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 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:

Agenda Review Session on August 18, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on August 19, 2026, 6:00 p.m.:
1-408-418-9388; access code: 2496 991 7004; password: 0320

To participate in public comment (including Open Forum):

Public comment sign-up is open beginning at 5:00 p.m. on Friday, August 14, 2026, and ending at 6:00 p.m. on Wednesday, August 19, 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 August 17, 2026. You must sign up by 6:00 p.m. on Wednesday, August 19, 2026, 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 withing 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).

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

THE CITY OF SPOKANE

COUNCIL AGENDA

August 19, 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** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

Public participation in City Council meetings is governed by Council Rules 2.2, 2.15 and 2.16.

A complete copy of the council rules can be found here: City Council Rules.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 11:00 A.M. EACH TUESDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH WEDNESDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL 5 WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL 5 ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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/.

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the Tuesday 11:00 a.m. Agenda Review Session or the Wednesday 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 p.m. Wednesday, August 19, 2026)

(Council Chambers Lower Level of City Hall)

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)

EXPRESS TESTIMONY

Speakers may address any items on this entire council agenda, including any ordinance, resolution, appointment and special consideration, and may speak for up to three (3) minutes. Speakers who opt to speak during this time may not speak again during the legislative session except for Hearings and Open Forum.

FINAL HEARINGS

Speakers have up to three (3) minutes to address each final hearing item. Absent continuation, final action will be taken by council on these items.

PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session. Items in the proposed legislative items section of the agenda are expected to be moved to pending legislative items section of the agenda by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

Resolutions (Proposed)

1. **RES 2026-0061** granting a non-exclusive access and utility easement across airport property to Inland Power and Light Co. on Spokane County Assessor Parcel No. 15341.9009, 15342.9004, 15345.9010, and 15355.9008. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rob Schulz

2. **RES 2026-0062** authorizing the Airport Board to purchase property identified as Spokane County Assessor Parcel No. 35014.0111. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rob Schulz

Ordinances (Proposed)

1. **NOTE: This Ordinance will not be read for the first time until August 26, 2026. ORD C36893** vacating Rebecca Street between Olive Avenue and Alki Avenue. (Hearing on August 26, 2026, scheduled by Resolution 2026-0050 adopted by Council on July 22, 2026) (Council Sponsors: Council Member Dillon) (As amended on 8-18-26) Eldon Brown

2. ~~**ORD C36921** modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel~~ Deferred to September 2, 2026, Proposed Agenda.

3. **ORD C36922** expanding access to cooling, heating, and weatherization services; amending Sections 07.08.158 and 10.57.10 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis) Adam McDaniel

4. **ORD C36923** repealing duplicative charitable solicitation license requirements; amending Section 08.01.080 and repealing Chapter 10.42 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

5. **ORD C36920** to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program. (Council Sponsors: Council Members Dillon and Klitzke) Spencer Gardner

FURTHER ACTION DEFERRED ON PROPOSED LEGISLATIVE ITEMS

PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address individual items in the pending legislative items section, with the exception that the following items will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section). No final action will be taken by council on these items. Items in the pending legislative items section are expected to be moved to final legislative items section by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Boards and Commissions Appointments (Pending)

B. Reports, Contracts and Claims (Pending)

Public Safety and Community Health Committee (PSCHC) (Pending)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Pending)

1. **OPR 2025-0681** WSDOT Supplemental Agreement No. 2 with Dowl, Inc. (Spokane) for Construction phase assistance for the Pacific Avenue Greenway Project for a total cost of $20,000. (ENG 2022069) (Council Sponsor: Council Member Klitzke) Jonathan Adams

2. **OPR 2026-0695** Contract with Spilker Contracting LLC (Mead, WA) for the Water Department Upriver Dam Office Building Interior Renovation for the period of September 1, 2026, to August 31, 2027, for the amount of $912,300 plus applicable sales tax. We are requesting 10% administrative reserve be included also in the amount of $91,230.00. (PW ITB 6552-26) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

3. **OPR 2026-0699** Purchase from Platt Electric Supply (Spokane) of a battery energy storage system, switching equipment, and software to support the future EV charging canopy system at the Water Department Main Campus (including delivery) - $978,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

4. **OPR 2026-0696** Master contract with Industrial Welding Co., Inc. (Spokane) for as-needed, on-call miscellaneous welding and fabrication services, to include HD vehicle component repair, hydraulic cylinder repair, and machine shop services, for a five-year period from August 1, 2026 - July 31, 2031, and an estimated expenditure not to exceed $750,000 (plus applicable taxes). (ITB 6566-26) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

5. **OPR 2026-0652** Contract with Black and Veatch Corporation (Overland Park, KS) to provide on-call mechanical and structural engineering support at the Upriver Dam. From July 1, 2026, through June 30, 2028. Contract will be eligible for a 1-year

extension upon mutual agreement - $300,000 (plus applicable taxes). (RFQ 6539-26) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) (Note: this item originally appeared on the 7-14-26 PIES committee agenda and was approved by Council on 7-29-29 without the contract attached. This version of the item, which was added on 8-18-26 for Council consideration on 8-19-26, includes the previously omitted contract).

Urban Experience Committee (UE) (Pending)

6. **OPR 2026-0709** Emergency Contract with Blessings and Beyond (Spokane) for Spokane Complex Fire shelter meal services to provide three meals per day for up to 450 shelter residents, at a rate of $25 per person per day plus a 15% administrative fee from August 3, 2026-August 10, 2026, for a daily not-to-exceed cost of $12,937.50 – maximum amount not to exceed $90,562.50 (plus tax). (Council Sponsors: Council Members Dixit and Zappone) Keri Cederquist

Finance and Administration Committee (F&A) (Pending)

7. **OPR 2024-0835** Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, St. Louis, MO. for Legal Services in the matter of Currie v. City of Spokane. This amendment will increase the contract by $100,000 for a total of $250,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

8. **OPR 2024-0021** Outside Counsel Amendment with the Firm of Evans, Craven & Lackie, P.S., Spokane, WA for legal services and advice to the City regarding the matter of the WALL STREET APARTMENTS, ET. AL., v. CITY OF SPOKANE, ET. AL. This amendment will increase the contract by $25,000 for a total contract amount of $75,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

9. **OPR 2025-0210** Outside Counsel Amendment with Keating, Bucklin & McCormack, Inc., Seattle, WA, for Legal Services in the matter of Estate of Kerry Jones-Hilburg v. City of Spokane. This amendment will increase the contract by $100,000 for a total of $150,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

10. **OPR 2025-0520** Outside Counsel Amendment with Brendan Winslow-Nason and John Cadagan with the Law Firm Gordon Tilden Thomas & Cordell, LLP., Seattle, Washington for services in the litigation matter Insurance Company of the State of Pennsylvania v. City of Spokane. Increase of $75,000 for a total contract amount of $275,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

11. **OPR 2025-0518** Outside Counsel Amendment with Jenna Mandell-Rice with the Law Firm Van Ness Feldman LLP, Seattle, Washington for services regarding the Upriver Dam FERC relicensing. Increase of $50,000 for a total contract amount of $100,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

12. **OPR 2026-0697** Three-year Master Personal Service Contract with National Color Graphics (Spokane) with option to renew for one additional one-year period for as needed printing. Estimated spend is $100,000 per year, plus applicable sales tax. Vendor National Color Graphics was chosen as one of two vendors to receive a master printing contract resulting from RFP 6338-26. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jason Nechanicky

13. **OPR 2026-0698** Three-year Master Personal Service Contract with PS2 Group, LLC, (Snohomish, WA) with option to renew for one additional one-year period for as needed printing. Estimated spend is $100,000 per year, plus applicable sales tax. Vendor PS2 Group LLC was chosen as one of two vendors to receive a master printing contract resulting from RFP 6338-26. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jason Nechanicky

14. **OPR 2025-0544** Master Value Blanket Amendment with W.W. Grainger, Inc. (Spokane Valley, WA) to enable various departments to procure MRO and industrial supplies through December 31, 2029 – additional $1,213,080 (incl. tax). (Council Sponsors: Council Members Cathcart and Dillon) Jason Nechanicky

C. Emergency Ordinances (Pending)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

1. **ORD C36924** reducing demolition permits for structures damaged in the Spokane Complex fires; amending the Development Fee Schedule as referenced in Chapter 08.02 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Tami Palmquist

D. Special Budget Ordinances (Pending)

NOTE: Special Budget Ordinances amend the adopted biennial budget, and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36918** Amending Ordinance No. C36794, entitled in part, “An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane”, and amending it to modernize three elevators at the Intermodal Facility, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Jeff Teal

2. **ORD C36919** Amending Ordinance No. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to appropriate funding from various sources to increase budget authority in an amount sufficient to reflect the increased cost of the new interlocal agreement with Spokane County (SCRAPS) for the provision of animal care and control services, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

E. Resolutions (Pending)

1. **RES 2026-0056** approving a Development Agreement for five parcels in the Balboa/South Indian Trail neighborhood owned by Excelsior Wellness, located on W Indian Trail Road. This resolution approves the Development Agreement required by Ordinance C36613 as a condition of approval for Comprehensive Plan Amendment File Z23-479COMP. (Council Sponsors: Council Members Klitzke and Zappone) Spencer Gardner

2. **RES 2026-0057** approving the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

3. **RES 2026-0058** adopting a "Council Operations Guide" pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) Chris Wright

4. ~~**RES 2026-0059** directing transfer of City Council funds to finance council operations in 2026. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Chris Wright~~ Deferred to September 16, 2026, Pending Agenda.

5. **RES 2026-0063** approving contract with the Washington State Department of Commerce for the Wildfire Housing Assistance Fund without further City Council review and action. (Council Sponsors: Council Members Klitzke and Zappone) (As added 8-18-26)
   Dawn Kinder

F. Ordinances (Pending)

1. **ORD C36914** relating to adopted ordinance C36613, concerning a required Development Agreement for the Comprehensive Plan Amendment File Z23-479COMP, extending the deadline for approval of the Development Agreement by two years and instructing staff to include the land use designations called for in that ordinance in the draft future land use map under development for the periodic comprehensive plan update due later this year. (Council Sponsors: Council Member Klitzke and Zappone) Spencer Gardner

2. **ORD C36915** to extend the duration of interim zoning ordinance C36742 concerning childcare centers; setting a public hearing (for August 26, 2026); and reiterating a work program. (Council Sponsors: Council Members Dillon and Klitzke) Spencer Gardner

3. **ORD C36916** to adopt an overlay zone for property located approximately at 3929 W. Grandview Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property (Beard Addition). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Melissa Owen

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address final legislative items, which will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section), Special Budget Ordinances, Resolutions (2 minutes to speak to all items in this section), Ordinances (2 minutes to speak to all items in this section), and Special Considerations (2 minutes to speak to all items in this section). Council is expected to take final action on these items during the evening legislative session.

A. Boards and Commissions Appointments (Final)

1. Bicycle Advisory Board (CPR 1992-0059) – Two Reappointments:
   - Santiago Cruz (Youth Member)
   - Brian Falteisek

B. Reports, Contracts and Claims (Final)

Public Safety and Community Health Committee (PSCHC) (Final)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)

1. **OPR 2026-0672** Value Blanket with Columbia River Carbonates to supply calcium carbonate to the Wastewater Management Department for five years from June 1, 2026, through May 31, 2031- $1,918,125 (plus tax). (ITB 6531-26) (Council Sponsors: Council Members Klitzke and Zappone)

2. **OPR 2026-0675** Low Bid of Wesslen Construction and Development, Inc. (Spokane Valley, WA) for Austin Road Erosion Mitigation for $269,854.02. An administrative reserve of 10% of the contract will be set aside. (Five-Mile Prairie Neighborhood Council) (ENG 2025070) (Council Sponsors: Council Members Klitzke)

3. **OPR 2026-0559** Consultant Agreement with The Langdon Group (Spokane) for on-call public engagement services for the Integrated Capital Management Department from June 1, 2026, through December 31, 2027 - $100,000 (plus tax). (RFP 6488-26) (Moved from Final on 7-14-26) (Council Sponsor: Council Member Klitzke)

4. **OPR 2026-0560** Consultant Agreement with Horrocks (Spokane) for on-call public engagement services for the Integrated Capital Management Department from June 1, 2026, through December 31, 2027 - $75,000 (plus tax). (RFP 6488-26) (Moved from Final on 7-14-26) (Council Sponsor: Council Member Klitzke)

5. **OPR 2026-0561** Consultant Agreement with Kimley-Horn and Associates, Inc. (Spokane) for on-call public engagement services for the Integrated Capital Management Department from June 1, 2026, through December 31, 2027 - $150,000 (plus tax). (RFP 6488-26) (Moved from Final on 7-14-26) (Council Sponsor: Council Member Klitzke)

Urban Experience Committee (UE) (Final)

6. **OPR 2026-0442** Amendment to provide additional funding as well as extend the current Catholic Charities House of Charity - Law Enforcement/Fire Department Set-Aside Shelter Beds agreement - $34,425. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

7. **OPR 2026-0671** Conditional Multifamily Tax Exemption Contract with NYG Real Estate Holdings, for the property located at 1207 W. Cora, 2011 W. Cora, and 1215 W. Cora to create 12 dwelling units. Following construction, the project intends to finalize under the 8-year exemption. (Council Sponsors: Council Members Zappone and Dixit)

Finance and Administration Committee (F&A) (Final)

Report of the Mayor of Pending:

8. Claims and payments of previously approved obligations through: 07/31/2026. Total $6,617,317.31 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $5,928,330.82. (CPR 2026-0002)

9. Payroll claims of previously approved obligations through: August 1, 2026. $10,791,224.28 (CPR 2026-0003)

Minutes:

10. Agenda Review Meeting Minutes – July 28, 2026 (CPR 2026-0013)

11. Legislative Meeting Minutes – July 29, 2026 (CPR 2026-0013)

12. Study Session Minutes – July 30, 2026 (CPR 2026-0013)

C. Emergency Ordinances (Final)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

D. Special Budget Ordinances (Final)

NOTE: Special Budget Ordinances amend the adopted biennial budget, and include the reference to an "emergency" to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36913** Amending Ordinance No. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis for Public Safety Answering Point Job Classifications (PSAP – July 2026), and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (As amended 8-18-26)

2. **ORD C36917** Amending Ordinance No. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize Emergency Communications Call Taker and Report Specialist Positions to support the Spokane United 911 Network, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

E. Resolutions (Final)

1. **RES 2026-0053** regarding amendment of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives. (Council Sponsors: Council Members Klitzke and Zappone)

2. **RES 2026-0054** in the matter of authorizing the Airport Board to purchase property identified as Spokane County Assessor Parcel 14011.1316 (10909 W. 53rd Ave.). (Council Sponsors: Council President Wilkerson and Council Member Telis)

3. **RES 2026-0055** in the matter of authorizing the Airport Board to purchase property identified as spokane County Assessor Parcel 24062.0125 (5007 S. Hayford Rd.). (Council Sponsors: Council President Wilkerson and Council Member Telis)

4. **RES 2026-0060** relating to the Mayor's Executive Order 2026-0004 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN RESPONSE TO THE OLD TRAILS FIRE" and dated August 1, 2026 and the Mayor's Executive Order 2026-0005, titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN REPONSE TO THE SPOKANE COMPLEX FIRES" and dated August 4, 2026. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Cathcart) (As amended 8-18-26)

F. Ordinances (Final)

G. Special Considerations (Final)

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.

ADJOURNMENT

At the conclusion of the Council's business, the August 19, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for August 25, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for August 26, 2026, at 6:00 p.m.

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 Chambers 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. 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.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/30/2026		
Clerk's File #	RES 2026-0061		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE AIRPORT BOARD	**Bid #**	
Contact Name/Phone	ROB SCHULZ 509-455-6448	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION AUTHORIZING GRANT OF ACCESS AND UTLITY EASEMENT		

Agenda Wording

JOINT CITY AND COUNTY RESOLUTION AUTHORIZING THE AIRPORT BOARD TO GRANT A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT ACROSS AIRPORT PROPERTY.

Summary (Background)

Pursuant to Chapter 14.08 RCW, Spokane County ("County")and the City of Spokane ("City") entered into an agreement dated October 7, 2019 for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement") by and through the Spokane Airport Board ("Airport Board"). The Airport Board recommended to the County and City the grant of an access and utility easement on Spokane County Assessor Parcel No. 15341.9009, 15342.9004, 15345.9010, 15355.9008, as set forth in that certain Right-Of-Way Easement, a copy of which is attached to the resolution as Exhibit A.

What impacts would the proposal have on historically excluded communities?

Not applicable; grant of easement across airport property.

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

Not applicable; grant of easement across airport property.

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

Not applicable; grant of easement across airport property.

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

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

The Spokane Airport Board reviewed and approved the grant of easement on July 16, 2026.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List

City Resolution No:_____
County Resolution No. _____

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

IN THE MATTER OF GRANTING A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT TO INLAND POWER & LIGHT CO. ON SPOKANE COUNTY ASSESSOR PARCEL NO. 15341.9009, 15342.9004, 15345.9010, 15355.9008	))))))	JOINT RESOLUTION

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") by and through the Spokane Airport Board ("Airport Board"); and

WHEREAS, pursuant to Section 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property associated with Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Airport"); and

WHEREAS, INLAND POWER & LIGHT CO. has requested an access and utility easement over real property situated within the boundaries of the Airport; and

WHEREAS, on July 16, 2026, the Airport Board recommended to the County and City the grant of an access and utility easement on Spokane County Assessor Parcel No. 15341.9009, 15342.9004, 15345.9010, 15355.9008, as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and respectfully requests approval of the same by the County and City; and

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

1. That the Airport Board, or its delegee, is authorized to execute an access and utility easement as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A; and

2. That the Chief Executive Officer of the Airport, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of and for each the County and City necessary to grant an access and utility easement as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A, or otherwise related thereto

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

_____
Giaccobe Byrd, 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

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

INLAND POWER & LIGHT CO. RIGHT-OF-WAY EASEMENT



City of Spokane / Spokane County Joint Resolution Authorizing

- A Utility Easement with Inland Power & Light
- The Purchase of Real Estate

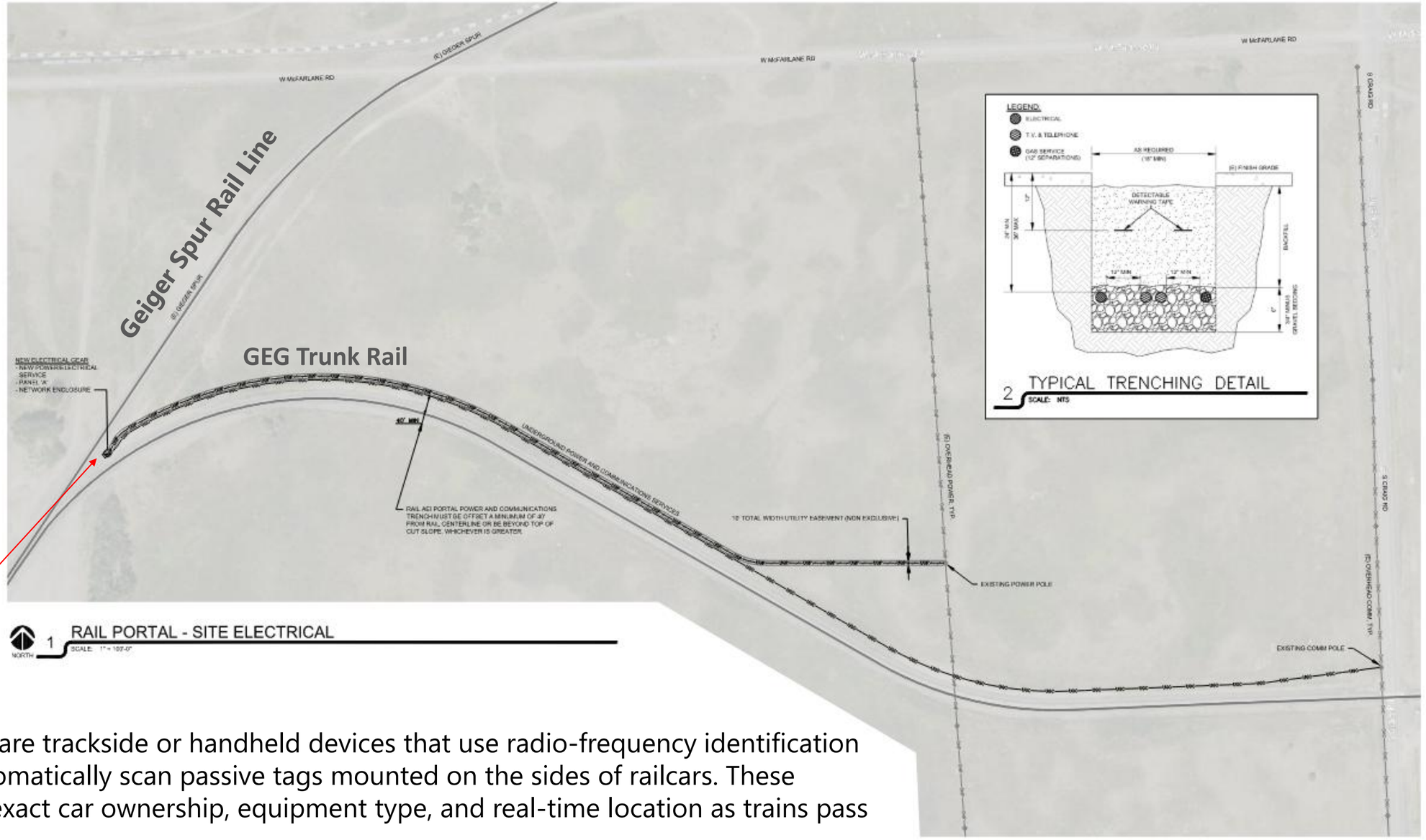
Spokane
International Airport

Rail-Truck Transload Facility – Inland Power & Light Co. Easement

The Transload Facility lies within Inland Power & Light's electrical Service Area. Electrical service was needed in two power a railcar reader, commonly known as Automatic Equipment Identification (AEI) readers and to provide electrical service to the Transload Facility.

