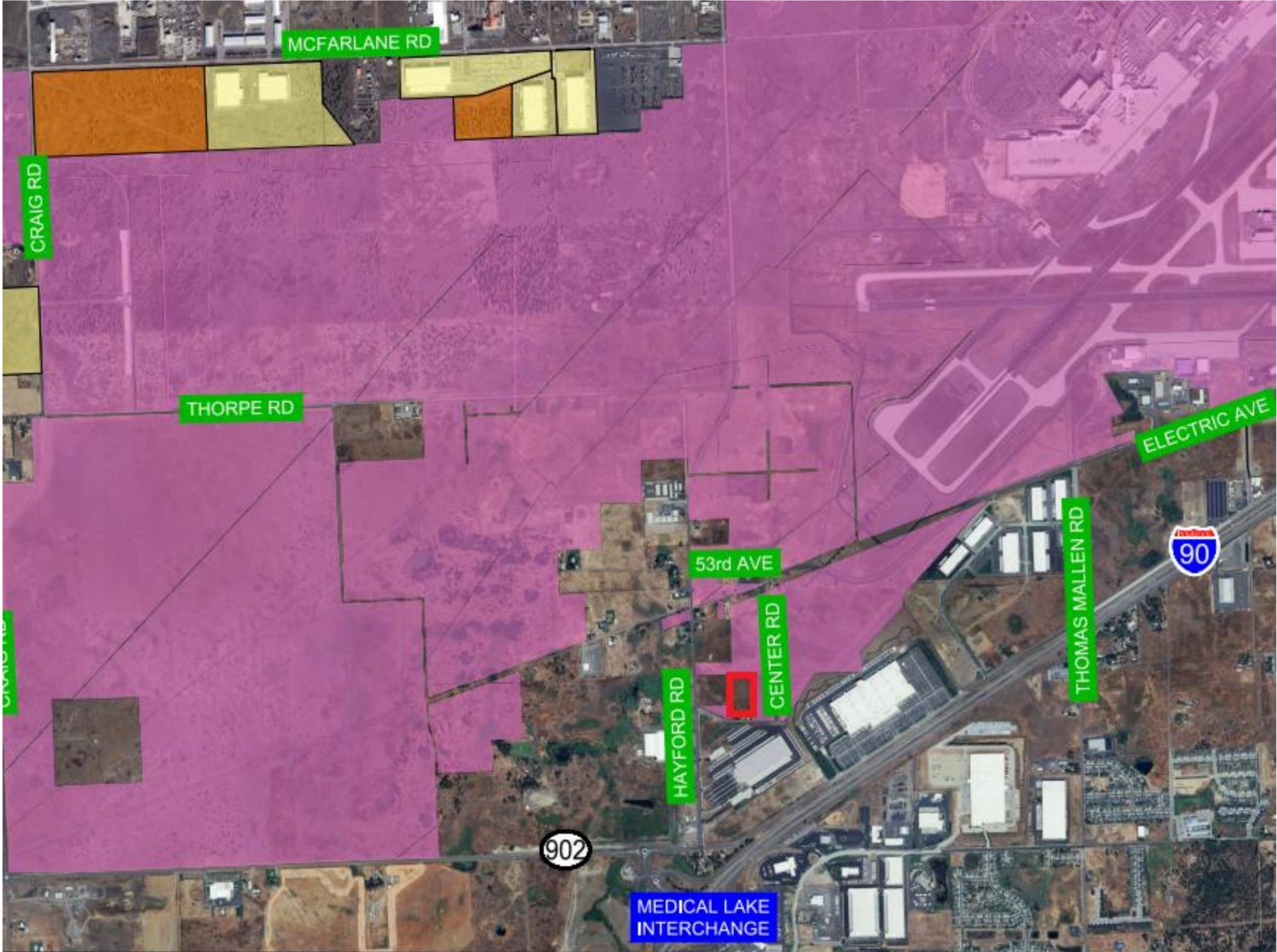


# Airport Compatibility Zone (ACZ) 2





# Proposed Land Acquisition



Airport Board Property

# Tillison Property – 10614 W. 59<sup>th</sup> Avenue

---

**This acquisition was previously presented to the Board of County Commissioners and the City Council; however, two items were discovered after authorization by the County but before the City's approval:**