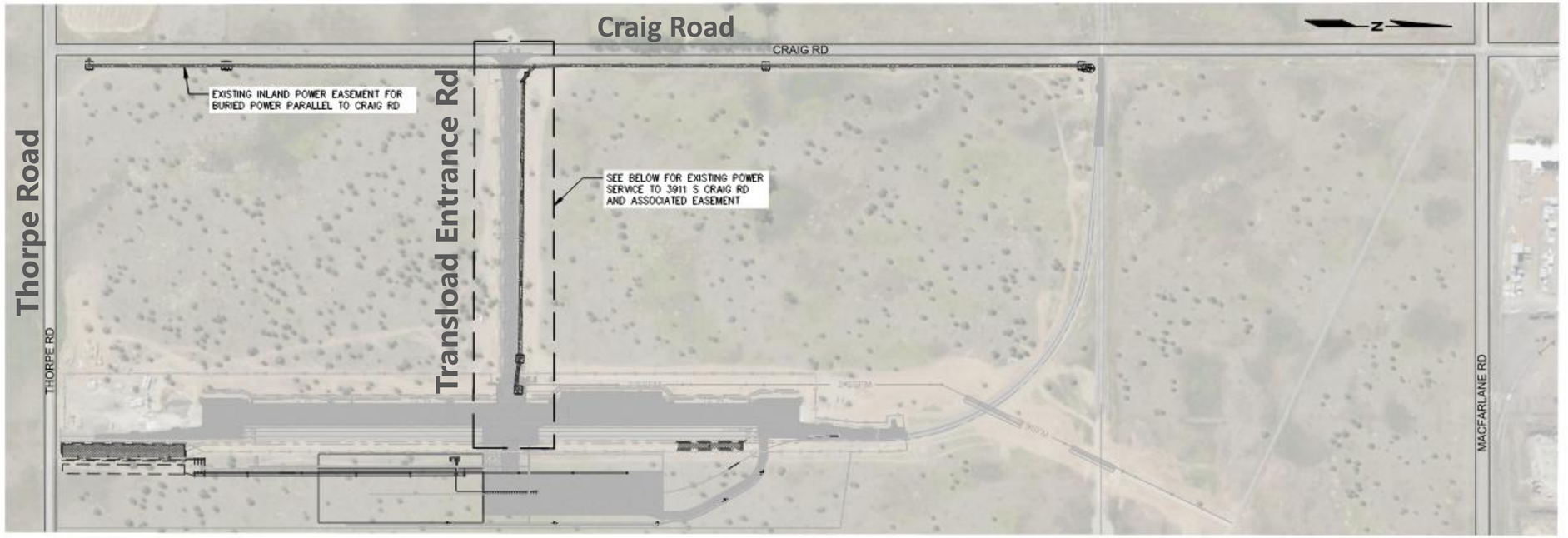


Rail-Truck Transload Facility – Inland Power & Light Co.

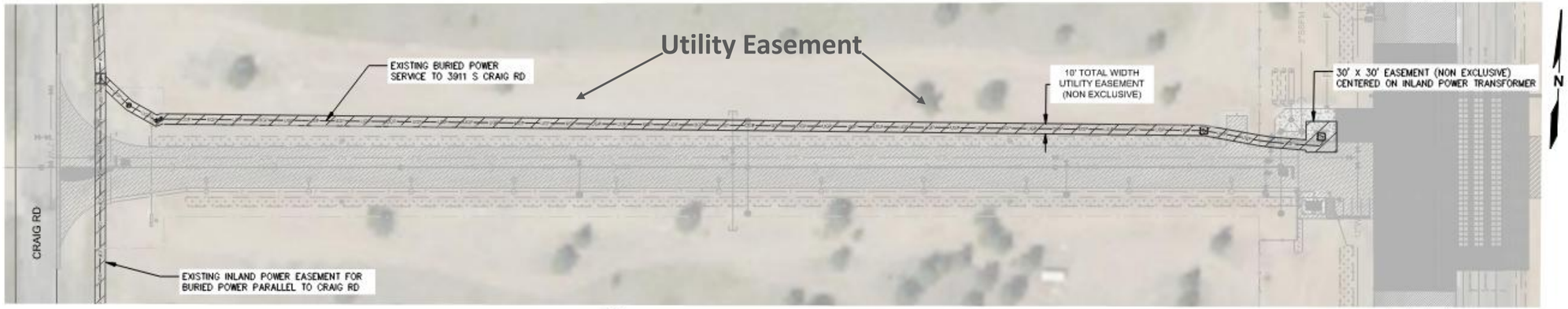


AEI readers, are trackside or handheld devices that use radio-frequency identification (RFID) to automatically scan passive tags mounted on the sides of railcars. These systems log exact car ownership, equipment type, and real-time location as trains pass

Rail-Truck Transload Facility – Inland Power & Light Co.

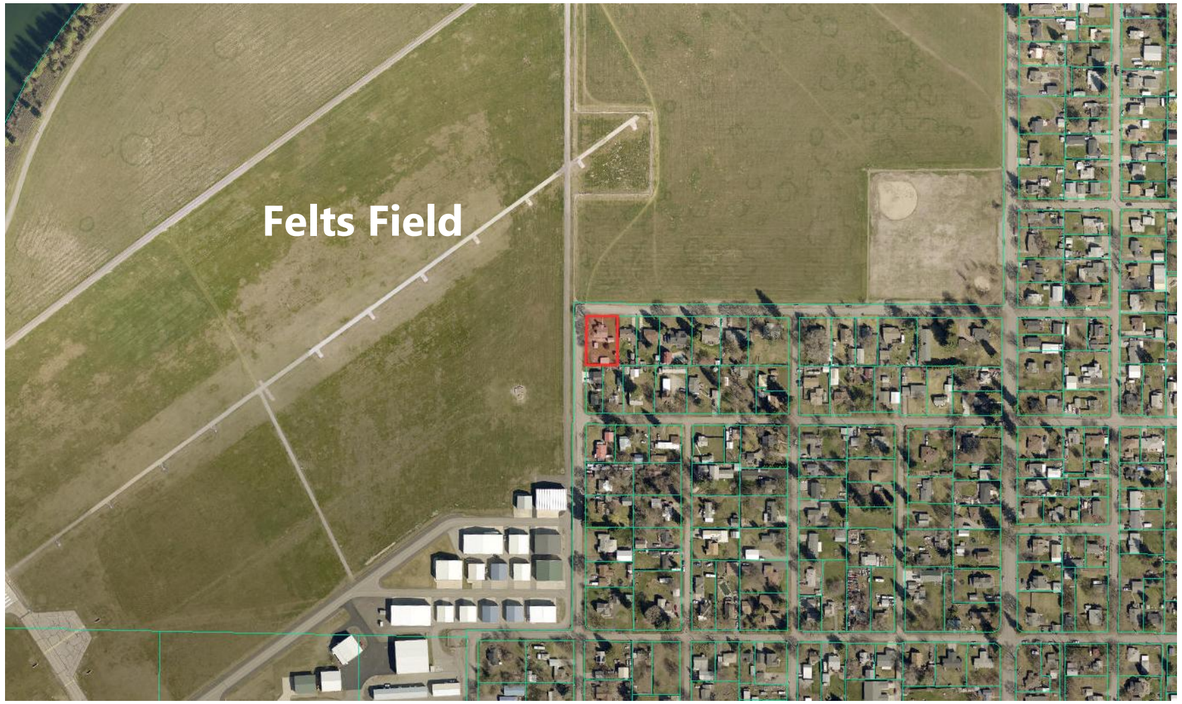


1 SIA TRANSLOAD FACILITY
SCALE: 1" = 200'



2 NEW INLAND POWER EASEMENT
SCALE: 1" = 50'

Davis Property Acquisition – 7102 E. Bridgeport

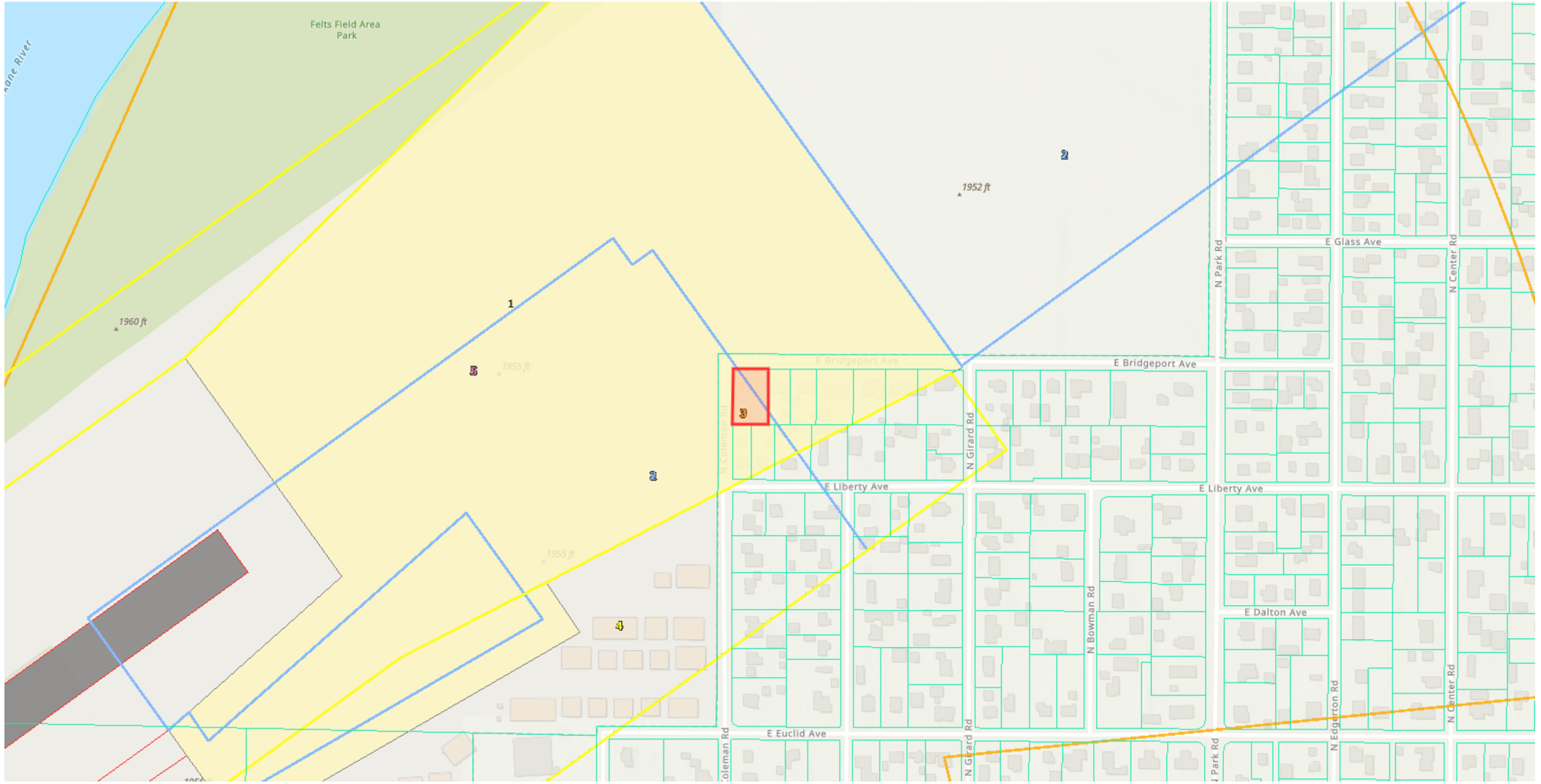


- Located at 7102 East Bridgeport Ave., (City of Spokane)
- Spokane County Tax Parcel, 35014.0111
- Parcel: (14,374.8 Square Feet)
- Fair Market Value determined by MAI Appraisal: $300,000 ($20.87 Per Square Foot)
- Purchase prince: $330,000 ($22.96 Per Square Foot)
- Within Airport Compatibility Zone 1 and in the Runway Protection Zone
- Zoning: Residential
    - The home is a two-bedroom, two-bath bungalow built in 1927 on a 14,400 SF lot directly across from Felts Field Airport. The main floor contains living, dining, and kitchen areas with one full bath. The partially finished basement includes a recreation room, laundry area, and an additional 2

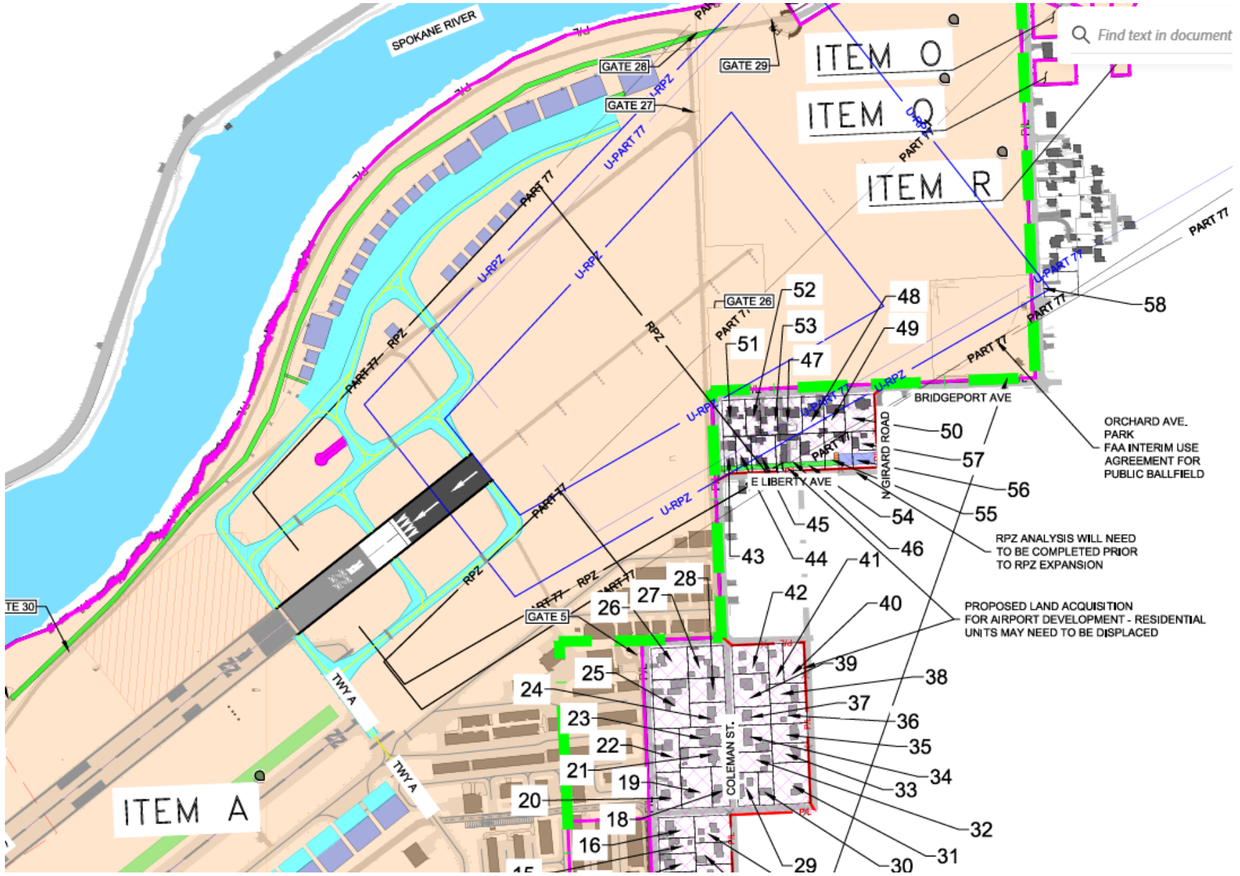
bathroom with a shower. Improvements include a detached one-car garage, a covered patio area, and a 432 SF detached "multipurpose building," a portion of which reportedly once served as a chicken coop.

    - Following the transaction's closing, the structures will be demolished.
- Clear Title
- Phase I Environmental Assessment unnecessary due to perpetual use as residential
- The seller contacted the Airport regarding the purchase

Airport Compatibility Zone / Runway Protection Zone



Airport Layout Plan



51	PRIVATE OWNER	FEE SIMPLE / AVIGATION EASEMENT	35014.0111	0.33	EXISTING / PROPOSED RPZ

MAI Appraisal

The client in this assignment is Spokane International Airport Board. The intended user of this appraisal and appraisal report is Spokane International Airport Board and the Federal Aviation Administration (FAA), and no others. The sole intended use is to assist in purchase decisions.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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	May 27, 2026
Value Conclusion	**$300,000**

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

Questions?

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/29/2026		
Clerk's File #	RES 2026-0062		
Cross Ref #			
Project #			
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 PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION AUTHORIZING AIRPORT TO PURCHASE ON EAST		

Agenda Wording

JOINT CITY AND COUNTY RESOLUTION AUTHORIZING THE AIRPORT BOARD TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 35014.0111 (7102 EAST BRIDGEPORT)

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property. This is a Joint Resolution with Spokane County authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 35014.0111, residential property located generally at 7102 E. Bridgeport Avenue in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

Not applicable. Purchase of property.

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

Not applicable. Purchase of property.

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

Not applicable. Purchase of property.

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

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

The Spokane Airport Board reviewed and approved the property purchase on July 16, 2026.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List

rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: 2. RES 2026-0062
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 35014.0111	)	

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 July 16, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 35014.0111, residential property located generally at 7102 East Bridgeport Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of July 7, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;

2. That the Chief Executive Officer of the Airport, 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 PSA;

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

_____
Giaccobe Byrd, 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

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF JULY 7, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND ROY L. DAVIS ON BEHALF OF THE ESTATE OF LEROY A. DAVIS



City of Spokane / Spokane County Joint Resolution Authorizing

- A Utility Easement with Inland Power & Light
- The Purchase of Real Estate

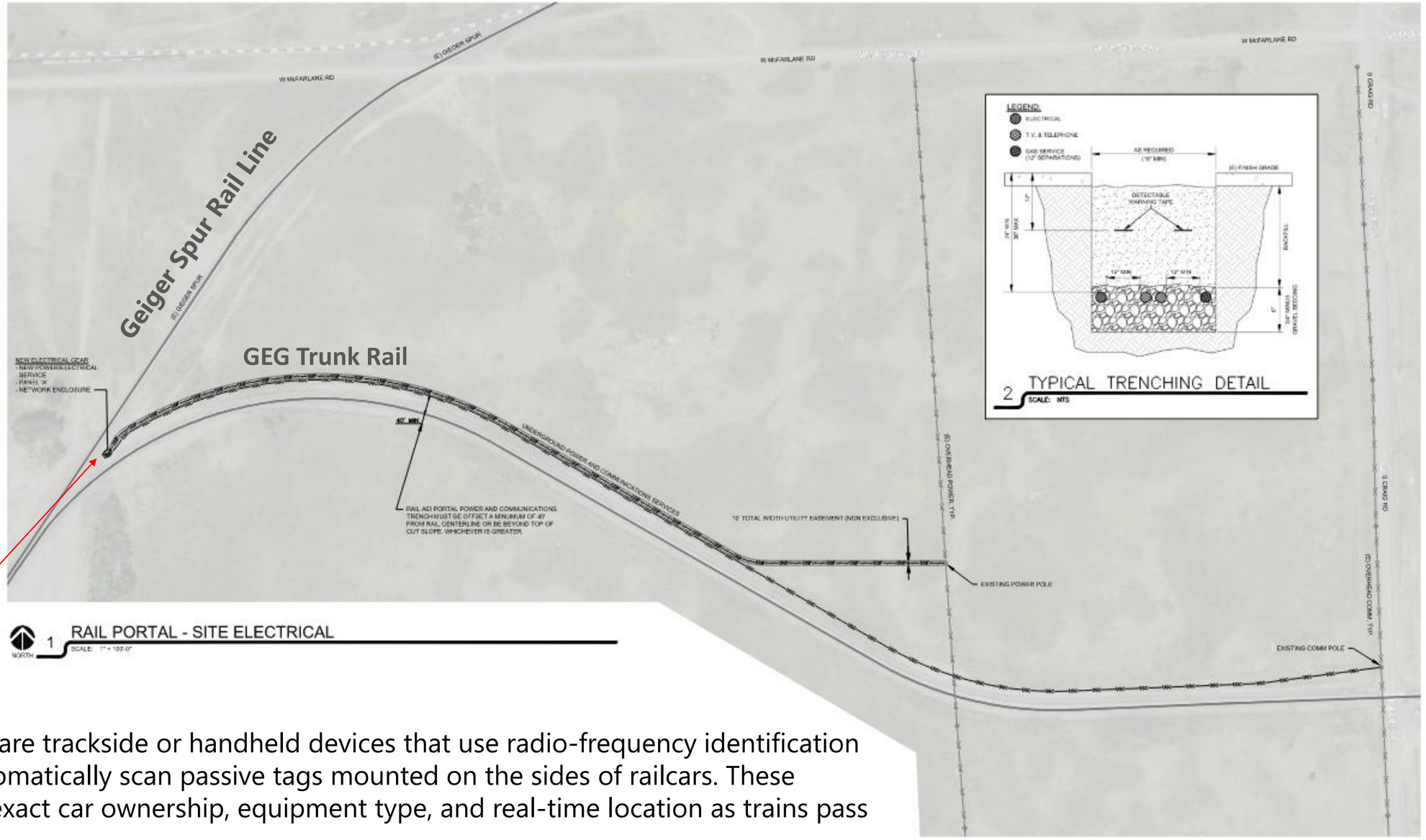
Spokane
International Airport

Rail-Truck Transload Facility – Inland Power & Light Co. Easement

The Transload Facility lies within Inland Power & Light's electrical Service Area. Electrical service was needed in two power a railcar reader, commonly known as Automatic Equipment Identification (AEI) readers and to provide electrical service to the Transload Facility.

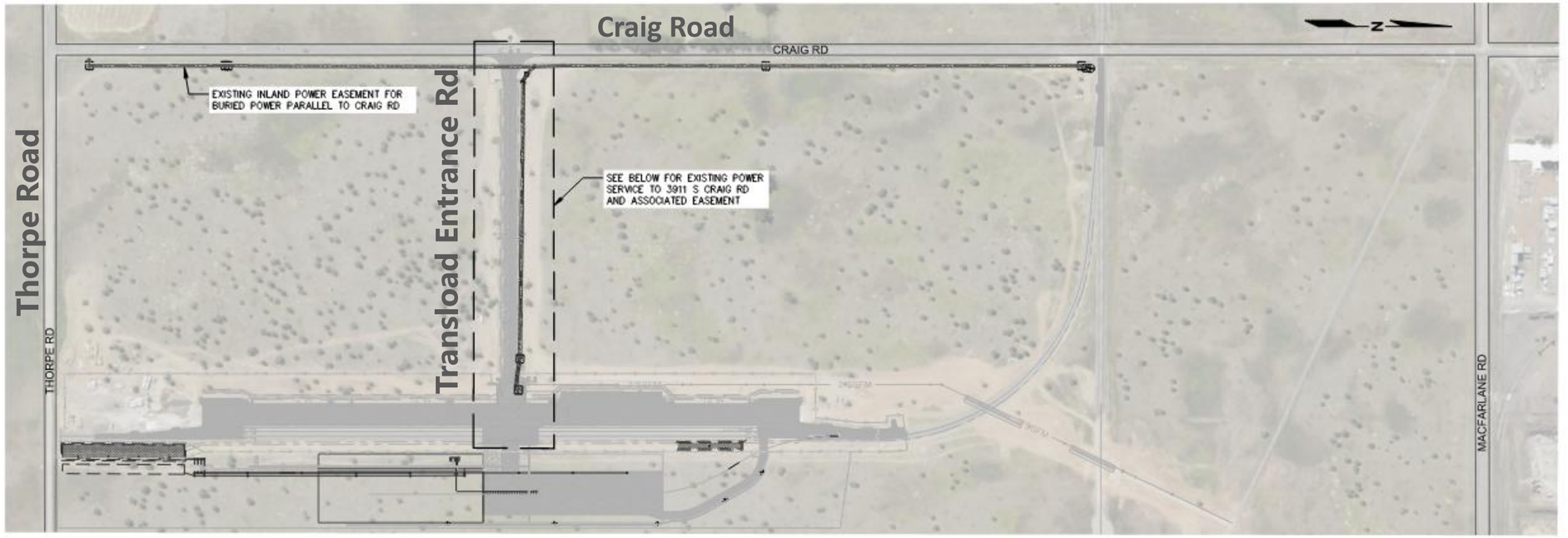


Rail-Truck Transload Facility – Inland Power & Light Co.

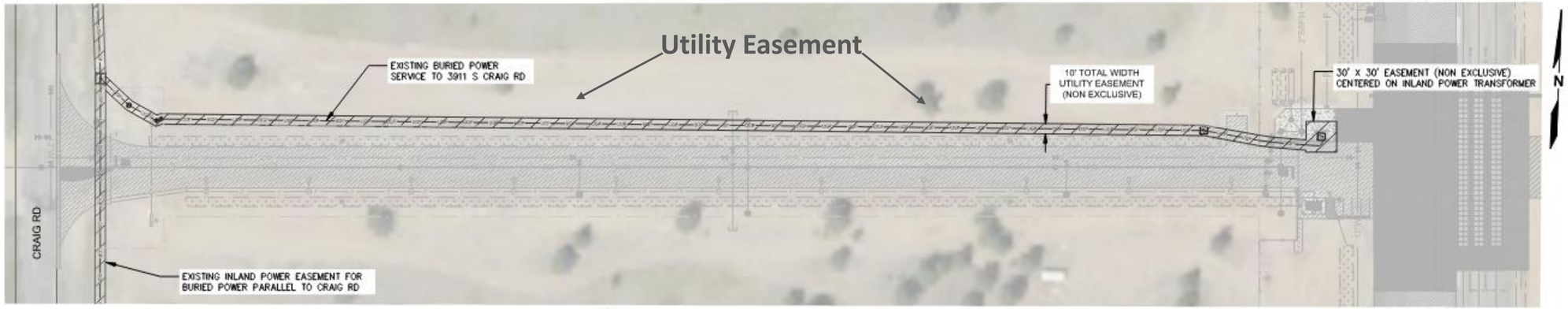


AEI readers, are trackside or handheld devices that use radio-frequency identification (RFID) to automatically scan passive tags mounted on the sides of railcars. These systems log exact car ownership, equipment type, and real-time location as trains pass

Rail-Truck Transload Facility – Inland Power & Light Co.

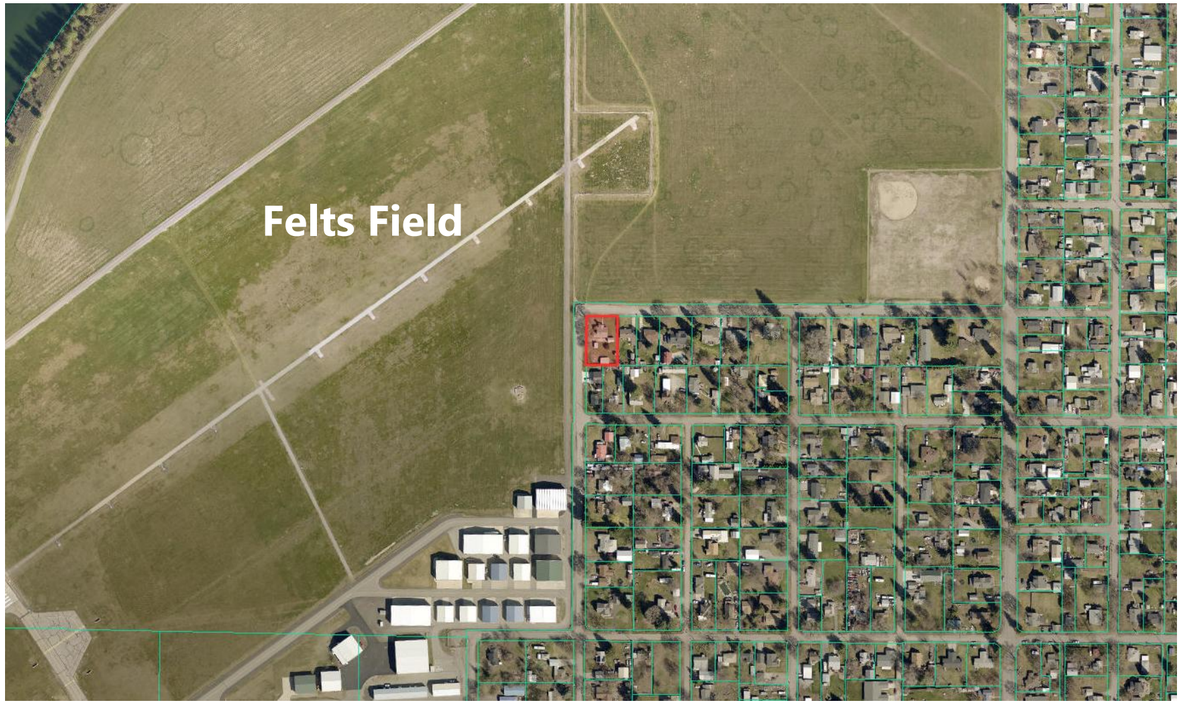


1 SIA TRANSLOAD FACILITY
SCALE: 1" = 200'



2 NEW INLAND POWER EASEMENT
SCALE: 1" = 50'

Davis Property Acquisition – 7102 E. Bridgeport

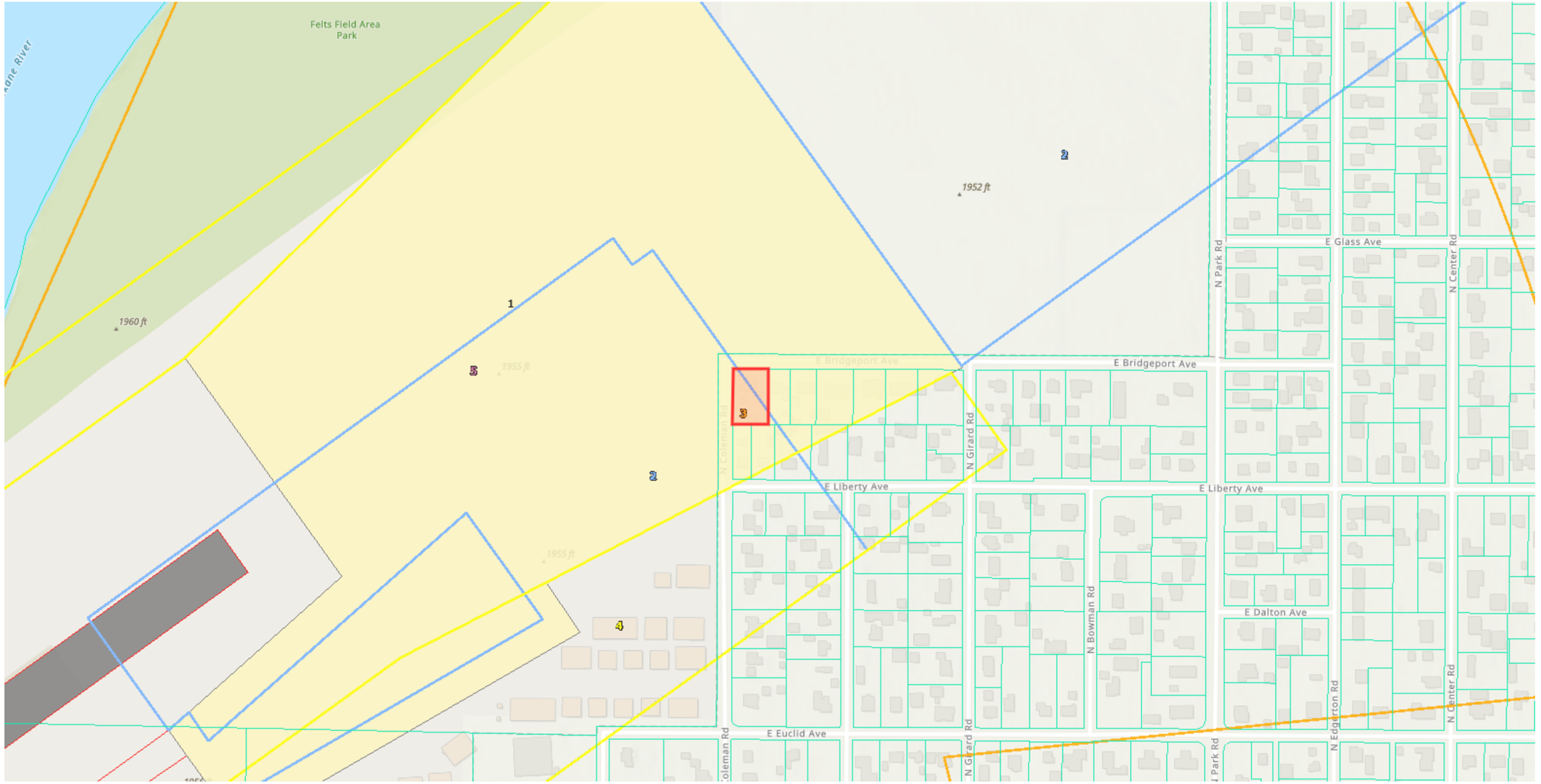


- Located at 7102 East Bridgeport Ave., (City of Spokane)
- Spokane County Tax Parcel, 35014.0111
- Parcel: (14,374.8 Square Feet)
- Fair Market Value determined by MAI Appraisal: $300,000 ($20.87 Per Square Foot)
- Purchase prince: $330,000 ($22.96 Per Square Foot)
- Within Airport Compatibility Zone 1 and in the Runway Protection Zone
- Zoning: Residential
    - The home is a two-bedroom, two-bath bungalow built in 1927 on a 14,400 SF lot directly across from Felts Field Airport. The main floor contains living, dining, and kitchen areas with one full bath. The partially finished basement includes a recreation room, laundry area, and an additional 2

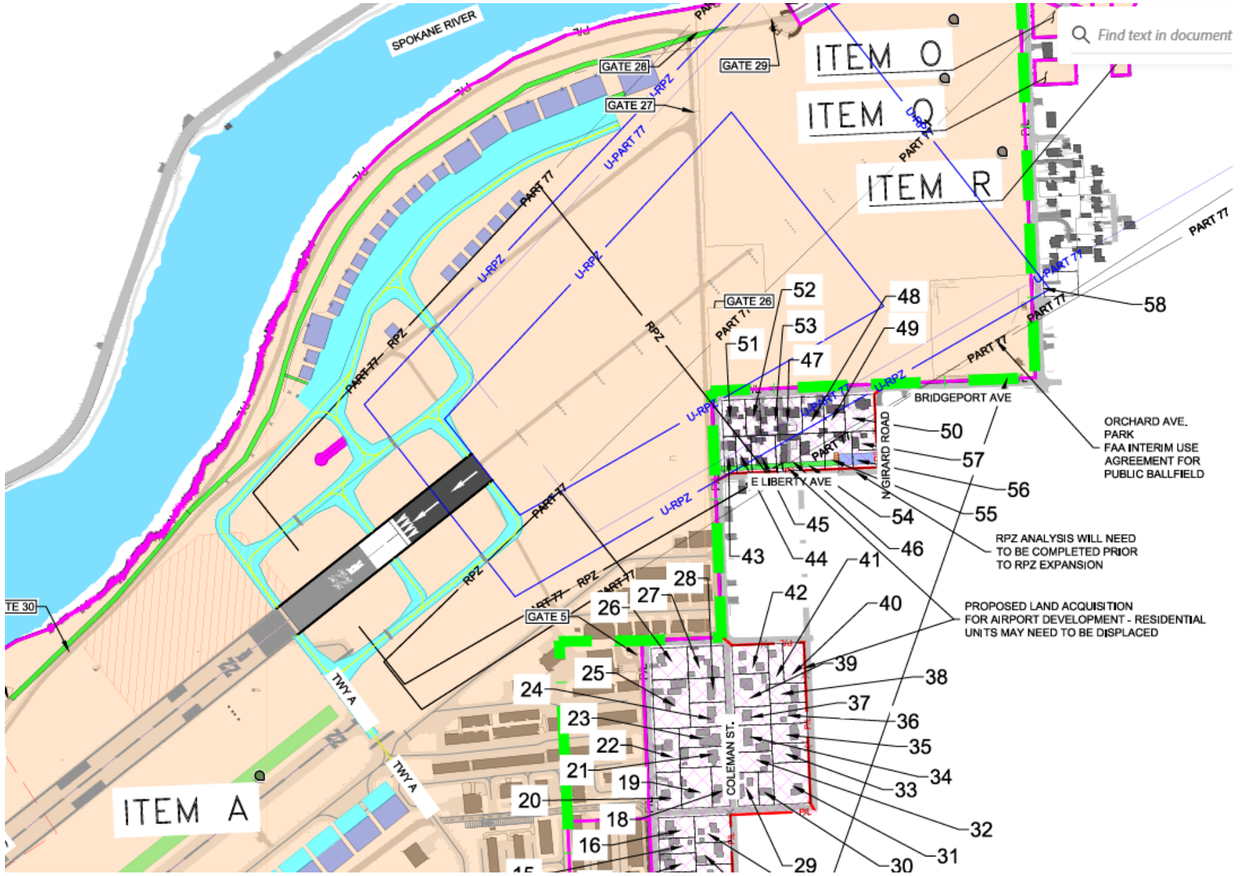
bathroom with a shower. Improvements include a detached one-car garage, a covered patio area, and a 432 SF detached "multipurpose building," a portion of which reportedly once served as a chicken coop.

    - Following the transaction's closing, the structures will be demolished.
- Clear Title
- Phase I Environmental Assessment unnecessary due to perpetual use as residential
- The seller contacted the Airport regarding the purchase

Airport Compatibility Zone / Runway Protection Zone



Airport Layout Plan



51	PRIVATE OWNER	FEE SIMPLE / AVIGATION EASEMENT	35014.0111	0.33	EXISTING / PROPOSED RPZ

MAI Appraisal

The client in this assignment is Spokane International Airport Board. The intended user of this appraisal and appraisal report is Spokane International Airport Board and the Federal Aviation Administration (FAA), and no others. The sole intended use is to assist in purchase decisions.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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	May 27, 2026
Value Conclusion	**$300,000**

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

Questions?

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/21/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	6/4/2026
Clerk's File #	ORD C36893
Cross Ref #	RES 2026-0050
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KTELIS
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	ORDINANCE FOR VACATING REBECCA STREET BETWEEN OLIVE AND ALKI

Agenda Wording

First reading of ordinance vacating Rebecca St. between Olive Ave & Alki Ave

Summary (Background)

Property owners adjacent to the Rebecca Street right-of-way have petitioned City Council for a vacation. The existing ROW is unimproved and is a dead end into the site due to a retaining wall and RR tracks to the north. The property owners wish to vacate in order to accommodate fencing in the site to help control access in and out of their properties.

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?

NA

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?

NA

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36893

An ordinance vacating Rebecca Street between Olive Avenue and Alki Avenue.

WHEREAS, a petition for the vacation of Rebecca Street between Olive Avenue and Alki Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Rebecca Street between Olive Avenue and Alki Avenue and located within the Southeast Quarter of Section 15, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the south 170 feet for the utility services of Lumen and Comcast to protect existing and future utilities.

Section 3. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rebecca Street by operation of law many years ago.

Section 4. An easement is reserved and retained over and through the entire vacation area for the utility services of Avista Utilities to protect existing and future utilities.

PASSED by the City Council on _____

_____

Council President

As amended on 8-18-26

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

As amended on 8-18-26



CITY OF SPOKANE

Right-of-way Description:
Rebecca Street betwen Olive Ave and Alki Ave

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 5/5/2026

Date April 8, 2026

I hereby make application for the vacation of N. Rebecca Street

from the north side E. Olive Ave. to the existing dead-end south of E. Alki Ave.

The reasons for the vacation are: Increased, secure storage for Property Owner 1

Public benefits to be derived from the vacation are: The road does not serve a public purpose. It is not maintained for public use and does not function as a through street.

Property Owner 1

Parcel Number 35154.1401

Proponent's (Record Owner's) Signature

Print Name Don Williams

Email don@mcturk.net Phone Number 509-535-7641

Office Use Lot Block Addition

Property Owner 2

Parcel Number 35154.1301

Proponent's (Record Owner's) Signature

Print Name Phil Lanzone

Email phil@spokanecold.com Phone Number

Office Use Lot Block Addition

Property Owner 3

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

Property Owner 4

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

Return completed application to:
City of Spokane, Development Services Center, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343

McClintock & Turk, Inc.

MECHANICAL CONTRACTORS & DESIGN BUILD

P.O. Box 3243 – 516 N. Sycamore – Spokane, WA 99220
MC-CL-IT*370NO – Public Works #11709-AAA-3
(509) 535-7641 – Fax (509) 535-8812
www.mcturk.net – don@mcturk.net

Date : April 8, 2026

Re : Vacation of Rebecca Road

The subject right-of-way is an abandoned and unimproved roadway segment located between two adjacent commercially zoned properties. The area is not maintained for public use and does not function as a through street or provide meaningful connectivity within the surrounding transportation network. There is no evidence of regular vehicular traffic, and the roadway does not serve a current public purpose.

The adjoining property owners have mutually agreed to vacate the unused right-of-way. The owner of the adjacent parcel (Property Owner 2) has voluntarily consented to transfer their interest in the vacated area to Property Owner 1 through a signed agreement. As part of this arrangement, Property Owner 2 will retain an easement for access to ensure continued functionality and reasonable use of their property.

Property Owner 1 intends to incorporate the vacated area into their existing commercial site and utilize it for secure storage of job trailers and related equipment. This use is consistent with the surrounding commercial zoning and will enhance site organization and security. The proposed vacation will not adversely impact access, circulation, or utility services, as no public access is currently provided or relied upon.

Vacating this right-of-way will eliminate an unnecessary public maintenance obligation while allowing for productive private use of the land. Given the lack of public benefit, the mutual agreement between property owners, and the provision of an access easement, the proposed vacation is reasonable, justified, and in alignment with the best interests of the City.

Respectfully Submitted,

McClintock & Turk, Inc.

Don Williams



President

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
6/1/2026

LOCATION: Rebecca between Alki Ave and Olive Ave

PROPONENT: McClintock & Turk, Inc

PURPOSE: Road is blocked by RR on north and isn't a through street. Property owners would like to fence and utilize the area.