- The property was encumbered by a Water Well Easement and Joint Water Use and Maintenance Agreement with the adjoining landowner
- A minor fuel spill was discovered on the property. It was characterized as a small petroleum surfacing staining that did not represent a significant risk to human health or the environment.

**Corrective actions:**

- Airport Board has negotiated a \$5,000 reduction to the purchase price of the Tillison property in consideration of potential environmental remediation.
- Water Well Easement Area to be conveyed to the adjoining landowner, along with the water well, upon completion of the Boundary Line Adjustment, in exchange for the Airport's Right of First Refusal to purchase any or all of the adjoining landowner's property in the event they receive a bona fide offer to purchase.
- In terms of internal procedures, the Airport staff has adopted a Purchase and Sale Agreement checklist as part of their due diligence process.

# Tillison Property – Water Well Easement Area

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# Summary

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**Tillison Property** – 5.39 acres (adjusted for Water Well Easement Area, approximately 780 sf), originally 5.41 acres

- Fair Market Value \$460,000 (\$1.96 psf), adjusted from \$465,000 (\$1.97 psf)
- Purchase and Sale Agreement with Tillison is fully executed
- Property Transfer Agreement with Brown (adjoining landowner) is fully executed
- Tillison agreed to reduce the purchase price by \$5,000 for potential environmental clean-up
- Water Well Easement Area to be conveyed to Brown, along with the water well, upon completion of the Boundary Line Adjustment, in exchange for the Airport's Right of First Refusal to purchase any or all of the Brown property if Brown receives a bona fide offer to purchase (new benefit to the Airport at no cost)
- Water Well Easement and Joint Water Use and Maintenance Agreement recorded March 26, 2025 to be terminated upon the Effective Date of the Easement Termination Agreement
- Corrective action – the addition of a Real Estate Purchase and Sale checklist has been adopted as a standard practice to ensure thorough due diligence process is followed

## **Property Summary:**

- Parcel is currently zoned light industrial
- Property is within ACZ 2 – Airport Compatibility Zone 2
- Property is situated within the Spokane County Airport Overlay Zone, where residential uses are considered incompatible due to additional safety and noise impacts

# MAI Appraisal



Ms. Amy Anderson  
Spokane International Airport Board  
Page 2

The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions

- None.

Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

Value Conclusions	
Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	August 30, 2025
<b>Value Conclusion</b>	<b>\$465,000</b>
	<b>\$1.97 psf</b>

Respectfully submitted,  
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope  
Appraiser  
Certified General Real Estate Appraiser  
Washington State License #25025291  
jcope@valbridge.com

Bruce C. Jolicoeur, MAI  
Senior Managing Director  
Certified General Real Estate Appraiser  
Washington State License #1100633  
bjolicoeur@valbridge.com



**APPRAISAL REVIEW**

**PROPERTY:** Tillison Property  
10614 W 59<sup>th</sup> Ave  
Spokane County, WA 99224

**APPRAISER:** Julie Cope and Bruce C. Jolicoeur, MAI  
Valbridge Property Advisors

**DATE OF REPORT:** September 20, 2025

**INTEREST VALUED:** Fee Simple

**PREPARED FOR:** Amy Anderson  
Spokane International Airport Board

**DATE OF REVIEW:** October 20, 2025

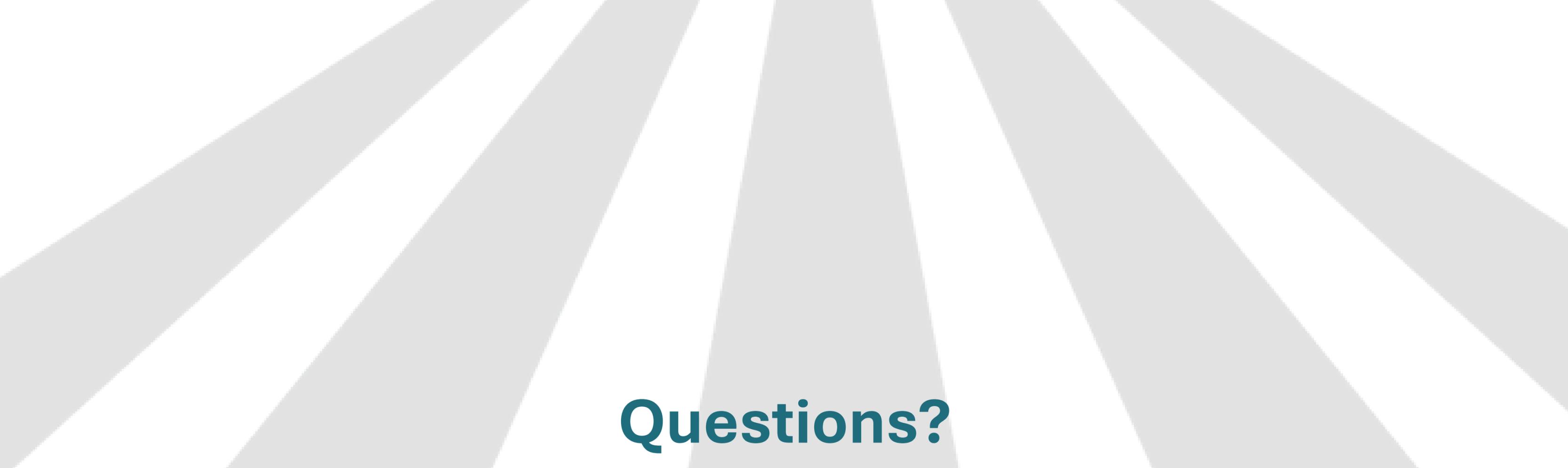
**REVIEWER:** Jeffrey D. Lembeck, MAI  
Lembeck Appraisal & Consulting, Inc.

**REVIEWER'S FILE NO.:** 25.156

EFFECTIVE DATES AND VALUE CONCLUSIONS			
Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	August 30, 2025	\$465,000	Reasonable

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

5.39 acres (reduced from 5.41 in consideration of the water well easement)  
FMV \$460,000 (\$1.96 psf)  
(Reduced by \$5,000 in consideration of potential environmental remediation)



**Questions?**



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 03/16/2026

**Committee Agenda type:** Discussion

**Date Rec'd**

3/11/2026

**Clerk's File #**

RES 2026-0023

**Cross Ref #**

**Project #**

**Council Meeting Date:** 03/30/2026

**Submitting Dept**

HOUSING & HOMELESS SERVICES

**Bid #**

**Contact Name/Phone**

DAWN KINDER 625-6643

**Requisition #**

**Contact E-Mail**

DKINDER@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** YES

**Public Works?** NO

**Agenda Item Name**

2026 FUNDING RECOMMENDATIONS FOR THE HOME INVESTMENT

**Agenda Wording**

The HOME Affordable Housing Development application opened on November 15, 2025, and was extended through February 9, 2026. There was a total of \$2,773,400 in HOME funds available during this funding round. \$1,536,000 was made available as "rapid use" funding to projects that must be under an executed contract by June 1, 2026, to meet a HUD spend down commitment date in June 2026. An estimated \$850,000 was made available to projects from the program year 2026 HOME allocation. An estimated \$352,200 was available for Community Housing Development Organizations.