HEARING: August 26, 2026

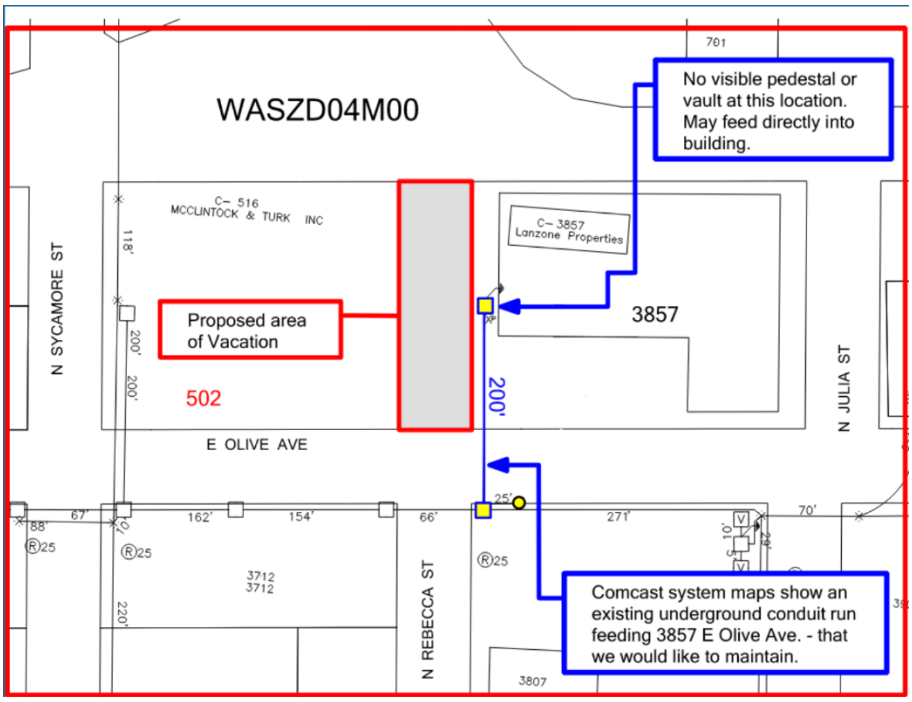
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – It appears that we do have some utilities within the stretch of RW. An easement covering the south 170' should be sufficient to cover our existing facilities.

COMCAST – Comcast is not impacted by this project

Comments 2 - I fielded this location and didn't see anything visible (of Comcast's) located in the proposed vacation area.
However, our internal system maps show that we have an existing 200' underground conduit that may feed through the proposed vacation (to serve 3857 E Olive Ave).
Comcast would like to retain access to this buried conduit for maintenance purposes, but we have no opposition to the area being fenced, secured, or vacated.
It would be greatly appreciated if you could reserve an easement for our facilities in the vacation ordinance.



EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No known LSN facilities found in the area or at this location.

LUMEN – CenturyLink of Nevada, LLC (“CenturyLink”) has reviewed the request for the subject vacation and has determined that in order to protect its facilities CenturyLink must reserve its rights. Please save and except an easement to CenturyLink over the following area/s:
A portion of Public Right-of-way, as further described and/or depicted on the Attached Exhibit A, said exhibit A” attached hereto and incorporated by this reference.

Exhibit A



PORT OF WHITMAN – No comments

TDS TELECOM – TDS doesn't have existing or proposed infrastructure in this area so have no issue with the vacation.

VERIZON/MCI Metro - No comments

PHILLIPS 66 PIEPLINE – Phillips 66 does not have any utilities within the project vicinity.

UNION PACIFIC RAILWAY – Comments received stating, "*No Comments.*"

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING – There do not appear to be an addresses of the proposed vacation area. Addressing has no concerns.

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No concerns

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - Fire Dept. apparatus access onto the proposed vacated portion of Rebecca Street is required for compliant access around both of the adjacent buildings. If fencing is installed, a minimum 14' wide gate would be required, and shall be inset a minimum of 48' from the street (SMC 17F.080.030.C.4.b).

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT – The Street Department has no comment at this time.

WASTEWATER MANAGEMENT – WWM has no assets in the area. Therefore, provided onsite runoff is treated and maintained on site, we have no objections to the vacation.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Lumen, Avista Utilities, and Comcast shall be retained over the south 170 feet of the vacation area to protect existing and future utilities.

2. If fencing is installed, it shall be set back a minimum of 48’ from the street and have a gate 14’ wide or larger that Fire can access.

3. The existing water meter serving the building with the address of 3857 E Olive Ave, will need to be moved to the north line of Olive Ave.

4. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rebecca St. by operation of law many years ago as recommended by City Staff.

Eldon Brown, P.E.
Principal Engineer – Developer Services

Edith W. Dunn

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/22/2026
Clerk's File #	ORD C36921
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	ADAM 6769
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	MODERNIZING AND STREAMLINING CITY OF SPOKANE FINANCIAL FUNDS

Agenda Wording

An ordinance modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

What impacts would the proposal have on historically excluded communities?

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

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 ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure. There is no additional data collected.

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

There is no additional data collected.

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	YATES, MAGGIE		

Distribution List	
jstratton@spokanecity.org	

ORDINANCE NO. C36921

An ordinance modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain

Section 1. That Chapter 07.08 of the Spokane Municipal Code is hereby repealed.

Section 2. That Section 04.31.060 of the Spokane Municipal Code is hereby repealed.

Section 3. That Section 04.31C.060 of the Spokane Municipal Code is hereby repealed.

Section 4. That there is adopted a new Chapter 07.08A of the Spokane Municipal Code to read as follows:

Chapter 07.08A Funds

Article I General Fund
- 07.08A.100 General Fund
- 07.08A.110 General Fund Reserves

Article II Special Revenue Funds
- 07.08A.200 Special Revenue Funds Defined
- 07.08A.201 American Rescue Plan Fund
- 07.08A.202 BuildSpokane Fund
- 07.08A.203 Cannabis Excise Tax Fund
- 07.08A.204 Code Enforcement Fund
- 07.08A.205 Community Development Funds
- 07.08A.206 Community Safety Fund
- 07.08A.207 Criminal Justice Assistance Fund
- 07.08A.208 Domestic Violence Prevention Fund
- 07.08A.209 Emergency Rental Assistance Fund
- 07.08A.210 Fire/Emergency Medical Services Fund
- 07.08A.211 Forfeitures and Contributions Fund
- 07.08A.212 HEART Fund
- 07.08A.213 Historic Preservation Incentives Fund
- 07.08A.214 Home Entitlement Program Fund
- 07.08A.215 Hotel/Motel Tax Fund
- 07.08A.216 Legal Services and Relocation Fund
- 07.08A.217 Parking System Fund
- 07.08A.218 Paths and Trails Fund

07.08A.219 Pension Contributions Fund
07.08A.220 Public Art Project Fund
07.08A.221 Public Safety Personnel and Crime Reduction Fund
07.08A.222 Real Estate Excise Tax Funds
07.08A.223 Residential Rental Property Eviction Prevention and Mitigation Fund
07.08A.224 Spokane Parks and Recreation Fund (Park Fund)
07.08A.225 Spokane Parks and Recreation Capital Projects Fund (Parks Capital Projects Fund)
07.08A.226 Spokane Public Library Fund (Library Fund)
07.08A.227 Spokane Safe Streets Fund
07.08A.228 Spokane United 911 Network Fund
07.08A.229 Street Operations and Maintenance Fund
07.08A.230 Transportation Benefit District Fund

Article III Capital Project Funds
07.08.A.300 Capital Projects Funds
07.08.A.310 Arterial Street Fund

Article IV Debt Service Funds
07.08A.400 Debt Service Funds Defined
07.08A.410 General Obligation Bond Redemption Fund
07.08A.420 Iron Bridge TIF Debt Service Fund
07.08A.430 Special Assessment Debt Fund
07.08A.440 Special Assessment Guaranty Fund
07.08A.450 University District LRF Fund

Article V Enterprise Funds
07.08A.500 Enterprise Funds Defined
07.08A.510 Development Services Fund
07.08A.520 Golf Fund
07.08A.530 Integrated Capital Management Fund
07.08A.540 Solid Waste Fund
07.08A.550 Water-Wastewater Fund
07.08A.560 Water-Wastewater Revenue Bond Fund

Article VI Internal Service Funds
07.08A.600 Internal Service Funds Defined

Article VII Fiduciary Funds
07.08A.700 Fiduciary Funds Defined
07.08A.710 Employees' Retirement Fund
07.08A.720 Firemen's Pension Fund
07.08A.730 Parking and Business Improvement Area Funds
07.08A.740 Police Relief and Pension Fund

Article I. General Fund

Section 07.08A.100 General Fund

There is established a “General Fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the General Fund.

Section 07.08A.110 General Fund Reserves

A. There is established within the General Fund a Revenue Stabilization Account, which shall consist of a specific portion of the unappropriated General Fund balance as determined by this section and which shall be used for the revenue stabilization for future City operations and to fund ordinary and ongoing City activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in General Fund revenues. The Revenue Stabilization Account and other dedicated reserve accounts listed in this section shall be funded as follows.

   1. At the conclusion of each and every fiscal year, that year’s positive General Fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:

      a. Contingency reserve account;

      b. Revenue stabilization account;

      c. Strategic reserve account.

   2. Additional funds may be added to the Revenue Stabilization Account during the ensuing fiscal year when approved by the City Council.

   3. The targeted funding level for the Revenue Stabilization Account shall initially be three and one-half percent (3.5%) of current-year budgeted General Fund revenues.

      a. Annually during each budget cycle, the Chief Financial Officer, or designee, shall report to the City Council on the Revenue Stabilization Account, including current and proposed future funding levels consistent with revenue growth projected in the City’s long-term General Fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis

and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.

b. Disbursements from the Revenue Stabilization Account may be made to mitigate a General Fund revenue shortfall deemed by the City Council, in consultation with the Chief Financial Officer or designee, to meet the following criteria:

    i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year General Fund projection for the immediate year; and

    ii. The revenue shortfall is expected to persist through the end of the fiscal year; and

    iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

c. Disbursements from the Revenue Stabilization Account may include amounts budgeted in the General Fund to supplement revenue shortfalls that occur in other City funds.

d. Appropriation from the Revenue Stabilization Account is by the standard special budget ordinance procedure.

C. There is established within the General Fund a Contingency Reserve Account, which shall consist of a specific portion of the unappropriated General Fund balance.

1. Annual allocations to the Contingency Reserve Account shall be in accordance with this section.

2. Additional funds may be added to the Contingency Reserve Account in such amounts and at such additional times during the ensuing fiscal year when approved by the City Council.

3. The targeted funding level within the Contingency Reserve Account shall be ten percent (10%) of current-year budgeted General Fund expenditures.

During each budget cycle, the Chief Financial Officer, or designee, shall report to the City Council on the Contingency Reserve Account, including current and estimated future funding levels consistent with the City's long-term General Fund financial forecast. This

annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the Contingency Reserve Account are for the purpose of meeting extraordinary expenditures as deemed by the City Council, in consultation with the Chief Financial Officer or designee, to meet the following criteria:

    a. Unforeseen circumstances arising after the adoption of the annual budget that require an unavoidable and non-continuing allocation; or

    b. Unforeseen emergency threatening the health and/or safety of city residents; or

    c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or

    d. Significant operating efficiencies can be achieved, resulting in clearly identified near-term and offsetting cost savings.

5. Appropriation from the Contingency Reserve Account is by the standard special budget ordinance procedure.

D. There is established within the General Fund a Strategic Reserve Account, which shall consist of a specific portion of the unappropriated General Fund balance.

1. Annual allocations to the Strategic Reserve Account shall be in accordance with this section.

2. Additional funds may be added to the Strategic Reserve Account during the year when approved by the City Council.

3. The targeted funding level within the Strategic Reserve Sccount shall initially be 1% of current year budgeted general fund expenditures.

4. Disbursements from the Strategic Reserve Account may be made for the following purposes.

    a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or

    b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.

5. Appropriation from the Strategic Reserve Account is by the standard special budget ordinance procedure, or funds may be appropriated as part of the annual budget process.

E. During such time that the Revenue Stabilization, Contingency Reserve, and Strategic Reserve accounts are at the targeted funding levels, any unappropriated

fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

F. The transfers required by this section shall be accomplished as part of the year-end closing process.

G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.

    1. The City shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered General Fund balance.

    2. This fund threshold shall include the aforementioned revenue Stabilization, Contingency, and Strategic Reserve funds and subsequent mentioned tactical reserve balance.

    3. There is established within the General Fund reserve balance a tactical unassigned reserve balance, which shall consist of all General Fund reserve balances that exceed the aforementioned Contingency Reserve, Revenue Stabilization, and Strategic Reserve balances to be utilized for tactical unexpected expenditures.

H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in this section, the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.

    1. 2% minimum replenishment shall be explicitly identified in the annual budget.

    2. The replenishment of funds to the 25% target must occur within five years or less.

    3. The replenishment fund schedule in this section can be paused (and extended) during times where the City has seen a decrease in General Fund sales tax revenue from prior year(s)

    4. If these thresholds are to go unmet or the replenishment schedule is to be paused, the City Council shall affirm such action by resolution no later than December 15 of each year.

Article II. Special Revenue Funds

Section 07.08A.200 Special Revenue Funds Defined

This article collects special revenue funds, which are used to account for the proceeds of specific revenue sources or to finance specified activities as required by law or regulation.

Section 07.08A.201 American Rescue Plan Fund

There is established a special revenue fund to be known as the “American Rescue Plan Fund,” into which shall be deposited the City of Spokane’s direct allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021, for the purpose of supporting the local recovery efforts from the economic and health effects of the COVID-19 pandemic.

Section 07.08A.202 BuildSpokane Fund

A. There is established a special revenue fund to be known as the “BuildSpokane Fund” into which shall be deposited funds generated from the local sales and use tax for affordable housing and supportive services codified in Chapter 08.07B SMC.

B. The funds shall be used consistent with the provisions of Chapter 08.07B SMC and RCW 82.14.540

Section 07.08A.203 Cannabis Excise Tax Fund

A. There is established a special revenue fund entitled the "Cannabis Excise Tax Fund” into which shall be paid all funds received by the City of Spokane pursuant to RCW 69.50.540.

B. As provided in the annual budget, the "Cannabis Excise Tax Fund” is appropriated as follows:

    1. No less than $500,000 shall be appropriated on an annual basis to the general fund for support of the Spokane Police Department; and

    2. The balance of the Cannabis Excise Tax Fund shall be appropriated to provide for drug abuse prevention, education and general drug enforcement.

C. The City Council may also provide for additional revenues to be paid into the Cannabis Excise Tax Fund from time to time from any available funds of the City.

Section 07.08A.204 Code Enforcement Fund

A. There is established a special revenue fund entitled Code Enforcement Fund into which shall be paid all revenues derived from code enforcement operations.

B. The Code Enforcement Fund is appropriated to salaries and wages, maintenance and operations, debt service, and capital improvements. The City Council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

C. Seventy percent (70%) of all business registration fees received by the City that include at least one registration for a residential rental unit, including any annual per residential rental unit fees, shall be appropriated to the Code Enforcement Fund. Funds received under this subsection shall be used exclusively to fund the City of Spokane Residential Rental Registry and the expenses related to the investigation, enforcement, and housing navigation services related to the state and municipal laws related to the habitability and safety of residential rental units and laws governing the relationships between landlords and tenants for properties located within the city of Spokane.

Section 07.08A.205 Community Development Funds

A. There are established separate special revenue funds known as “Community Development Funds” as may be required for the proper administration of Community Development Block Grant (CDBG) moneys.

B. The Community Development Funds shall be used exclusively for the execution and operation of Community Development Block Grant (CDBG) projects and programs as allowed under the U.S. Department of Housing and Urban Development (HUD).

Section 07.08A.206 Community Safety Fund

A. There is established a special revenue fund known as the “Community Safety Fund” into which shall be deposited all funds received from the increase in the sales and use tax approved by the City of Spokane electorate and provided by RCW 82.14.450 for the enhancement of community safety functions and operations pursuant to Resolution 2024-0067.

B. The retail purchase of food, prescription drugs, motor vehicles, and all other sales and use tax exemptions adopted in state law shall also be exempted from the community safety sales and use tax provided by RCW 82.14.450.

C. The collection of the additional sales and use tax authorized by the City of Spokane electorate pursuant to Resolution 2024-0067 shall expire no later than December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election.

D. Should the increase in the sales and use tax provided by RCW 82.14.450 not be approved by the City of Spokane electorate, then this section is automatically repealed.

Section 07.08A.207 Criminal Justice Assistance Fund

A. There is established a special revenue fund known as the "Criminal Justice Assistance Fund," into which shall be deposited revenue received by the City from the State of Washington pursuant to pursuant to chapter 1, Laws of 1990, 2nd ex. sess., as amended (RCW 82.14.300 et seq.).

B. Revenue to the fund shall only be expended for purposes allowed by RCW 82.14.320 and RCW 82.14.330.

Section 07.08A.208 Domestic Violence Prevention Fund

There is established a special revenue fund to be known as the “Domestic Violence Prevention Fund” into which shall be deposited funds generated from the penalty assessments issued pursuant to RCW 10.99.080, as well as other available funds. The fund will be used consistent with the provisions of RCW 10.99.080(2), which includes establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs.

Section 07.08A.209 Emergency Rental Assistance Fund

A. There is established a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.

B. The Emergency Rental Assistance Fund shall be used consistent with the provisions of the Act as currently adopted or as may be subsequently amended, which includes assisting existing or newly created rental assistance programs to eligible households unable to pay rent and utilities due to the COVID-19 pandemic, which shall include utility and home energy costs.

Section 07.08A.210 Fire/Emergency Medical Services (Fire/EMS) Fund

A. There is established a special revenue fund known as the “Fire/Emergency Medical Services Fund (Fire/EMS Fund)” into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of providing emergency medical services pursuant to RCW 84.52.069 and Ordinance C28511.

B. The Fire/EMS Fund may be accumulated or expended only for purposes included in RCW 84.52.069.

Section 07.08A.211 Forfeitures and Contributions Fund

A. There is established a special revenue fund to be known as the “Forfeitures and Contributions Fund” into which will be placed moneys that are received from drug investigations, donations made to the Spokane Police Department, and auction proceeds to the Property Evidence Facility.

B. Moneys in the fund shall only be expended for purposes prescribed by state law and SMC Chapter 08.19.

Section 07.08A.212 HEART Fund

A. There is established a special revenue fund to be known as the “HEART Fund” into which shall be deposited funds generated from the 0.1.% local sales and use tax for affordable housing and supportive services codified in Chapter 08.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 08.07C SMC and RCW 82.14.530.

Section 07.08A.213 Historic Preservation Incentives Fund

A. There is established a special revenue fund to be known as the “Historic Preservation Incentives Fund” into which shall be deposited funds received by the City in payment for demolition permits.

B. Money in this fund shall be disbursed on the recommendation of the City’s Historic Preservation Officer, and pursuant to an historic preservation incentive program established by the Spokane City/County Historic Landmarks Commission and approved by the City Council by ordinance.

Section 07.08A.214 HOME Entitlement Program Fund

A. There is established a special revenue fund known as the "HOME Entitlement Program Fund" into which all money received by the City under the U.S. Department of Housing and Urban Development HOME Grant Program shall be deposited.

B. Money in this fund shall be disbursed under approved agreements in accordance with federal program regulations.

Section 07.08A.215 Hotel/Motel Tax Fund

A. There is established a special revenue fund to be known as the “Hotel/Motel Tax Fund” into which shall be placed all moneys received from the transient accommodations tax levied by SMC 08.08.010.

B. Moneys deposited into this fund may be accumulated or expended for purposes prescribed by RCW 67.28.

Section 07.08A.216 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the “Legal Services and Relocation Fund” into which shall be paid two percent of all revenue collected pursuant to SMC 08.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program.

B. As provided in the budget, the “Legal Services and Relocation Fund” is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The City Council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 07.08A.217 Parking System Fund

A. There is established a special revenue fund to be known as the “Parking System Fund.” All City parking revenue from on and off-street systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the General Fund, shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the Municipal Court parking violations program from the prior calendar year, shall be transferred from the General Fund to the Parking System Fund.

B. Money deposited into the Parking System Fund shall be accumulated or expended to pay for operations and maintenance of the City of Spokane parking system, to include parking enforcement and collections, the parking violation system, and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the city.

C. City Council priorities for expenditures from the Parking System Fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the resident, visitor, or worker and the built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian

lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of common areas, which contribute to the overall experience within the Paid Parking Zone.

D. Any available funds in the Parking System Fund shall first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

Section 07.08A.218 Path and Trails Fund

There is established a special revenue fund to be known as the "Path and Trails Fund" to be used as a fund for the receipt of revenues for projects related to path and trail work, subject to the provisions of RCW 47.30.

Section 07.08A.219 Pension Contributions Fund

There is established a special revenue fund to be known as the "Pension Contributions Fund" to be used as a fund for the receipt of moneys designated by the state of Washington pursuant to RCW 41.16.050 and RCW 41.20.130 for taxes, fees, and other moneys dedicated for police and firefighter pensions. Amounts collected will be expended for pension contributions and transferred to the Firemen's Pension Fund and the Police Relief and Pension Fund.

Section 07.08A.220 Public Art Project Fund

A. There is created a fund to be known as the "Public Art Project Fund" into which all funds received by the City from such sources as federal and state grants, public or private contributions, transfers from other funds as may be directed by City Council under appropriate ordinances, or any other funds designated for use in carrying out the projects approved by the City Council pursuant to SMC 07.06.425 as recommended by the Spokane Arts Commission shall be deposited.

B. The term "projects" as herein used does not include operating expenses of the Arts, Culture, and Historic Preservation Department, which are included as operating revenues and expenditures within the general fund.

C. Funds deposited into the fund may be accumulated or expended for municipal purposes of furthering the visual arts and cultural development of the City.

D. Moneys to be expended from this fund shall be appropriated in the regular City budget, and such moneys may either be directly disbursed or reimbursed to other funds upon proper and usual accounting by the chief financial officer.

Section 07.08A.221 Public Safety Personnel and Crime Reduction Fund

A. There is established a special revenue fund known as the “Public Safety Personnel and Crime Reduction Fund” into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional Spokane Police Department and Spokane Fire Department personnel and funding crime reduction programs.

B. The “Public Safety Personnel and Crime Reduction Fund” may be accumulated or expended only for the following purposes:

    1. Spokane Police Department personnel;

    2. Spokane Fire Department personnel; and

    3. Crime reduction programs.

Section 07.08A.222 Real Estate Excise Tax Funds

A. Real Estate Excise Tax – First Quarter Percent – REET 1

    1. Under the authority of RCW 82.46.010(2) there is established a special revenue fund to be known as the “Real Estate Excise Tax 1 Fund” which shall be distinguished as “REET 1”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by SMC 08.14.010(A).

    2. Moneys in the Real Estate Excise Tax 1 Fund may be accumulated or expended for the purposes of providing funding for the maintenance of capital facilities and financing of capital projects as defined in RCW 82.46.010 and as specified in a Capital Facilities Plan element of the City of Spokane Comprehensive Plan.

B. Real Estate Excise Tax – Second Quarter Percent – REET 2

    1. Under the authority of RCW 82.46.035(2) there is established a special revenue fund to be known as the “Real Estate Excise Tax 2 Fund” which shall be distinguished as “REET 2”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by SMC 08.14.010(B).

    2. Money in the Real Estate Excise Tax 2 Fund may be accumulated or expended for the purposes of financing capital projects as defined in RCW 82.46.035 and as specified in the Capital Facilities Plan element of the City of Spokane’s Comprehensive Plan developed under the Growth Management Act.

Section 07.08A.223 Residential Rental Property Eviction Prevention and Mitigation Fund

A. There is established a special revenue fund entitled the “residential rental property eviction prevention and mitigation fund” into which shall be paid 10% of fees from business registrations that have at least one listed residential rental property.

B. As provided in the adopted budget, the “residential rental property eviction prevention and mitigation fund” is appropriated to support the eviction prevention program authorized under SMC 10.57.210. The “residential rental property eviction prevention and mitigation fund may also provide for payment of repairs of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their rent or damage deposit, and where damage occurs through no fault of the landlord. as established by SMC 10.57.080. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City, including an initial investment of startup money.

Section 07.08A.224 Spokane Parks and Recreation Fund (Park Fund)

A. There is established a special revenue fund to be known as the “Park Fund” into which shall be placed all revenues earned and moneys received from the operation of all Spokane Parks and Recreation facilities, all money budgeted, appropriated, or allocated thereto, and all gifts, devises, bequests of money or property, either real or personal, received by the Park Board from any source.

B. The Park Fund shall be used exclusively for the payment of all costs incurred with respect to the operation of the park system.

Section 07.08A.225 Spokane Parks and Recreation Capital Projects Fund

A. There is established a special revenue fund to be known as the “Parks Capital Projects Fund” and shall be used for capital purposes of the Spokane Parks and Recreation Division only.

B. The money in the Parks Capital Projects Fund may be allowed to accumulate year to year until the City Council shall determine to expend the money in the fund for the purpose or purposes specified. Any money in said fund shall never be expended for any other purpose or purposes than those specified without an approving vote by a majority of the electors of the City at a general or special election voting on a proposal submitted to the electors to allow other specified uses to be made of said fund.

C. An item for the Parks Capital Projects Fund may be included in the City’s budget or estimate of amounts required to meet public expense for the ensuing year and

a tax levy made within the limits and as authorized by law for said item; and said item and levy may be repeated from year to year until the amount required for the specified purpose or purposes has been raised or accumulated. Any money in said fund at the end of the fiscal year shall not lapse nor shall the same be a surplus available or which may be used for any other purpose or purposes than those specified, except as provided in subsection (B) of this section.

Section 07.08A.226 Spokane Public Library Fund (Library Fund)

A. There is established a special revenue fund for the Spokane Public Library to be known as the "Library Fund" into which shall be placed all revenues earned and moneys received from the operation of all Spokane Public Library facilities, all money budgeted, appropriated, or allocated thereto, all funds generated from the sale of Spokane Public Library property, either real or personal, and all gifts, devises, bequests of money or property, either real or personal, received by the Spokane Public Library Board of Trustees from any source.

B. The Library Fund shall be used exclusively for the payment of all costs incurred with respect to the operation of the Spokane Public Library, including capital outlay.

Section 07.08A.227 Spokane Safe Streets for All Fund

A. Establishment of Fund. There is established a special revenue fund, to be known as the Spokane Safe Streets for All Fund (the "Safe Streets for All Fund") into which shall be deposited funds from automated traffic safety camera infractions in excess of the direct administrative costs of the automated traffic safety camera program. The Safe Streets for All Fund will be used to pay for operational expenses directly related to the automated traffic safety camera program, as are approved by the City Council by resolution or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63:

    1. Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;

    2. Operational expenses with a demonstrable connection to pedestrian and bicycle safety;

    3. Sidewalk repair and safety programs;

    4. Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;

    5. Funding of engineering and project personnel to ensure the timely design and construction of safety infrastructure;

6. Implementation of programs, including grant applications, that follow the USDOT "Safe System Approach," including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;

7. Implementation of adaptive design strategies into the City's transportation infrastructure; and

8. Such other measures, programs and improvements approved by the City Council and permitted by state law.

B. Appropriations from the Spokane Safe Streets for All Fund. Funds from the Safe Streets for All Fund shall be appropriated by the city council as part of the City budget, pursuant to a special budget ordinance, or both. In making appropriations, the City Council may consider recommendations of the City of Spokane Transportation Commission and Neighborhood Councils with regard to projects and priorities. When feasible, all appropriations from the Safe Streets for All Fund shall be approved by the City Council no later than April 1 of the year in which such funds are to be encumbered.

C. Minimum Allocation to Specified Census Tracts. Expenditures from the Safe Streets for All Funds shall be consistent with the allocation requirements in RCW 46.63.220 (13)(b) as amended from time to time.

Section 07.08A.228 Spokane United 911 Network

There is established a special revenue fund to be known as the "Spokane United 911 Network Fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 07.08A.229 Street Operations and Maintenance Fund

There is established a special revenue fund to be known as the "Street Operations and Maintenance Fund" from which all expenditures shall be made for street maintenance and operational purposes.

Section 07.08A.230 Transportation Benefit District Fund

A. There is established a special revenue fund to be known as the "Transportation Benefit District Fund" into which shall be deposited funds from vehicle fees collected by the State Department of Licensing pursuant to RCW 82.80.140 and RCW 36.73.060, and SMC Chapter 08.16.

B. The Transportation Benefit District Fund" shall be used to pay for transportation improvements authorized pursuant to Chapter 36.73 RCW and SMC Chapter 08.16.

Article III. Capital Project Funds

Section 07.08A.300 Capital Projects Funds

There are established separate capital project funds known as "Capital Projects Funds" for the purpose of accounting for financial resources used for the acquisition of capital facilities other than those financed by special assessments and enterprise funds.

Section 07.08A.310 Arterial Street Fund

A. There is established a capital project fund to be known as the "Arterial Street Fund".

B. The Arterial Street Fund shall be credited with all applicable state gas tax allocated to the City, funds contributed by the City, and any other funds that may from time to time be authorized to be placed therein.

C. The Arterial Street Fund shall be used exclusively for the construction, improvement, and repair of the arterial streets and for any other legally approved street use in the City, and all expenditures from said fund shall be made in accordance with the provisions of the laws of the State of Washington.

Article IV. Debt Service Funds

Section 07.08A.400 Debt Service Funds Defined

This article collects the debt service funds, which are used to account for the accumulation of resources to pay general long-term debt principal and interest.

Section 07.08A.410 General Obligation Bond Redemption Fund

There is established a fund to be designated the "General Obligation Bond Redemption Fund" for the purpose of paying principal and interest payments on the City's unlimited general obligation bonds and certain limited obligation bonds.

Section 07.08A.420 Iron Bridge TIF Debt Service Fund

There is established a debt service fund to be known as the "Iron Bridge TIF Debt Service Fund" into which shall be deposited property taxes related to improved property contained

in the Iron Bridge Tax Increment Financing District. The fund shall be used to accumulate these resources to pay for general long-term debt principal and interest related to the district.

Section 07.08A.430 Special Assessment Debt Fund

There is established a fund of to be designated the “Special Assessment Debt Fund” for the purpose of paying principal and interest payments on local improvement district bonds after the completion of the improvement project.

Section 07.08A.440 Special Assessment Guaranty Fund

A. There is established in the City a fund to be designated the “Special Assessment Guaranty Fund” for the purpose of guaranteeing, to the extent of the fund, the payment of its local improvement bonds and warrants issued to pay for any local improvement.

B. Interest and earnings from the fund shall be paid into the fund.

C. Whenever any sum is paid out of said Special Assessment Guaranty Fund on account of principal or interest of a local improvement bond or warrant, the City, as trustee of the fund, shall be subrogated to all the rights of the holder of the bond or interest coupon or warrant so paid, and the proceeds thereof, or of the underlying assessment, shall become part of the guaranty fund.

D. If any Special Assessment Guaranty Fund guaranteed by this fund has a surplus remaining after the payment of all outstanding bonds and warrants payable therefrom, the surplus shall be paid into the fund.

E. Without regard to statutory limitations on tax levies by cities, the City Council may, in its budget and tax levy, provide for the levy of a sum sufficient, along with other sources of the fund, to pay the warrants issued against the fund during the preceding year and to establish a balance

    1. The levy in any one year may not exceed five percent (5%) of the outstanding obligations guaranteed by the fund.

F. Defaulted bonds, interest coupons, and warrants against local improvement funds shall be purchased out of the fund without preference as between issues.

G. For the purpose of protecting the fund, it may be used to purchase certificates of delinquency for general taxes on property subject to local improvement assessments which underlie the bonds, coupons, or warrants guaranteed by the fund, or to purchase such property at county tax foreclosures, or from the county after foreclosure. Costs and expenses incidental to foreclosure shall be charged to and paid from the fund.

H. Property acquired upon or after foreclosure may be sold or leased on such terms as determined by resolution. All proceeds shall be paid into the Special Assessment Guaranty Fund.

I. Warrants against the fund draw interest at a rate not to exceed six percent (6%). Warrants shall at no time exceed five percent (5%) of the outstanding obligations guaranteed by the fund.

J. The amount of assessments deferred pursuant to RCW 35.43.250 are paid out of the Special Assessment Guaranty Fund, which fund shall have a lien on the benefited property in an amount equal to the deferral plus interest.

K. Upon certification by the City treasurer that the Special Assessment Guaranty Fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, the City Council may by ordinance transfer assets from such fund to the general fund so long as the net cash of the fund is not thereby reduced to an amount below ten percent (10%) of the net outstanding obligations guaranteed by the fund.

Section 07.08A.450 University District LRF Fund

There is established a capital project fund to be known as the “University District LRF Fund”, into which all accounting transactions for the University District Revitalization Area shall be processed pursuant to SMC 08.17.

Article V. Enterprise Funds

Section 07.08A.500 Enterprise Funds Defined

This article collects the enterprise funds that are used to account for services to the general public, where all or most of the costs are to be financed or recovered from users of such services.

Section 07.08A.510 Development Services Fund

A. There is established an enterprise fund entitled “Development Services Fund” into which shall be paid all revenues derived from Development Services Department operations.

B. As provided in the budget, the Development Services Fund is appropriated to salaries and wages, maintenance and operations, debt service, and capital improvements. The City Council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 07.08A.520 Golf Fund

A. There is established an enterprise fund to be known as the “Golf Fund” into which funds derived from golf revenues, including but not limited to fees, commissions, rentals, and any other funds as may properly become available for golf purposes, shall be deposited, except admission taxes derived from golf operations shall be deposited into the General Fund.

B. The Golf Fund shall be used exclusively for golf purposes. Expenditure of funds received shall be disbursed only upon regular budget authorization and upon the order and approval of the Park Board.

C. Funds may be accumulated in the Golf Fund as reasonable reserves for improvements at the discretion of the Park Board and subject to expenditure under regularly adopted budget authorization.

Section 07.08A.530 Integrated Capital Management Fund

There is established a fund to be designated the “Integrated Capital Management Fund for the purpose of planning, acquiring, and constructing public works projects that require an integrated approach.

Section 07.08A.540 Solid Waste Fund

A. There is established an enterprise fund to be known as the "Solid Waste Fund," into which are paid all revenues received by the Solid Waste Collection Department and Solid Waste Disposal Department.

B. As provided in the budget, the Solid Waste Fund is appropriated to salaries and wages, maintenance and operation, debt service, and capital improvements.

Section 07.08A.550 Water-Wastewater Fund

A. There is established an enterprise fund to be known as the "Water-Wastewater Fund," into which are paid all revenues received by the Water and Hydroelectric Services Department.

B. As provided in the budget, the Water-Wastewater Fund is appropriated to salaries and wages, maintenance and operation, debt service, and capital improvements.

Section 07.08A.560 Water-Wastewater Revenue Bond Fund

A. There is created the “Water-Wastewater Revenue Bond Fund” for the sole purpose of paying the principal, interest, and premium, if any, of the City of Spokane water revenue bonds.

B. Within the fund is a debt service account into which scheduled amounts are paid from revenues of the system to pay the principal and interest next coming due on the bonds.

C. Within the Water-Wastewater Revenue Bond Fund there is a reserve account to secure payment of the bonds and any parity bonds into which sums will be paid in accordance with any ordinance covenants.

Article VI. Internal Service Funds

Section 07.08A.600 Internal Service Funds Defined

Internal service funds are used to account for the financing of goods and services provided to other funds, departments, divisions, or governments on a cost-reimbursement basis.

Article VII. Fiduciary Funds

Section 07.08A.700 Fiduciary Funds Defined

Fiduciary funds are used to account for cash and other assets received and held by the City of Spokane acting in the capacity of trustee or custodian.

Section 07.08A.710 Employees’ Retirement Fund

A. There is established a fund to be known as the “Employees’ Retirement Fund” which consists of all moneys paid into it in accordance with the employees’ retirement system, whether such moneys shall take the form of cash, securities or other assets.

B. The Chief Financial Officer or their designee shall be custodian of the Employees’ Retirement Fund.

    1. All payments made from funds in the custody of the Chief Financial Officer or their designee shall be made by the City through wire transfer as provided by resolution of the City Council or by warrant.

    2. Payments made by the Chief Financial Officer or their designee shall be governed by contract between the City Council and the designated custodian.

3. Payments to the designee from the Employees' Retirement Fundmay be made by the City through wire transfer as provided by resolution of the City Council or by warrant duly executed by the Chief Financial Officer or their designee.

Section 07.08A.720 Firefighters' Pension Fund

A. There is created and established a fiduciary fund known and designated as the "Firefighters' Pension Fund" which consists of:

    1. all bequests, fees, gifts, emoluments or donations given or paid thereto;

    2. forty-five percent of all moneys received by the state from the taxes on fire insurance premiums;

    3. taxes paid pursuant to the provisions of RCW 41.16.060;

    4. interest on the investments of the fund; and

    5. contributions by firefighters as provided in RCW 41.16.070.

B. All moneys given to the Spokane Fire Department on account of services rendered at a fire or for any other reason not otherwise designated shall be deemed to be a donation or gift to the Firefighters' Pension Fund.

Section 07.08A.730 Parking and Business Improvement Area Funds

A. There is hereby established by the City a "Downtown Spokane Business Improvement District Fund" (hereinafter "Downtown Spokane BID Fund"), which shall be held separate and apart from all other City funds and accounts. The following funds shall be deposited or credited to the Downtown Spokane BID fund:

    1. All revenues from special assessments levied;

    2. Gifts and donations for the Downtown Spokane BID Fund;
    3. Money for expenditures made from the Downtown Spokane BID Fund and reimbursements due to the Downtown Spokane BID Fund;

    4. Interest and all other income from the investment of Downtown Spokane BID Fund deposits according to established procedures and policies; and

    5. All funds and assets from the PBIA established pursuant to Ordinance C32438 remaining on December 31, 2001, which are not allocated to pay for existing debts or other financial obligations of such PBIA.

B. There is hereby established by the City the “East Sprague Parking and Business Improvement Area Fund” (hereinafter “East Sprague PBIA Fund”), which shall be held separate and apart from all other City funds and accounts. The following monies shall be deposited or credited to the East Sprague PBIA Fund:

1. All revenues from special assessments;

2. Gifts and donations for the East Sprague PBIA Fund;

3. Money for expenditures made from the East Sprague PBIA Fund and reimbursements due to the East Sprague PBIA Fund; and

4. Interest and all other income from the investment of East Sprague PBIA Fund deposits according to established procedures and policies.

C. Expenditures from the Parking and Business Improvement Area Funds shall be made upon vouchers drawn by the Mayor, through the City Administrator or their designee, and shall be used exclusively for purposes that are consistent with RCW 35.87A.

Section 07.08A.740 Police Relief and Pension Fund

There is created in the City, subject to the provisions of chapter 41.20 RCW, a “Police Relief and Pension Fund”. This fund is used to meet the obligations of chapter 41.20 RCW in accordance with RCW 41.26.040.

Section 5. That Section 13.04.020 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.020 ((~~Water Fund~~)) Water-Wastewater Fund

Payments for City water utility service and/or any other payment or charge, including labor and materials, are made to the ((~~city treasurer~~)) City and placed to the credit of the ((~~water fund~~)) Water-Wastewater Fund((~~, as provided in SMC 7.08.400~~)).

Section 6. 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 7. 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:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date

Memorandum

Office of the Mayor

DATE: July 20, 2026

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Council President Betsy Wilkerson, Chair, Finance and Administration Committee & Councilmember Paul Dillon, Vice Chair, Finance and Administration Committee

RE: Fund Modernization and Streamlining Ordinance

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

The following funds are added to the codified funds list:

Name of Fund	Type of Fund
BuildSpokane	Special Revenue Fund
Path and Trails	Special Revenue Fund
General Obligation Bond Redemption Fund	Debt Service Fund
Special Assessment Debt Fund	Debt Service Fund
University District LRF Fund	Debt Service Fund
Integrated Capital Management Fund	Enterprise Fund

The following funds are removed from the codified funds list because they are no longer active or are unnecessarily codified:

Name of Fund	Type of Fund
Channel Five Equipment Reserve Fund	Special Revenue Fund
Parking Facilities Fund	Special Revenue Fund
Miscellaneous Grants Fund	Special Revenue Fund
Local Law Enforcement Block Grant Fund	Special Revenue Fund

Public Safety and Judicial Grants Fund	Special Revenue Fund
Communications Building Maintenance and Operations Fund	Special Revenue Fund
Redevelopment Fund	Special Revenue Fund
Urban Forestry Fund	Special Revenue Fund
Human Services Grants Fund	Special Revenue Fund
Miscellaneous Community Development Grants Fund	Special Revenue Fund
Trial Court Improvement Fund	Special Revenue Fund
Community Development Home Rehabilitation Funds	Special Revenue Fund
Rental Rehabilitation Fund	Special Revenue Fund
State Housing Program Fund	Special Revenue Fund
Emergency Shelter Fund	Special Revenue Fund
Defined Contribution Administration Fund	Special Revenue Fund
Financial Partnership Portfolio Fund	Special Revenue Fund
Transparent Democracy Fund	Special Revenue Fund
HUD Section 108 Loan Guarantee Debt Fund	Debt Service Fund
Capital Projects Construction Fund	Debt Service Fund
Library Construction and Improvement Fund	Debt Service Fund
Solid Waste Disposal Construction Fund	Enterprise Fund
Golf Course Construction Fund	Enterprise Fund
Golf Course Debt Service Fund	Enterprise Fund
All Codified Internal Service Funds	Internal Service Fund
Arboretum Fund	Fiduciary Fund
Spokane Regional Transportation Council Fund	Fiduciary Fund
EMS Program Director Fund	Fiduciary Fund
Library Expendable Trust Fund	Fiduciary Fund
Salary Fund	Fiduciary Fund
Claims Fund	Fiduciary Fund
Fiscal Agency Fund	Fiduciary Fund
Library Memorials Trust Fund	Fiduciary Fund

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Section 1. Repeals SMC Chapter 07.08 (Funds)

- This repeals the former Funds chapter This chapter is to be replaced with SMC 07.08A to reflect the fund structure.

Section 2. Repeals SMC Section 04.31.060 (BID Fund)

- This repeals the existing Downtown Spokane BID Fund and recodifies it in new SMC Section 07.08A.730.

Section 3. Repeals SMC Section 04.31C.060 (BID Fund)

- This repeals the existing East Sprague BID Fund and recodifies it in new SMC Section 07.08A.730.

Section 4: Adopts a new SMC Chapter 07.08A (Funds):

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Article I – General Fund

New SMC Section 07.08A.100 (General Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.110 (General Fund Reserves)

- Recodifies existing section and makes small grammatical or capitalization updates

Article II – Special Revenue Funds

New SMC Section 07.08A.200 (Special Revenue Funds Defined)

- Provides overview of special revenue funds (incorporates language from SMC 07.08.099)

New SMC Section 07.08A.201 (American Rescue Plan Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.202 (BuildSpokane Fund)

- This codifies a new special revenue fund for the revenue generated through the sales tax imposed through SMC 08.07B, commonly known as 1406.