**Summary (Background)**

The HOME Affordable Housing Development application opened on November 15, 2025, and was extended through February 9, 2026. There was a total of \$2,773,400 in HOME funds available during this funding round. \$1,536,000 was made available as "rapid use" funding to projects that must be under an executed contract by June 1, 2026, to meet a HUD spend down commitment date in June 2026. An estimated \$850,000 was made available to projects from the program year 2026 HOME allocation. An estimated \$352,200 was available for Community Housing Development Organizations. Six applications were received for funding. All the applications were HOME eligible. Two applications were eligible for only the rapid use funds given their abbreviated construction timelines. Two other applications were eligible for both rapid use funds and the estimated PY2026 funds, and two applications were only eligible for the estimated PY2026 funds. Take Up the Cause (TUTC) was recommended for full funding of their request. TUTC is the only City-certified CHDO in Spokane. As the highest scoring application, Proclaim Liberty was recommended for the full amount of their request from the rapid use funds. VOA was recommended for partial funding of their request from the rapid use funds. Trinity Transitional Housing was recommended for partial funding of their request from the estimated PY2026 HOME allocations. Vasilenko was recommended for full funding of their request from the estimated PY2026 HOME allocation. Foundation for the Challenged was not recommended for funding. Projects recommended for funding and the amounts recommended: \$352,200 Take Up The Cause, Beloved Sunset Apts Rehabilitation \$1,191,000 Proclaim Liberty, Bethany Village \$341,025 VOA, Alexandria's House Rehabilitation \$152,725 Trinity Transitional Housing, Maxwell House Rehabilitation \$420,000 Vasilenko, South Crystal Ridge, Attached Townhomes The remaining HOME funds will be

released for funding availability in November 2026.

**What impacts would the proposal have on historically excluded communities?**

HOME funds support households earning less than 50% AMI. As funds granted through US Department of Housing and Urban Development, HOME projects must comply with all aspects of Fair Housing regulations.

**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?**

HOME projects follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for HOME funds.

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

The performance of Affordable Housing projects is reported annually. Changes are made to projects to increase effectiveness during each contract term.

**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 HOME funding allocations align with the City of Spokane’s 2025-2029 Consolidated Plan and the 2026 Annual Action Plan as required by HUD.

**Council Subcommittee Review**

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 2,456,950

Current Year Cost \$ 2,456,950

Subsequent Year(s) Cost \$

**Narrative**

Funding for the construction projects comes from HOME, a recurring formula grant from HUD

**Amount**

**Budget Account**

Expense \$ 2,456,950 # 1710-95579-51010-54201-99999

Select \$ #

<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b> HOME is a yearly formula grant allocation from HUD			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	KINDER, DAWN		
<b><u>Accounting Manager</u></b>	DUFFEY, ANDREW		
<b><u>Legal</u></b>	GBYRD		
<b><u>For the Mayor</u></b>	GBYRD		
<b>Distribution List</b>			
		chhsaccounting@spokaanecity.org	
chhscontracts@spokaanecity.org		dnorman@spokaanecity.org	
hpage@spokaanecity.org			

RESOLUTION 2026-0023

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HOME Investment Partnership program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City anticipates receiving \$1,138,478 in an annual 2026 allocation, an estimated \$145,240 in annual program income, and \$1,489,682 in unused HOME funds from the United States Department of Housing and Urban Development for rapid use projects and PY2026 projects; and

WHEREAS, pursuant to 2026 HOME Investment Partnership Request for Proposals HHS accepted applications for HOME affordable housing funding through an open, competitive process November 15, 2025-February 9, 2026; and

WHEREAS, on February 10, 2026, the CHHS Affordable Housing Committee thoroughly reviewed said applications and recommended the following five projects for funding:

- 1. Proclaim Liberty, Bethany Village \$ 1,191,000
- 2. VOA, Alexandria's House Rehabilitation \$ 341,025
- 3. Take Up The Cause, Beloved Sunset Apts. Rehabilitation \$ 352,200
- 4. Trinity Transitional Housing, Maxwell House Rehabilitation \$ 152,725
- 5. Vasilenko, South Crystal Ridge Attached Townhomes \$ 420,000

and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the Spokane City Council for consideration on March 4, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/18/2026

**Clerk's File #**

ORD C36853

**Cross Ref #****Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE MCATHCART PDILLON

**Sponsoring at Administrators Request**

YES

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE RELATED TO THE SALARY REVIEW COMMISSION

**Agenda Wording**

An ordinance relates to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code.