New SMC Section 07.08A.203 (Cannabis Excise Tax Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes name of the existing fund from "Cannabis Special Revenue Fund" to "Cannabis Excise Tax Fund)
- Makes small grammatical or capitalization updates

New SMC Section 07.08A.204 (Code Enforcement Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.205 (Community Development Funds)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.206 (Community Safety Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.207 (Criminal Justice Assistance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.208 (Domestic Violence Prevention Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.209 (Emergency Rental Assistance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.210 (Fire/Emergency Medical Services Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name from "Emergency Medical Services Fund" to "Fire/Emergency Medical Services Fund"

New SMC Section 07.08A.211 (Forfeitures and Contributions Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.212 (HEART Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.213 (Historic Preservation Incentives Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.214 (HOME Entitlement Program Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.215 (Hotel/Motel Tax Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.216 (Legal Services and Relocation Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.217 (Parking System Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.218 (Path and Trails Fund)

- This is a new codified fund of an existing revenue source for projects related to path and trails. This revenue is received from the state through the fuel tax.

New SMC Section 07.08A.219 (Pension Contributions Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.220 (Public Art Project Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.221 (Public Safety Personnel and Crime Reduction Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

DRAFT

New SMC Section 07.08A.222 (Real Estate Excise Tax Funds)

- Recodifies existing section and makes small grammatical or capitalization updates
- Fixes several RCW reference typos

New SMC Section 07.08A.223 (Residential Rental Property Eviction Prevention and Mitigation Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.224 (Spokane Parks and Recreation Fund (Park Fund))

- Recodifies existing section and makes small grammatical or capitalization updates
- Removes reference to the Park Fund including capital funds, as this ordinance amends an existing special revenue fund for Parks and Recreation Division capital projects.

New SMC Section 07.08A.225 (Spokane Parks and Recreation Capital Projects Fund (Parks Capital Projects Fund))

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name of the fund from "Cumulative Reserve Fund, Park Department, Capital Purposes" to "Parks Capital Projects Fund"

New SMC Section 07.08A.226 (Spokane Public Library Fund (Library Fund))

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.227 (Spokane Safe Streets Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.228 (Spokane United 911 Network Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.229 (Street Operations and Maintenance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name of the fund from "Street Maintenance Fund" to "Street Operations and Maintenance Fund"

New SMC Section 07.08A.230 (Transportation Benefit District Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the type of fund from a fiduciary fund to a special revenue fund

Article III – Capital Project Funds

New SMC Section 07.08A.300 (Capital Projects Funds)

- Provides overview of capital projects funds. Incorporating language from existing SMC 07.08.299

New SMC Section 07.08A.310 (Arterial Street Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

Article IV – Debt Service Funds

New SMC Section 07.08A.400 (Debt Service Funds Defined)

- Provides overview of debt service funds, incorporating language from existing SMC 07.08.199

New SMC Section 07.08A.410 (General Obligation Bond Redemption Fund)

- This debt service fund is a fund specifically used for making principal and interest payments on the City's unlimited general obligation bonds and certain limited obligation bonds

New SMC Section 07.08A.420 (Iron Bridge TIF Debt Service Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.430 (Special Assessment Debt Fund)

- This debt service fund used specifically for paying principal and interest payments on local improvement district bond following the completion of the project.

New SMC Section 07.08A.440 (Special Assessment Guaranty Fund)

- Changes the name of the fund from "Local Improvement Guaranty Fund" to "Special Assessment Guaranty Fund"

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.450 (University District LRF Fund)

- This debt service fund is used for the purposes of transactions related to the University District revitalization area, pursuant to SMC 08.17.

Article V – Enterprise Funds

New SMC Section 07.08A.500 (Enterprise Funds Defined)

- Provides overview of Enterprise Funds, incorporating language from SMC 07.08.399

DRAFT

New SMC Section 07.08A.510 (Development Services Fund)

- Changes the name of the "Building Services Fund" to "Development Services Fund"
- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.520 (Golf Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.530 (Integrated Capital Management Fund)

- This enterprise fund is for the purpose of integrated public works projects

New SMC Section 07.08A.540 (Solid Waste Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.550 (Water-Wastewater Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.560 (Water-Wastewater Revenue Bond Fund)

- Changes the fund name from the "Water Revenue Bond Fund" to the "Water-Wastewater Revenue Bond Fund"
- Recodifies existing section and makes small grammatical or capitalization updates

Article VI – Internal Service Funds

New SMC Section 07.08A.600 (Internal Service Funds Defined)

- Provides overview of Internal Service Funds, incorporating language from existing SMC 07.08.499

Article VII – Fiduciary Funds

New SMC Section 07.08A.700 (Fiduciary Funds Defined)

- Provides overview of Fiduciary Funds, incorporating language from existing SMC 07.08.599

New SMC Section 07.08A.710 (Employees' Retirement Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

- Changes reference of City Treasurer or their designee to Chief Financial Officer or their designee

New SMC Section 07.08A.720 (Firemen's Pension Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

- Changes the name of the fund from "Firemen's Pension Fund" to the "Firefighters' Pension Fund" to match the official name of the fund under state law.

New SMC Section 07.08A.730 (Parking and Business Improvement Area Funds)

- Consolidates and recodifies the existing BID Funds established in SMC 04.31.060 and SMC 04.31C.060

- Recodifies existing sections and makes small grammatical or capitalization updates

New SMC Section 07.08A.740 (Police Relief and Pension Fund)

- Recodifies existing sections and makes small grammatical or capitalization updates

Section 5. Amends SMC Section 13.04.020 (Water Fund)

- Amends the name of the fund from "Water Fund" to "Water-Wastewater Fund".

Section 6. Severability

- Standard severability language

Section 7. Clerical Errors

- Standard clerical errors language.

DRAFT

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/22/2026		
Clerk's File #	ORD C36922		
Cross Ref #			
Project #			
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)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXPANDING ACCESS TO COOLING, HEATING, AND WEATHERIZATION SERVICES		

Agenda Wording

An ordinance to expand access to cooling, heating, and weatherization services; amending Sections 07.08.158 and 10.57.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance seeks to expand access to cooling, heating, and weatherization services using existing funds currently dedicated to ensuring habitability. This ordinance expands the allowable uses of the Legal Services and Relocation Fund to support efforts to expand access to cooling, heating, and weatherization services that improve public health and safety and improve the habitability of the city's housing stock.

What impacts would the proposal have on historically excluded communities?

The purpose of this ordinance is to allow existing funds to be used to expand access to cooling, heating, and weatherization services to individuals who meet the criteria established by the HEART Fund (SMC 08.07C) and Washington state law.

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 ordinance does not create any data collection requirements.

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

This ordinance does not create any data collection requirements.

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 ordinance aligns with the allowable uses of the HEART Fund (SMC 08.07C), Spokane Extreme Heat Resilience Plan, and Ordinance C36877.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This ordinance does not have a fiscal impact but expands the allowable uses of existing funds in the Legal Services and Relocation Fund.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

The Legal Services and Relocation Fund is funded from 2% of HEART Fund from 2023-2027.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	dkinder@spokanecity.org
snuss@spokanecity.org	

ORDINANCE NO.C36922

An ordinance expanding access to cooling, heating, and weatherization services; amending Sections 07.08.158 and 10.57.10 of the Spokane Municipal Code.

WHEREAS, a study published in 2025 demonstrated that 84% of survey respondents in Spokane have in-home air conditioning (58.8% with central air and 34.9% with a portable or window unit), but 23% reported limitations to use, primarily due to utility costs; and

WHEREAS, the Spokane Extreme Heat Resilience Plan, published by the Spokane Community Resilience Collaborative, finds that improving accessibility to high-efficiency residential HVAC systems that can provide in-home cooling is essential for creating healthier and more equitable communities; and

WHEREAS, the Spokane Extreme Heat Resilience Plan calls for services aimed at increasing accessibility of air conditioning that consider both homeowners and renters as well as the cost of maintenance; and

WHEREAS, the Spokane Extreme Heat Resilience Plan recommends low-cost weatherization services that support income-eligible residents; and

WHEREAS, according to Spokane's "Climate Risk and Vulnerability Assessment," the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat; and

WHEREAS, the City seeks to expand access to cooling, heating, and weatherization services using existing funds dedicated to ensuring habitability.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.158 Legal Services, Habitability, and Relocation Fund

A. There is established a special revenue fund entitled the "legal services, habitability, and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions ((~~by the Legal Services and Relocation Program~~)) and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services, habitability, and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC

10.57.070, and to expand access to cooling, heating, and weatherization services that improve public health and safety and improve the habitability of the city's housing stock. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.100 Legal Services, Habitability, and Relocation ((~~Program~~)) Programs

A. The City of Spokane is authorized to use monies from the Legal Services, Habitability, and Relocation Fund to expand access to cooling, heating, and weatherization services that improve public health and safety and improve the habitability of the city's housing stock. Additionally, the City may contract with another entity to provide attorney services for landlord and tenant legal services and mediation costs, with a focus on habitability and violations of the Chapter 59.18 RCW - Residential Landlord Tenant Act ("RLTA"). ((~~The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees. Legal fees from successful representation would be used to sustain the attorney(s) and associated costs for the long term.~~))

B. The City is further authorized to disburse monies from the Legal Services, Habitability, and Relocation Fund to provide immediate relocation funds to tenants living in rental units that are below the standards of habitability and likely to be able to recover relocation funds from their landlord, which will reimburse the fund. The City is also authorized to disburse monies from the Legal Services, Habitability, and Relocation Fund to landlords to assist with tenant removal or relocation. ((~~The attorney described in Section A shall establish an application, review, and appeals process for the relocation fund program.~~))

C. Minimum program requirements:

   1. A program that focuses on pursuing legal remedies for rental housing units that clearly fall below standard of habitability defined in the Spokane Municipal Code and/or violate the RLTA in consultation with Code Enforcement.

   2. A program that provides prompt relocation funds from City directly to the tenant once it appears ((~~to the attorney described in Section A~~)) that a landlord is more likely than not to be held liable under state law and then collects from the landlord and any settlement funds as first priority a

reimbursement to the relocation funds advanced ((~~and any attorney fees that could be used to fund the attorney positions in the future~~)).

3. A program that builds increased capacity for ((~~these~~)) cooling, heating, and weatherization services that improve public health and safety and improve the habitability of the city's housing stock, including education and outreach.
4. Services provided under this section may only be provided to individuals ((~~from households with incomes less than 400% of the federal poverty level~~)) that meet the criteria established under SMC 08.07C.

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

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

PASSED by the City Council on _____

_____

Council President

Attest:

Approved as to form:

_____

City Clerk

_____

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/29/2026		
Clerk's File #	ORD C36923		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 625-6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REPEAL OF CITY'S CHARITABLE SOLICITATION LICENSE REQUIREMENT		

Agenda Wording

An ordinance repealing duplicative charitable solicitation license requirements; amending Section 08.01.080 and repealing Chapter 10.42 of the Spokane Municipal Code.

Summary (Background)

The City has maintained a no-fee charitable solicitation license requirement since 1978. The City's charitable solicitation license is duplicative of state requirements where oversight is provided under Washington state law in RCW 19.09, which is adopted by reference in SMC 10.58.020. This ordinance is intended to reduce the administrative burden on charitable organizations and City staff by eliminating the City's duplicative license requirement.

What impacts would the proposal have on historically excluded communities?

In theory repeal of an unnecessary licensing requirement for charitable organizations will benefit historically marginalized communities that are served by nonprofits.

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?

This proposal aligns with the City's general goal to eliminate unnecessary business licensing requirements.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	CWRIGHT		

Distribution List

ORDINANCE NO. C36923

An ordinance repealing duplicative charitable solicitation license requirements; amending Section 08.01.080 and repealing Chapter 10.42 of the Spokane Municipal Code.

WHEREAS, the City has maintained a no-fee charitable solicitation license requirement since 1978; and

WHEREAS, the City's charitable solicitation license is duplicative of state requirements where oversight is provided under Washington state law in RCW 19.09, which is adopted by reference in SMC 10.58.020; and

WHEREAS, the City intends to reduce the administrative burden on charitable organizations and City staff by eliminating this duplicative license requirement.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.070 Business Registration Required

A. No person may engage in business in the city of Spokane or with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration a Spokane city endorsement as provided in this chapter. Annual general business licenses with a Spokane city endorsement shall be issued and registered through the Washington State Department of Revenue's Business Licensing Service (BLS). A general business license is good for twelve months and must be renewed before expiration for the next twelve months. Any temporary registrations, to include itinerant vendor registrations, shall be issued and registered by the City of Spokane Taxes and Licenses Office. In addition, persons whose activities fall within the definition of SMC 10.40.010 must obtain an "itinerant vendor" permit as provided in SMC 10.40.010, in addition to a business registration. A business license does not authorize illegal activities.

B. If a business changes names or locations during a registration year, it must notify the Washington State Business Licensing Service to obtain a new registration document to display in the place of business that reflects the change of name or location. A change of location may require the filing of a new application through the Business Licensing Service, as described in this chapter.

C. A person or business conducting the following activities shall register for an annual regulatory business license or obtain an annual permit in addition to obtaining a general business license and shall follow the requirements of the activity's respective chapter:

Annual Regulatory Licenses and Permits	Licensing Requirements
Amusement Facility License	SMC 10.23A
Commercial Tree License	SMC 10.25
Building Moving and Relocation Permit	SMC 10.26
Sidewalk Café, Streateries, and Parklets License	SMC 12.15
Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic	SMC 10.29
Fireworks Permit	SMC 10.33A
For-hire Vehicle Driver and For-hire Operator License	SMC 10.34A
Infectious Waste License	SMC 10.35
Itinerant Vendor License	SMC 10.40
Special Police Officer License	SMC 10.41A
((~~Charitable Solicitation License~~))	((~~SMC 10.42~~))
Telephone and Telegraph Construction Permit	SMC 10.43
Emergency Medical Transport Permit	SMC 10.47
Food Delivery License	SMC 10.515
Short Term Rental License	SMC 10.52
Residential Rental ((~~House~~)) Property License	SMC 10.57

Section 2. That Chapter 10.42 of the Spokane Municipal Code is hereby repealed.

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

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

PASSED by the City Council on _____

_____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/30/2026
Clerk's File #	ORD C36920
Cross Ref #	ORD C36646
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	SPENCER 509-625-6097
Contact E-Mail	SGARDNER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS

Agenda Wording

Extension of interim zoning ordinance for height limits.

Summary (Background)

Council adopted ORD C36646 in March 2025 as an interim zoning ordinance. The ordinance eliminated height limits in the downtown and clarified height limits in other zones across the city. As an interim zoning ordinance, it was assigned a duration of six months, which would expire on Sept 24th. On Sept 15, 2025, City Council adopted a six-month extension, with an expiration of March 24, 2026. City Council adopted a second extension on Feb 23, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to height limits as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the height changes will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance another six months to March 24, 2027. This is anticipated to be the final extension before adoption of permanent code changes.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36920

An ordinance to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, on September 15, 2025, City Council adopted ordinance C36749, which extended the duration of ordinance C36646 to March 24, 2026; and

WHEREAS, on February 23, 2026, City Council adopted ordinance C36749, which extended the duration of ordinance C36834 to September 24, 2026; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of September 24, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate height limits as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36646 shall be extended an additional six months to March 24, 2027.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/15/2026		
Clerk's File #	OPR 2025-0681		
Cross Ref #	OPR 2024-0247		
Project #	2022069		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	JONATHAN 625-6267	**Requisition #**	28825
Contact E-Mail	JRADAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONSTRUCTION SUPPORT FOR PACIFIC AVENUE GREENWAY - 2022069		

Agenda Wording

WSDOT Supplemental No. 2 with Dowl, Inc.(Spokane, WA) for Construction phase assistance for the Pacific Avenue Greenway Project.

Summary (Background)

This contract amendment for the Pacific Ave Greenway Project 2022069, is to include construction support. We have exhausted the allocated budget from the design phase and will therefore need to request additional funds from Council. Given the project's delayed commencement and the lead time for signal components, we also propose extending the completion date to October 31, 2027. Phase 1 of the "greenway" project on Pacific Avenue has been bid and award is working its way through the council approval process. This agenda item is to amend the consultant's contract to provide construction phase assistance (plan interpretation, submittal review, change order assistance, etc.). Construction will begin this year but the most high profile parts of the projects, the signals at Division/Pacific and Browne/Pacific and the RRFB at Sherman/Pacific, won't be installed until next year due to lengthy signal delivery lead times.

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

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 20,000 (est.)
Current Year Cost	$ 10,000
Subsequent Year(s) Cost	$ 10,000

Narrative

Amount		**Budget Account**
Expense	$ 20,000.00	# 3200-95165-953000-56501-86122
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	AVERYT, CHRIS	**PURCHASING**	NECHANICKY, JASON
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Renee Whitesell (rwhitesell@dowl.com)	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	dbuller@spokanecity.org
jradams@spokanecity.org	mvallen@spokanecity.org
pyoung@spokanecity.org	tax&licenses@spokanecity.org

Washington State Department of Transportation

Supplemental Agreement Number 2	Organization and Address DOWL, LLC 707 W. Main Ave., Suite B1, Spokane, WA 99201 Phone: (206) 946-8593	
Original Agreement Number LA10646		
Project Number 2022069	Execution Date 10/6/2025	Completion Date 10/31/2027
Project Title Pacific Avenue Greenway - Howard to Sherman 2022069	New Maximum Amount Payable $227,635.05	
Description of Work Amending Dowl's contract to include construction phase assistance.		

The Local Agency of City of Spokane, Engineering Services Department
desires to supplement the agreement entered in to with DOWL, LLC
and executed on October 6, 2025 and identified as Agreement No. LA10646
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Additional changes to the contract will add construction phase assistance.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2026 to October 31, 2027

III

Section V, PAYMENT, shall be amended as follows:
Additional funds of $20,000 are required to complete Task.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:_____ By:_____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2026

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).

PRODUCER
Parker Smith & Feek Insurance LLC
10400 NE 4th St
Suite 900
Bellevue WA 98004-5174

CONTACT NAME: IMA Certificate Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DOWL, LLC
5015 Business Park Blvd, Suite 4000
Anchorage, AK 99503

COVERAGES **CERTIFICATE NUMBER:** 651188501 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	6305W324780COF26	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	8105W3264352643G	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	UBB37971682643G	5/1/2026	5/1/2027	X PER STATUTE X OTH-ER	WA & WY Stop Gap
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number: 2071.15246.01; Project Name: Pacific Avenue Greenway Phase 1 Design. City of Spokane and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability and Workers Compensation Coverages includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane WA 99207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brett Wessen

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. 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**:

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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 such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **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.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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Wichita
PO Box 2992
Wichita, KS 67201

3058 3 AMF 2.023

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201-3301

3058

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 10, 2026

Limited Liability Company

Unified Business ID #: 601945967
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

DOWL, LLC
DOWL
STE 300
15325 SE 30TH PL
BELLEVUE WA 98007-6538

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- BATTLE GROUND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- CHEHALIS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- GIG HARBOR GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MAPLE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #44983 - ACTIVE
- SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601945967 001 0001

Expires: Apr 30, 2027

DOWL, LLC
DOWL
STE 300
15325 SE 30TH PL
BELLEVUE WA 98007-6538

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UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BATTLE GROUND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CHEHALIS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 10, 2026

Limited Liability Company

Unified Business ID #: 601945967
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

DOWL, LLC
DOWL
STE 300
15325 SE 30TH PL
BELLEVUE WA 98007-6538

CITY/COUNTY ENDORSEMENTS:

SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
WASHOUGAL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
EPHRATA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SEATAC GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LYNNWOOD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CAMAS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LA CENTER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
STEVENSON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED99-000023 - ACTIVE
BREMERTON GENERAL BUSINESS - NON-RESIDENT #38907 - ACTIVE
ARLINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BOTHELL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
AUBURN GENERAL BUSINESS - NON-RESIDENT #BUS-37773 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601945967 001 0001

Expires: Apr 30, 2027

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 10, 2026

Limited Liability Company

Unified Business ID #: 601945967
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

DOWL, LLC
DOWL
STE 300
15325 SE 30TH PL
BELLEVUE WA 98007-6538

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

DOWL

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 601945967 001 0001

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CHEHALIS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Expires: Apr 30, 2027

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

City of Spokane
Pacific Avenue Greenway
Phase 1: Design
EXHIBIT A: SCOPE OF WORK – Amendment 2

This project will be completed under the Professional Services Agreement between the City of Spokane (CITY) and DOWL, LLC. (CONSULTANT), for the Pacific Avenue Greenway Project.

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Exhibit A: Scope of Work – Amendment 2
City of Spokane
Pacific Avenue Greenway

I. PROJECT DESCRIPTION

This project includes the design of Neighborhood Greenway measures on Pacific Avenue, between S Washington Street and S Sherman Street. Project elements will include the following:

Pacific Avenue Greenway Design Amendment 2:

Amendment 2 consists of the additional support to be provided during construction.

II. PROJECT FEE ESTIMATE

Amendment 2: The CONSULTANT fee estimate is included as Exhibit A-1.

III. PROJECT SCHEDULE

Amendment 2: Amendment 2 schedule is dependent on the construction schedule developed by the CONTRACTOR.

IV. DEFINITIONS

Project: Pacific Avenue Greenway Phase 1 Design – City of Spokane
CONSULTANT: DOWL
CITY: City of Spokane
Sub(s), Subconsultant; DKS Associates, Apex Engineering, GeoEngineers, Universal Field Services
Project Team: Consists of the CITY, CONSULTANT, and Subs

V. STANDARDS / DESIGN REFERENCES

Amendment 2: No changes at this time.

VI. SCOPE OF SERVICES

1. Project Management

1.1 General Project Management

Amendment 2: No changes at this time.

1.2 Project Management Plan (PMP).

Amendment 2: No changes at this time.

1.3 Project Schedule and Updates.

Amendment 2: No changes at this time.

1.4 Monthly Progress Reports and Invoices.

The CONSULTANT will prepare a monthly progress report and invoice for the duration of the contract, including the following:

Invoice

a) Invoice will include prime and subconsultant backup.
b) Invoice will be broken out to major task level (i.e. Task 1.0, 2.0, etc).

Progress Report

a) Billing Period, Invoice Number, Spokane Contract #, DOWL Contract #, Project Name
b) Summary of activities performed during billing period.
c) Potential/anticipated out-of-scope work.
d) Potential/anticipated schedule changes or impacts.
e) Issues to be resolved.
f) Cost Information Report
   - Budget per task.
   - Percent complete per task.
   - Budget expended per task.
   - Amount remaining per task.

Assumptions/Exclusions:

a) One (1) invoice and one (1) progress report will be prepared per month.

CITY Responsibilities:

a) Review monthly invoice and progress report and notify CONSULTANT of any issues.

Deliverables:

Monthly Invoice	PDF via email
Monthly Progress Report	PDF via email

Amendment 1: 2 hours per month allotted for monthly progress reports and invoices for additional project schedule.

1.5 Meetings.

Amendment 2: No changes at this time.

2. Topographic Survey

Amendment 2: No changes at this time.

3. Geotechnical Services

Amendment 2: No changes at this time.

4. 10% Concept Alternatives and Estimates

Amendment 2: No changes at this time.

5. Traffic Engineering Design

Amendment 2: No changes at this time.

6. Stormwater Design

Amendment 2: No changes at this time.

7. Landscape Architecture

Amendment 2: No changes at this time.

8. Public Involvement

Amendment 2: No changes at this time.

9. Utility Coordination

Amendment 2: No changes at this time.

10. 50% Design Submittal

Amendment 2: No changes at this time.

11. Environmental Services

Amendment 2: No changes at this time.

12. Right-of-Way Services [Contingency Task]

Amendment 2: No changes at this time.

13. 90% Design Submittal

Amendment 2: No changes at this time.

14. Final (100%) Design Submittal

Amendment 2: No changes at this time.

15. Bidding Support

Amendment 2: No changes at this time.

16. [New Task] Construction Support

Construction Support for the project construction phase will include field visits and consultant review of contractor submittals and RFIs.

Preparation of as-built drawings is not included in Construction Support at this time.

Construction support services are assumed for a duration of 68 working days as set forth in Section 1-08.5 of the 2022069 SPEC Pacific Avenue Greenway bid document. Services required beyond this duration are not included in this scope and will require an addendum.

The CONSULTANT will provide the CITY with construction support, as follows:

16.1 Field Visits

The CONSULTANT Engineer of Record and Project Manager will attend up to four (4) field visits as needed on site.

Assumptions/Exclusions:

a) A field visit is assumed as no more than 2 hours in length.
b) The CITY and the CONTRACTOR will coordinate when field visits are needed from the CONSULTANT.
c) Field visits are for observation and consultation only. Written reports, meeting minutes, punchlists, and inspection documentation are not included unless specifically requested.
d) The CONSULTANT will not provide full-time inspection or resident engineering services, including tasks such as:
    a. Construction staking or survey verification
    b. Materials testing or quality assurance testing
    c. Enforcement of safety requirements or contractor compliance
e) No travel expenses are included for field visits.

16.2 Contractor Submittal Review and RFIs

The CONSULTANT will review contractor submittals for general conformance with contract documents and provide information in response to contractor submitted requests for information. The Professional of Record will review up to five (5) contractor submittals and ten (10) RFIs with minor assistance from support staff.

Assumptions/Exclusions:

a) This task assumes up to four (4) hours per submittal review cycle and four (4) hours per RFI review.
b) One submittal review and one resubmittal review are included for each contractor submittal; additional review cycles are not included in this scope and will require an addendum.
c) RFI responses requiring redesign, revised calculations, plan revisions, utility coordination, or evaluation of differing site conditions are not included in this scope and will require an addendum.
d) Minor clarifications of design intent are included in this scope. Revisions to curb ramp design, sidewalk grading, driveway grading, signal/RRFB design, or ADA compliance modifications required by field conditions are excluded.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	6/30/2026		
Clerk's File #	OPR 2026-0695		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB 6552-26
Contact Name/Phone	DAVE STEELE 655-0567	**Requisition #**	CR28773
Contact E-Mail	DSTEEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT WITH SPILKER CONTRACTING LLC (MEAD, WA) FOR THE UPRIVER		

Agenda Wording

Contract with Spilker Contracting LLC in Mead WA for the Water Department Upriver Dam Office Building Interior Renovation for the period of September 1, 2026 to August 31, 2027 for the amount of $912,300 plus applicable sales tax. We are requesting 10% administrative reserve be included also in the amount of $91,230.00.

Summary (Background)

The City of Spokane's Upriver Dam facility has long needed modernization to improve overall enery efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room/meeting space, minor office upgrades, and improving the public interface of the facility for tours and educational visits.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. 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. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours at all ages provided.

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 taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Renovation at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract mangement best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 912,300
Current Year Cost	**$** 912,300
Subsequent Year(s) Cost	**$** 0

Narrative

Amount		**Budget Account**
Expense	**$** 912,300.00	**#** 4100-42490-94340-56501-11026
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0695

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **UPRIVER DAM OFFICE BUILDING INTERIOR RENOVATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPILKER CONTRACTING, LLC**, whose address is 9902 East Peone Landing Lane, Mead, Washington 99021, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the **Upriver Dam Office Building Interior Renovation, selected through PW ITB #6552-26.**

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Bid Response Summary and Proposal, attached as Exhibit B. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

3. TERM. The term of this Contract begins on September 1, 2026, and ends on August 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

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

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINE HUNDRED TWELVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($912,300.00)**, plus sales tax as applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the City of

Spokane Facilities Department, facilitiesdepartment@spokanecity.org Attn: Dave Steele. All invoices should include the City Clerk File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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.

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

7. 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.

8. 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.

9. 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.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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

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

D. **Builders Risk Course of Construction Insurance** Contractor shall maintain insurance in the amount of the project of $912,300 for the duration of the project.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI) upon request by the City. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

   d. An electrical contractor license, if required by Chapter 19.28 RCW;

   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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 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.

14. 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.

15. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is

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

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. 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.

18. 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.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. 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.

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

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

SPILKER CONTRACTING, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Bid Response and Proposal
Payment Bond
Performance Bond

26-172a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **SPILKER CONTRACTING, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **NINE HUNDRED TWELVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($912,300.00)**, plus sales tax if applicable, 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 **Upriver Dam Office Building Interior Renovation, selected through PW ITB #6552-26**. 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 _____.

SPILKER CONTRACTING, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

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 therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **SPILKER CONTRACTING, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **NINE HUNDRED TWELVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($912,300.00)**, plus sales tax if applicable , 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 **Upriver Dam Office Building Interior Renovation, selected through PW ITB #6552-26**. 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 _____

SPILKER CONTRACTING, LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

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 _____

Approved as to form:

_____
Assistant City Attorney

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6552-26 Upriver Dam Office Building Interior Renovation

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

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

TOTAL BASE BID PRICE $ 912,300.00

SALES TAX $83,019.30

TOTAL BASE BID PLUS SALES TAX $995,319.30

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by June 30, 2027.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SPILKCL808B3
(Must be in effect at time of bid submittal)

U.B.I. Number 604-501-999

Washington Employment Security Department Number 000-519792-00-0

Washington Excise Tax Registration Number 85-2602535

City of Spokane Business License Number 604-501-999-001
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: SPILKER CONTRACTING

Signature of Bidder's Authorized Representative

OWNER
Title

9902 E. PEONE LANDING LN.
Address MEAD, WA 99021

509-638-9351
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 05.18.26
date

(Seal Or Stamp) RACHEL BROWN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 07/27/2027 COMM. NO. 23023735

Signature of Notary Public

My appointment expires 07.27.27

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires_____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SPILKER CONTRACTING LLC

Business name: SPILKER CONTRACTING LLC

Entity type: Limited Liability Company

UBI #: 604-501-999

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

Mailing address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

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 dat

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident				Active	Aug-31-2026	Aug-02-2021
Spokane Valley General Business - Non-Resident				Active	Aug-31-2026	Aug-31-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SPILKER, JON	

Registered Trade Names

Registered trade names	Status	First issued
SPILKER CONTRACTING	Active	Aug-02-2022

The Business Lookup information is updated nightly. Search date and time: 5/21/2026 7:46:01 AM

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Check if your browser is supported

SPILCON-01 **BUSINESS**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2026

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).

PRODUCER	CONTACT NAME: Michelle Fleming
Blasingame Insurance 200 North Argonne Spokane Valley, WA 99212	PHONE (A/C, No, Ext): (509) 891-1000 FAX (A/C, No): (509) 891-1430 E-MAIL ADDRESS: michelle@blasingameins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Group	
INSURER B : United Financial Cas Co	11770
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Spilker Contracting LLC
9902 E Peone Landing Ln
Mead, WA 99021

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CKA0538619	5/22/2026	5/22/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			00601676-2	7/16/2026	7/16/2027	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		CKA0538619	5/22/2026	5/22/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Builders risk			ILM0721204	7/20/2026	4/20/2027	Building Materials L	912,300

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

RE: Upriverdam Office Remodel

Certificate Holder is named as additional insured with respect to work performed by the name insured.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury or "property damage" caused by your negligence in the performance of your ongoing operations performed for that additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

To the extent required under said written contract or agreement, this policy will apply as primary insurance to additional insureds and other insurance which may be available to such additional insureds will be non-contributory.We waive our right of recovery against such additional insureds.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

a. 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

b. 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.

3. "Bodily injury", "property damage" or occurring or commencing before execution of the written contract or agreement that requires such person or organization be added as an additional insured on your policy.

C. Definitions

"Ongoing operations" means operations not included in the "products-completed operations hazard."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/10/2026		
Clerk's File #	OPR 2026-0699		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 655-0567	**Requisition #**	CR28823
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?**	
Agenda Item Name	FACILITIES MANAGEMENT AND THE WATER DEPARTMENT UTILIZING WA DES		

Agenda Wording

The Facilities Department, in partnership with the Water Department, is completing the purchase and delivery of a battery energy storage system, switching equipment, and software to support the future EV charging canopy system at the Water Department Main Campus. This purchase is Department of Commerce Grant Funded and will utilize WA DES Contract #11121 with Platt Electric Supply in the amount of $978,000.00 before taxes.

Summary (Background)

The City Facilities Department, in partnership with the Water Department, has completed the design for a Washington State Department of Commerce Grant Funded solar panel charging and battery electric storage project at the Water Department's Main Campus. This project will provide carport style solar charging for up to 8 vehicle charging stations with surplus power metered back to the Avista Power grid. Because of the grant funding window, and extremely long lead times for the full technical battery storage, microgrid, and switchgear system (up to 40 weeks) the Facilities Department is utilizing a State Contract for the equipment package purchase. The remainder of the project will be bid through the normal Public Works procurement process with construction anticipated in the first quarter of 2027.

What impacts would the proposal have on historically excluded communities?

The Water Department is a critical City function for citywide low-income and excluded communities. This project will support the efficiency and basic preparedness of Water Department staff during emergency situations by providing off-grid charging capability.

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

The equipment package provides a robust data tracking system that allows for live and historic trend line analysis of energy production, dollars saved, and net metered power back to the Avista grid.

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

The equipment package provides a robust data tracking system that allows for live and historic trend line analysis of energy production, dollars saved, and net metered power back to the Avista grid.

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 project provides a sustainable green-energy generation and storage solution which directly supports the City's Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 978,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 978,000.00	# 4100-98864-94340-56501-11013
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Funding is available until June 30, 2027

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	ACCOUNTING -	BROWN, SKYLER
Division Director	BOSTON, MATTHEW	PURCHASING	NECHANICKY, JASON
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

dan.howe@platt.com Platt Electric Supply	jteal@spokanecity.org
dsteele@spokanecity.org	karcher@spokanecity.org
klong@spokanecity.org	lhopkins@spokanecity.org
jjsakamoto@spokanecity.org	sbrown@spokanecity.org
wateraccounting@spokanecity.org	

License Information:

New search Back to results

Entity name: REXEL USA, INC.

Business name: PLATT ELECTRIC SUPPLY, INC

Entity type: Profit Corporation

UBI #: 603-460-287

Business ID: 001

Location ID: 0005

Location: Active

Location address:
12918 E INDIANA AVE
BLDG 5104
SPOKANE VALLEY WA 99216-2709

Mailing address:
14951 DALLAS PARKWAY
ATTN: TAX DEPARTMENT
DALLAS TX 75254-7892

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
Spokane Valley General Business				Active	Dec-31-2026	Feb-16-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ASSELBORN, SCOTT	Director
GSCHWIND, JOHN C.	Vice President

Owners and officers	Title
LITTLE, ROGER	President

Registered Trade Names

Registered trade names	Status	First issued
CAPITOL LIGHT	Active	Feb-09-2018
GEXPRO	Active	Feb-05-2018
PLATT ELECTRIC SUPPLY	Active	Feb-06-2018
PLATT ELECTRIC SUPPLY, INC	Active	Feb-05-2018
REXEL COMMERCIAL & INDUSTRIAL	Active	Feb-09-2018
UTILITY SUPPLY GROUP	Active	Jan-22-2021

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/6/2026 10:39:58 AM

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PLATT

Description:
WA DES Contract # 11121 - Spokane Water Dept BESS and EV

Quote #3071393

Updated On: 07/01/2026

Company Name:
City of Spokane

Billing Address:
City of Spokane (26505)
914 E North Foothills Dr
Spokane, WA 99207-2735

Created Date:
7/1/26

Shipping Address:
3920 E Alki Ave
Spokane, WA 99202 USA

Shipping Method:
Hold For Pickup

FOB:
Destination

Sales Person:
Greg Strange
greg.strange@platt.com

Branch:
Spokane #9
5095346630

Special Quote Conditions:

	PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.	**Eaton Gear** *Eaton Gear per attached BOM*	1	$263,500.00[000] EA	$263,500.00
2.	**Battery Storage** *Eaton Battery Storage per attached BOM*	1	$572,500.00[000] EA	$572,500.00
3.	**Eaton Brightlayer** *Eaton Brightlayer per attached BOM*	1	$142,000.00[000] EA	$142,000.00

Click View Quote above to view the equipment BOM.

Entire Quote:

Sub Total:	$978,000.00
S/H:	$0.00
Other Charges:	$0.00
Tax:	Not Included
Total:	$978,000.00

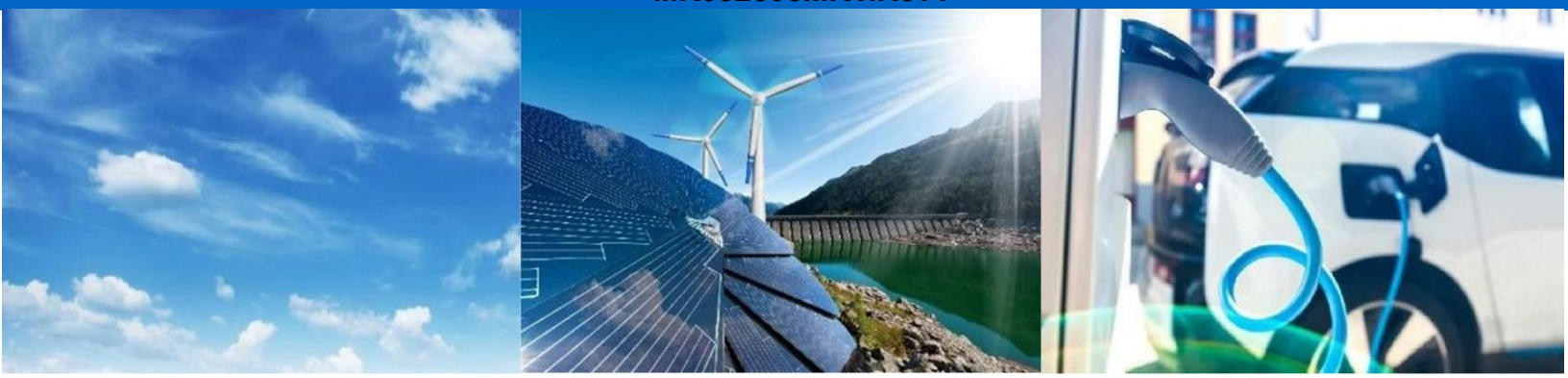
Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that

Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at https://www.rexelusainc.com/terms/terms.html

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.



Eaton Battery Energy Storage Solutions

Project: City of Spokane Water Department BESS
Proposal: Eaton xStorage 250kW Presented
To: Dan Howe, Platt

Date: June 30th, 2026



8609 Six Forks Road
Raleigh, NC 27615

To: Matt Verheul,

As a diversified power management company with more than 100 years of existence, Eaton has powered the globe with innovative solutions in the electrical, automotive, aerospace and hydraulics industries. Eaton appreciates the opportunity to respond to Tessera's Microgrid BESS request.

Eaton's heritage in the electrical industry includes, circuit protection, power distribution, controls, and UPS backup systems. Building off the strong engineering and manufacturing experience in the UPS market, Eaton's xStorage Battery Energy Storage System benefits from the unparalleled quality associated with Eaton. In North America, the xStorage BESS covers power ratings from 250kW-1MW. It is also supported by 24x7 dispatch and over 275 factory trained field service engineers, ready to deploy preventative maintenance and service calls.

To better assist you with optimizing the design of your system, please inquire about carbon footprint and financial ROI analysis. We are happy to report our insights into how energy storage systems can enhance your operation.

The Eaton xStorage product described herein is certified for use in North America. It is certificated by UL1741 SA & SB, UL9540, IEE1547, NFPA 855 and is a proven technology to provide secure, reliable, and safe power.

Thank you for your time and consideration.

Sincerely,

Mikko Keranen
Performance Power Concepts
509-951-2058

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Storage, installation and rigging are not included in any pricing. Eaton Terms & Conditions addendum, are an integral part of this proposal. This proposal must be referenced in your purchase order, and all purchase orders must be made out to Eaton. Eaton reserves the right to review/negotiate, any/all terms and conditions not in agreement with the above prior to acceptance of an order or entering into a contract. All pricing is valid for 30 days from proposal date unless indicated otherwise. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering that state shown as the ship to address or service location on your purchase order. Please note full cancellation charges will be applicable to all out sourced items included in this proposal after 30 days ARO/ADA upon cancellation of project. Payment terms are net 30 days from date of shipment which is date of invoice.

Detail Bill of Material

Project Name:	MK082505 - City of Spokane - Water Department - BESS Project	**Negotiation No:**	SW000406X6K1
General Order No:		**Alternate No:**	0000
Bid Date	4/10/2026	**Est. Purchase Date:**	9/29/2026

Item No.	Qty	Product	Description
	1	xStorage	Eaton xStorage 250 kW Inverter Module

Catalog No B02520100000001

Catalog No	Qty	List of Materials
B02520100000001	1	250 kW Inverter Rating, 2.72 of Runtime
P-103005214-001	1	Auto Grid-forming
V47R48T3316PV	1	300kVA, 480Y/277V Primary, 480 Delta Secondary Isolation Transformer
WS62	1	XFMR WEATHERSHIELD KIT FITS FRAME FR945
FREIGHT-PQD	1	Standard Ground Shipping to CA

Item No.	Qty	Product	Description
	1	Microgrid Controller	Microgrid Controller/Bright Layer

Microgrid Controller Enclosure, CIC 150, UPS, Network Switch, Power Supply, Firewall and Assembly.
1 One-time: Turnkey Software Setup, Install and Commissioning.
2 Annual Software Service Subscription & Support

Eaton Selling Policy 25-000 applies.