**Summary (Background)**

The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president and city council members. Per municipal code, a decision by the Salary Review Commission to change the salary of mayor, council president or city council members is filed by the commission with the City Clerk by May 31st and incorporated into the City budget without further action of the City Council or Salary Commission. This ordinance changes the date when the Salary Review Commission decision must be filed with the City Clerk from May 31st to August 30th to provide adequate time for the Commission to be appointed, staffed, and complete its duties. This ordinance also makes small technical code corrections.

**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?**

Section 7 of the City Charter SMC 02.05 - Salary Review Commission

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	MCDANIEL, ADAM
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	

**ORDINANCE NO. C36853**

An ordinance related to the Salary Review Commission; amending sections 02.05.020, 02.05.040 and 02.05.050; and repealing section 02.05.070, all of the Spokane Municipal Code.

**WHEREAS**, on August 17, 2015, the Spokane City Council passed ORD C35292, creating the Salary Review Commission; and

**WHEREAS**, the duty of the Salary Review Commission is to provide an independent body to base salaries of the mayor, council president, and council members on 'realistic standards' so that elected officials may be paid commensurately to the duties and responsibilities of their respective offices; and

**WHEREAS**, the City Council aims to give the Salary Review Commission time to complete thorough analysis of peer jurisdictions and comparable private sector positions to inform their salary decisions.

NOW, THEREFORE, the City of Spokane does ordain:

**Section 1.** That Section 02.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.020 Membership – Term – Removal

- A. Membership. The commission shall consist of five members who are residents and registered voters of the City. Appointment shall be as follows:
1. Three Commission members shall have experience in the field of personnel management, or a demonstrated knowledge in the administration of compensation and benefits. Two Commission members shall have experience in finance, business management, or other related fields that demonstrate experience beneficial to the review of total compensation and establishment of salary.
  2. All members shall be at-large appointments nominated by the mayor and appointed by the city council.
  3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
  4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

B. Term. Each member of the commission shall serve a ~~((four-year))~~ two-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than ~~((two-years))~~ one year of a ~~((four-year))~~ two-year term shall count as a whole term.
2. Initial appointments shall be as follows:
  - a. Three members shall be appointed for a period of four years; and
  - b. Two members shall be appointed for two years.
3. All subsequent appointments or reappointments shall be for a ~~((four-year))~~ two-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal. Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
  - a. residence, or
  - b. voter status.

D. Compensation. Commission members shall serve without compensation.

E. Qualifications.

1. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.
  - a. For the purposes of this section, "immediate family member" shall mean a:
    - i. parent,
    - ii. stepparent,
    - iii. in-law,
    - iv. spouse,
    - v. sibling,

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

- vi. stepsibling,
- vii. child,
- viii. stepchild, or
- ix. dependent relative of the officer, official or employee, whether or not living in the household of the officer, official or employee.

**Section 2.** That Section 02.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.040 Duties

- A. It is the goal of the commission to base salaries of the mayor, council president, and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president, and council members. The commission shall study the relationship of total cost of compensation to the duties of the mayor, council president, and council members.
- B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the ~~((city clerk))~~ City Clerk by ~~((May 31st))~~ August 30th, shall be final and shall become effective and incorporated into the ~~((city))~~ City budget without further action of the ~~((city council))~~ City Council or ~~((salary commission))~~ Salary Review Commission.
  - 1. Any change of salary by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.
- C. Salary increases established by the commission for the mayor, council president, and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president, and all city council members regardless of their terms of office.
- D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president, or council member at the commencement of their next subsequent terms of office.

**Section 3.** That Section 02.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.050 Operations of Commission

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall ~~((annually))~~ elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
  - 1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president, and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
  - 1. ~~((Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.))~~
- E. In determining the salaries for the mayor, council president, and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and Finance and Administration Division and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate ~~((city))~~ City division or department.
- F. Three members of the commission shall constitute a quorum, and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president, and council members, as well as all other matters of the commission.
- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
  - 1. The commission shall provide written documentation forming the basis for the salary schedule.
- H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the ~~((human resources department))~~ Human Resources Department assigned by the ~~((city))~~ City administration and the City Council. The staff members will research,

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

review, and provide current data to the commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

**Section 4.** That Section 02.05.070 of the Spokane Municipal Code is hereby repealed.

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

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

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

9/10/2025

**Clerk's File #**

ORD C36782

**Cross Ref #**

ORD C36708

**Project #****Council Meeting Date:** 12/08/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

JACKSON DEESE 625-6718

**Requisition #****Contact E-Mail**

JDEESE@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO

**Agenda Wording**

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance amends the list of designated Festival Streets table in SMC 12.08.060 to expand the Garland Avenue designation and add a designation for Sprague Avenue.

**What impacts would the proposal have on historically excluded communities?**

Removes some barriers for neighborhoods and event organizers to host events on public streets.

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

Not applicable

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

Not applicable

**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?**

Allows for easier access to community events in neighborhoods and provides regular traffic modifications to submit for permit review.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
<b>Distribution List</b>	

**ORDINANCE NO. C36782**

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, City Council passed Ordinance C36708 which created a “festival streets” designation; and

**WHEREAS**, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

**WHEREAS**, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

**WHEREAS**, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

**WHEREAS**, the city seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

**WHEREAS**, The City would like to amend the designated “festival streets” to allow for the widest variety of events to occur.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 12.08.060 is amended to read as follows:

**Section 12.08.060 Festival Streets Designated**

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as “festival streets” to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special events:

<b>Street</b>	<b>Direction</b>
<u>5<sup>th</sup> Avenue</u>	<u>from Lee Street to Altamont Street</u>
<u>5<sup>th</sup> Avenue</u>	<u>from Haven Street to Greene Street</u>

Garland Avenue	from Monroe Street to <del>((Post Street))</del> <u>Howard Street</u>
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	from Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue
Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street
Market Street	from Broad Avenue to Bismark Avenue
Perry Street	from 9 <sup>th</sup> Avenue to 12 <sup>th</sup> Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
<del>((Spokane Falls Boulevard))</del>	<del>((From Lincoln Street to Monroe Street))</del>
Spokane Falls Boulevard	from <u>Monroe</u> <del>((Post))</del> Street to Wall Street
<u>Sprague Avenue</u>	<u>from Bernard Street to Division Street</u>
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

- C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.
- D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.
- E. To the extent practicable, the appropriate city department shall notify any known businesses, business association or similar organization of a festival street permit application on an adjacent street to the business district when an application is received.
- F. The applicant shall attest through the permit application that they have met with and informed any known businesses, business association, or similar organizations of their event. Failure to adequately inform any known businesses, business associations, or similar organizations may result in denying the festival street permit.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/4/2026

**Clerk's File #**

ORD C36854

**Cross Ref #****Project #****Council Meeting Date:** 03/30/2026**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

JACKSON DEESE 509 625-6718

**Requisition #****Contact E-Mail**

JDEESE@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE RELATING TO RESIDENTIAL ON-STREET PARKING FOR PERSONS

**Agenda Wording**

An ordinance relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date

**Summary (Background)**

This ordinance establishes residential on-street parking program for persons with disabilities, adopts new Section 16A.05.091 to Chapter 16A.05 SMC, and sets an effective date of September 1, 2026.

**What impacts would the proposal have on historically excluded communities?**

Costs passed onto applicants could provide hardship to disabled residents on fixed incomes or low-income environments.

**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?**

Quantitative data would be difficult to collect; Qualitative, anecdotal data could be useful if the program increases access or quality of life for persons with disabilities in their neighborhoods.

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

Number of applications could provide an analog for demand for residential disability parking.

**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?**

Currently unaware of alignment with specific existing policies or plans; potential alignment with Safe Streets and Complete Streets and in light of the City motto 'In Spokane, We All Belong,' provides relief to persons with disabilities who have challenges parking near their homes in neighborhoods with high demand for on-street parking space and reduces need for persons with disabilities to consider moving elsewhere for accommodations.

**Council Subcommittee Review**

May send to Transportation Commission/Equity Subcommittee for feedback.

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ Unknown
Current Year Cost	\$ Unknown
Subsequent Year(s) Cost	\$ Unknown
<b><u>Narrative</u></b>	
Current year: Est \$400 per sign + staff time for processing applications & sign installation. Subsequent year(s) same. City staff (currently the Parking Department) would need funding to purchase and install signage and process applications	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Distribution List</b>	

**ORDINANCE NO. C36854**

An ordinance relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date.

**WHEREAS**, according to the 2020 Census, 16.3% of residents in Spokane County live with a disability; and

**WHEREAS**, several of Spokane’s neighborhoods were built without driveways or other parking facilities in mind; and

**WHEREAS**, disabled residents parking their vehicles on the street compete with neighbors for public on-street parking; and

**WHEREAS**, disabled residents may lose accessible parking in front of or near their homes when leaving for appointments, work, or other regular activities that require personal transportation; and

**WHEREAS**, the City Council intends to create a program to allow disabled residents to reserve and maintain parking near their homes for safety, accessibility, and quality of life.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** There is adopted a new section 16A.05.091 to Chapter 16A.05 of the Spokane Municipal Code to read as follows:

**Section 16A.05.091 Disabled Parking – Residential Disability Parking Program**

- A. Establishment. There is established a Residential Disability Parking Program for residents to apply for reserved parking in the public right-of-way near their property to improve access for persons with permanent disabilities.
- B. Criteria. Residents who have obtained a permanent disability identification card, placard, or license plate pursuant to RCW 46.19.010 may apply for designation of a disability accessible residential parking space in the public right-of-way immediately abutting the residential property owned or rented by the resident, if:

1. The property does not have a driveway, parking lot, garage, car port, private alley parking, or similar paved or unpaved parking surface;
  2. Disability accessible parking is not otherwise required or provided on the property;
  3. The applicant has a permanent (blue) disability placard or similar identification of a permanent disability; and
  4. The applicant or their representative can identify a portion of curbed public right-of-way no less than eight feet in length and no more than eighteen feet in length abutting the residential property of which they own or rent.
- C. Process. Applications for residential on-street parking for persons with disabilities shall be submitted to the Parking Department. Applicants must submit at least the following:
1. A valid disability identification card, placard, or license plate, including any serial numbers and expiration dates;
  2. A valid driver's license, vehicle insurance, and vehicle registration; and
  3. Any information as deemed necessary by the Parking Department.
- D. Signage and Display. Once approved, the City shall install at least two accessible parking signs as described in RCW 46.61.581 identifying the location of the reserved parking spot.
1. The applicant shall appropriately display any placards or license plates pursuant to RCW 46.19.030.
  2. The applicant shall maintain visibility of any signage for their reserved parking spot.
- E. Penalty. Relevant restrictions, prohibitions, violations, and penalties pursuant to RCW 46.19.050 may apply to parking granted under this section.
- F. Public Rule. The Parking Department shall create a public rule identifying any further criteria, processes, procedures, penalties or regulations not included in this section.

**Section 2. Effective Date.** This ordinance shall take effect and be in force on September 1, 2026.

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

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

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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