If Eaton and the buyer entity listed on this purchase order have a separate executed written agreement for the products/services herein, then that agreement applies. Otherwise, Eaton's Selling Policy 25000 (https://www.eaton.com/ca/en-gb/support/terms-conditions.html) controls and supersedes all prior correspondence or communications between Eaton and the buyer, and any additional or different terms proposed by the buyer are rejected.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

xStorage Specifications

250 kW Inverter Module
Input: 480VAC, 3-Phase, 3-Wire + Ground, 60Hz
Output: 480VAC, 3-Phase, 3-Wire + Ground, 60Hz
Full System Dimensions: 200.2" W x 64.6" D x 89.8" H
Weight: 19618.70 lbs

Standard Features:

Inverter efficiency >98%
Grounding Terminal
External manual disconnect switch
Product-mounted Emergency Power Off Switch
UL 1741 islanding supported

Communication Options Included:

Remote Connectivity
- Cellular Link (4G LTE / 5G)
- Cellular based system monitoring, cloud API/control, customer dashboard
- Includes Cybersecurity Encryption and is UL 2900-2-2 Compliant

Wired Connectivity
- Modbus TCP/IP
- Supports recieving a command from a higher level controller via Modbus TCP/IP

Battery System:

Quantity 2,
Runtime: 2.72
Individual Battery Cabinet Dimensions: 52" W x 52" D x 90" H

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY: Dylan Jackson	DATE: 4/9/2026	**Eaton**			
APPROVED BY	DATE	JOB NAME: BESS - City of Spokane 4.3.26			
		DESIGNATION			
VERSION: 10.0.0.0		TYPE: xStorage		DRAWING TYPE: Customer Appr.	
NEG-ALT Number: SW000406X6K1-0000	REVISION: 0	DWG SIZE: A	G.O.	ITEM	SHEET: 1 of 2



1

Structure	1									
Ship-Inches Ship-MM										
Width-Inches Width-MM	200.2 508									
Depth-Inches Depth-MM	0 1 40									
Height-Inches Height-MM	8 228									
Weight-Lbs Weight-Kg	9618. 8897.37									

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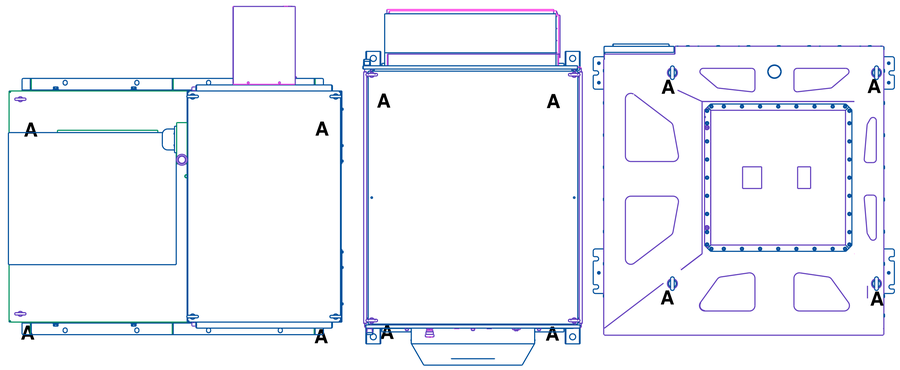
PREPARED BY: Dylan Jackson	DATE: 4/9/2026	**Eaton**			
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		DESIGNATION			
VERSION: 10.0.0.0		TYPE: xStorage		DRAWING TYPE: Customer Appr.	
NEG-ALT Number: SW000406X6K1-0000	REVISION: 0	DWG SIZE: A	G.O.	ITEM	SHEET: 2 of 2

TABLE A: WEIGHT & CENTER OF GRAVITY		DIMENSIONS MM [INCH]			WEIGHT kg [lbs]
		A	B	C	
CONTROL CABINET & AUX TRANSFORMER	1	781.06 [30.8]	568.98 [22.4]	875.03 [34.5]	557.01 [1228.0]
CAB1000 INVERTER	2	600 [23.6]	510 [20.1]	1110.25 [43.7]	1439 [3172.5]
8 MODULE ENERONE+ BATTERY RACK	3	825 [32.5]	860 [26]	660 [26]	3600 [7936.6]

A	LIFTING EYEBOLT LOCATIONS

Qty (2) battery cabinets = 15,872 lbs total

Total system weight = 20,272 LBS

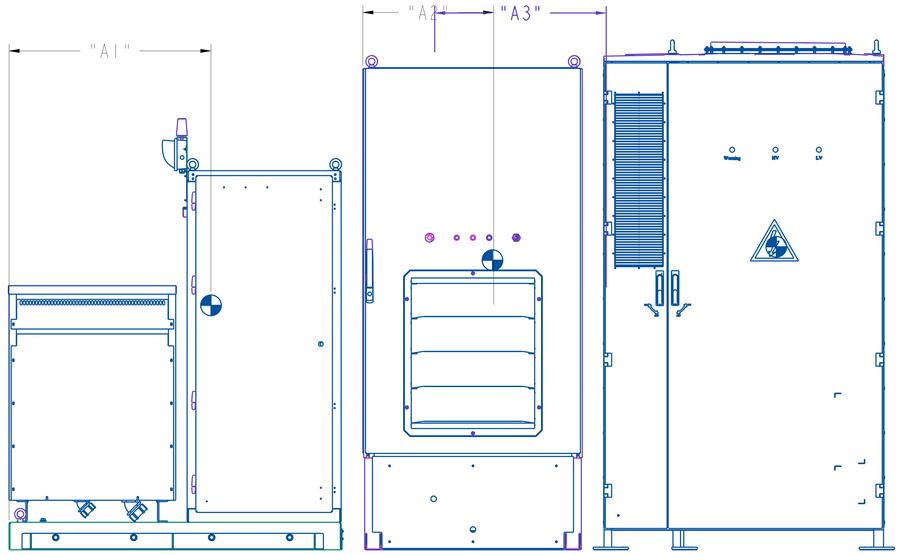


TOP VIEW

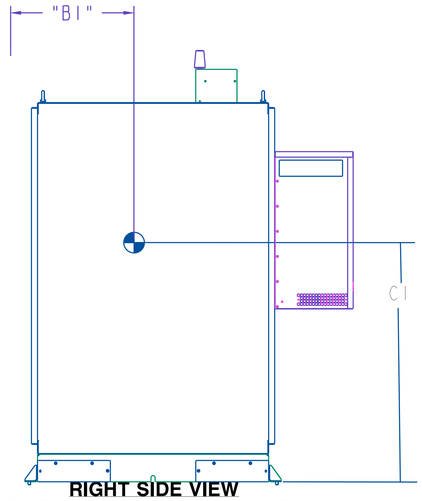
TABLE B: SYSTEM SPECIFICATIONS							
SYSTEM	AC INPUT/ OUTPUT VOLTAGE	AC INPUT/ OUTPUT CURRENT	DC INPUT VOLTAGE	DC INPUT CURRENT	30°C AMBIENT QTY OF BATTERY RACKS	40°C AMBIENT QTY OF BATTERY RACKS	50°C AMBIENT QTY OF BATTERY RACKS
kW	VAC	A	VDC	A	MIN QTY	MIN QTY	MIN QTY
250		301		188	1	1	1
300		361		226			
350		421		263		2	2
400		482		301	2		
450		542		339			
500		602		376			
550		662		414			
600	480	722	1331.2	451			
650		782		489			3
700		842		526		3	
750		903		564	3		
800		963		601			
850		1023		639			
900		1083		677			
950		1143		714			N/A
1000		1203		752		N/A	

MAX DC CURRENT PER BATTERY RACK: 30°C = 263A; 40°C = 245A; 50°C = 226A
BASED ON DC CABLE TYPE XLPE 2000V 105°C RATED EQUIVALENT TO:
MANF. ADC P/N 30302NPV_ET

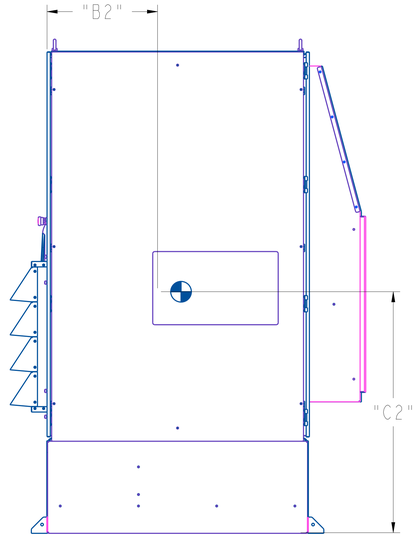
NO. OF 8 MODULE ENERONE+ BATTERY RACKS	CAPACITY (kWh)
1	379.4
2	758.8
3	1138.2
4	1517.6
5	1897
6	2276.4
7	2655.8
8	3035.2



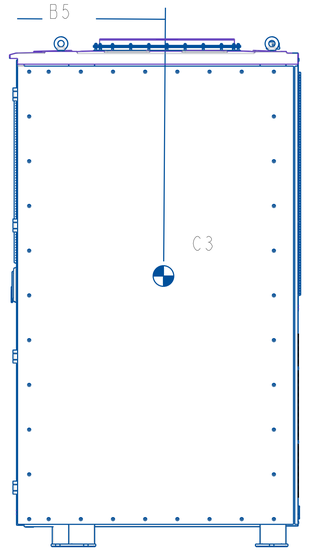
FRONT VIEW



RIGHT SIDE VIEW
CONTROL CABINET AND AUX TRANSFORMER



RIGHT SIDE VIEW
CAB1000 INVERTER

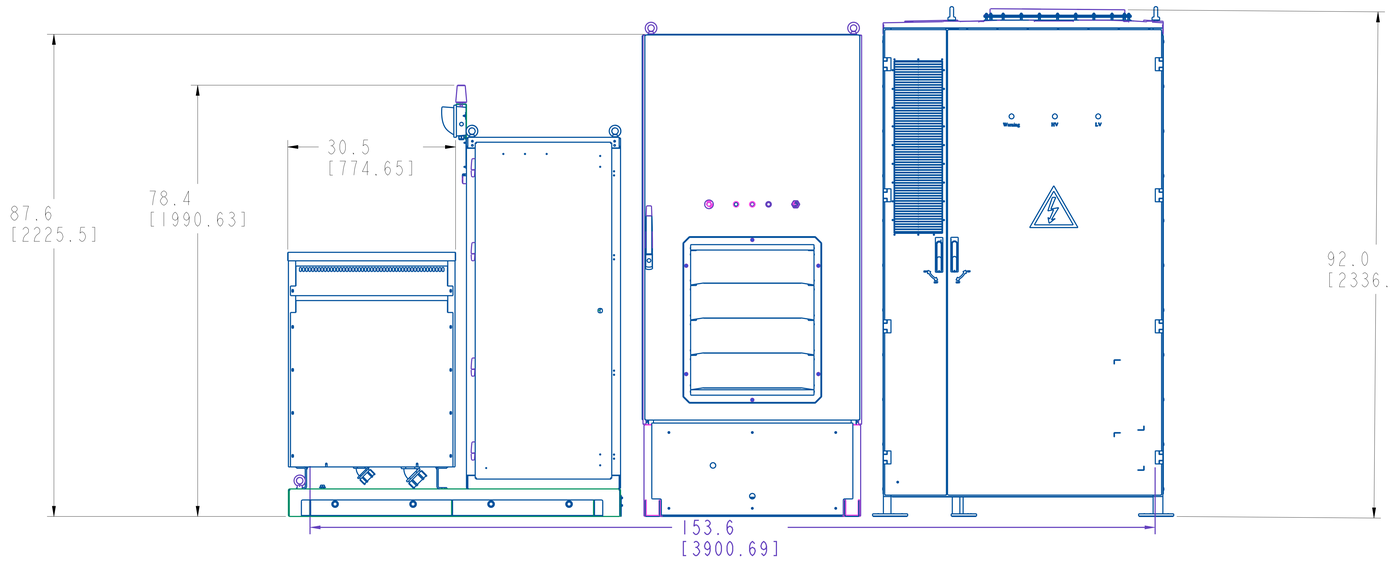


RIGHT SIDE VIEW
ENERONE+ BATTERY RACK

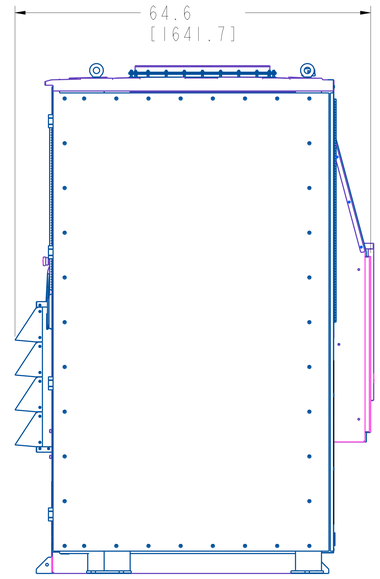
METRIC	THIRD ANGLE PROJECTION	BASE (PART NUMBER): P-I10001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2020	SEE NOTES FOR TOLERANCES DIM ARE IN MM [INCHES] AFTER PLATING (UNLESS SPEC DIM AND TOL PER ASME Y14.5-2018)	STATE: RELEASE
MODIFIED BY:	ECO:		SCALE: 0.100
			SHEET: 1 OF 9

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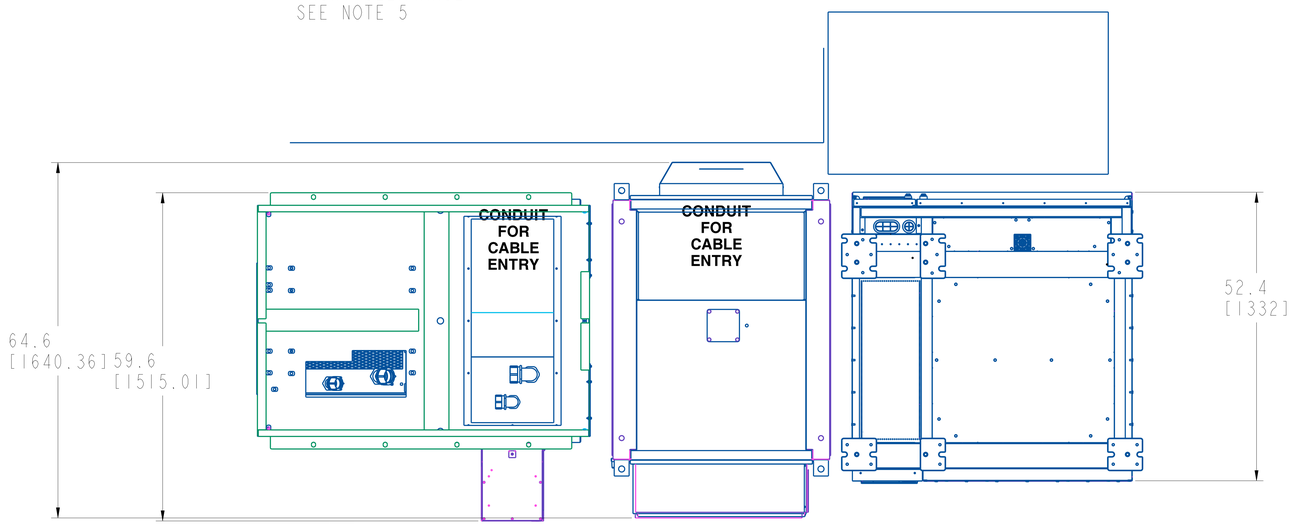
OPERATIONAL CLEARANCE REQUIREMENTS
ONE BATTERY RACK LAYOUT



FRONT VIEW



RIGHT SIDE VIEW



BOTTOM VIEW

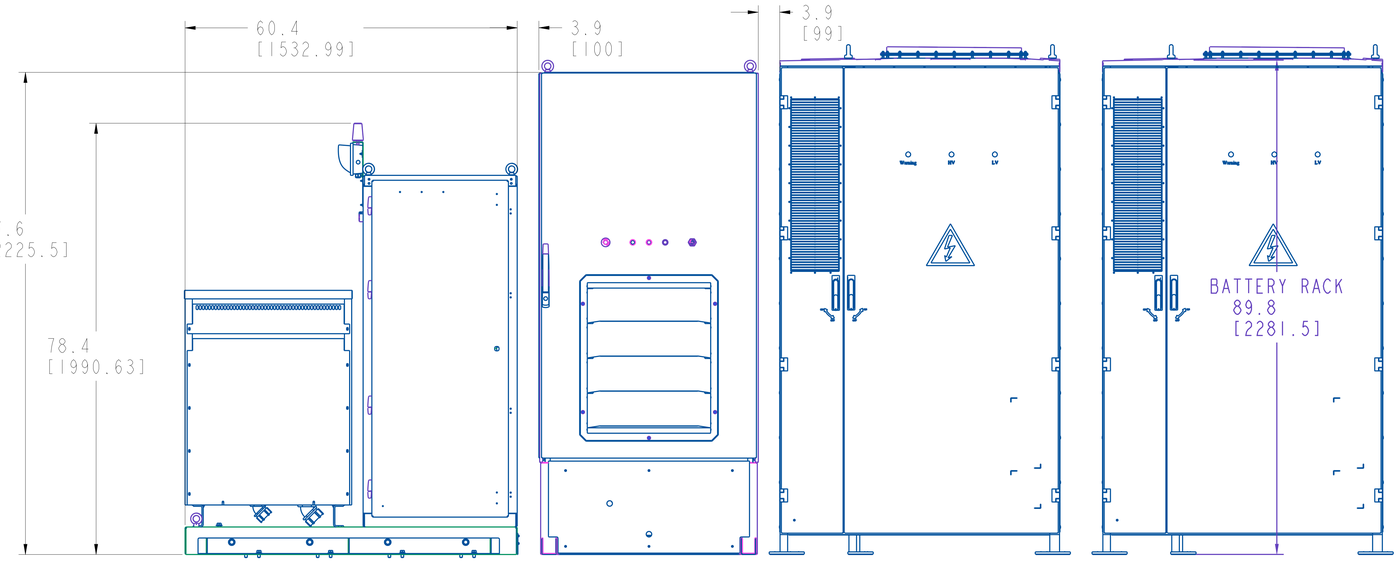
NOTES:

1. SEE MANUAL FOR LEVEL SURFACE REQUIREMENTS. MUST BE INSTALLED ON A LEVEL SURFACE SUITABLE FOR ELECTRONIC EQUIPMENT
2. CONTROL CABINET, CABI000 INVERTER, AND ENERONE+ BATTERY RACKS INCLUDE REMOVABLE BOTTOM CONDUIT LANDING PLATE FOR POWER AND CONTROL WIRE ENTRY.
3. COMPONENT CLEARANCES ARE DEPENDENT ON CONTRACTOR METHOD OF INSTALLATION. RECOMMEND RESERVING ADDITIONAL WIDTH CLEARANCE FOR COMPONENT PLACEMENT.
4. SYSTEM CLEARANCES:
   BETWEEN CONTROL CABINET AND INVERTER: 76.2mm [3.0"]
   BETWEEN INVERTER AND BATTERY RACK: 12.7mm [0.5"]
   BETWEEN ADJACENT BATTERY RACKS: 100mm [4"]
5. SEE SHEET 2A, 2B AND 2C FOR SERVICE ACCESS AND CLEARANCE REQUIREMENTS BEYOND KEEP OUTS NOTED ON DRAWING. SHEETS 3,4,5 SHOW OPERATIONAL CLEARANCES ONLY.
6. AMBIENT OPERATING TEMPERATURES:
   -20 to 40°C
   -20 to 50°C WITH DERATE
   RELATIVE HUMIDITY (OPERATING AND STORAGE) 5% TO 95% MAX.
7. ENVIRONMENTAL RATINGS:
   BATTERY RACK: IP56/NEMA 3R
   INVERTER: IP55|NEMA3R
   CONTROL CABINET: IP56|NEMA3R
   AUX TRANSFORMER: NEMA 3R
8. ALL WIRING IN ACCORDANCE WITH NATIONAL AND LOCAL ELECTRIC CODES.
9. WEIGHT OF THE CABINET DOES NOT INCLUDE CUSTOMER WIRING.
10. ALL DIMENSIONS SHOWN IN MM [INCH].
11. SPECIFICATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE.

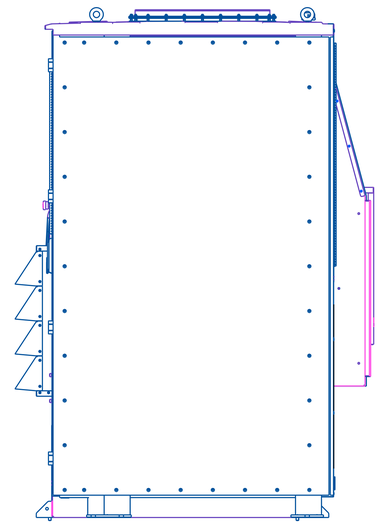
METRIC	THIRD ANGLE PROJECTION	DWG (PART NUMBER): P-110001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	DEFAULT TOLERANCES PER ASME Y14.5M-2018	STATE: RELEASE
MODIFIED BY:			ECO:
			SCALE: 0.100
			SHEET: 3 OF 9

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OPERATIONAL CLEARANCE REQUIREMENTS
TWO BATTERY RACK LAYOUT



FRONT VIEW

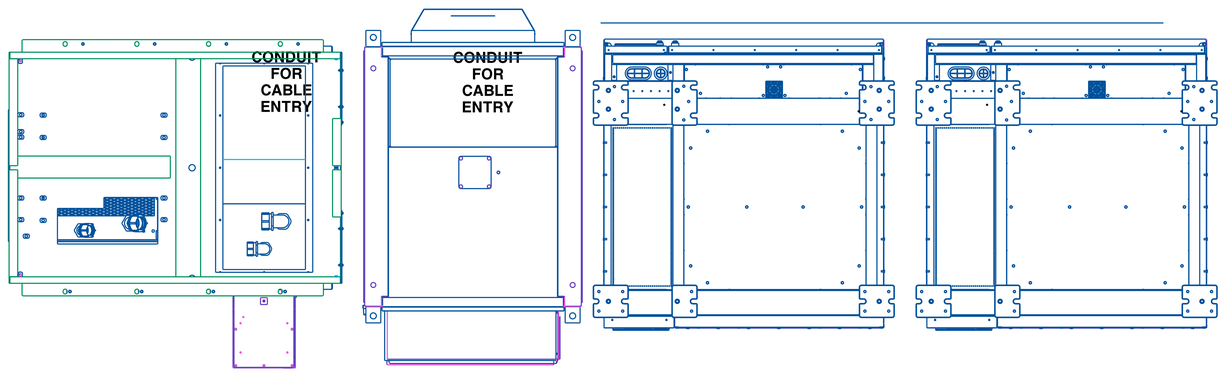


RIGHT SIDE VIEW

INVERTER LINE-UP
FRONT CLEARANCE
SEE NOTE 5

BATTERY RACK
FRONT CLEARANCE
SEE NOTE 5

CONDUIT FOR CABLE ENTRY



BOTTOM VIEW
SEE SHEET 4A FOR OPERATIONAL CLEARANCE DIMENSIONS

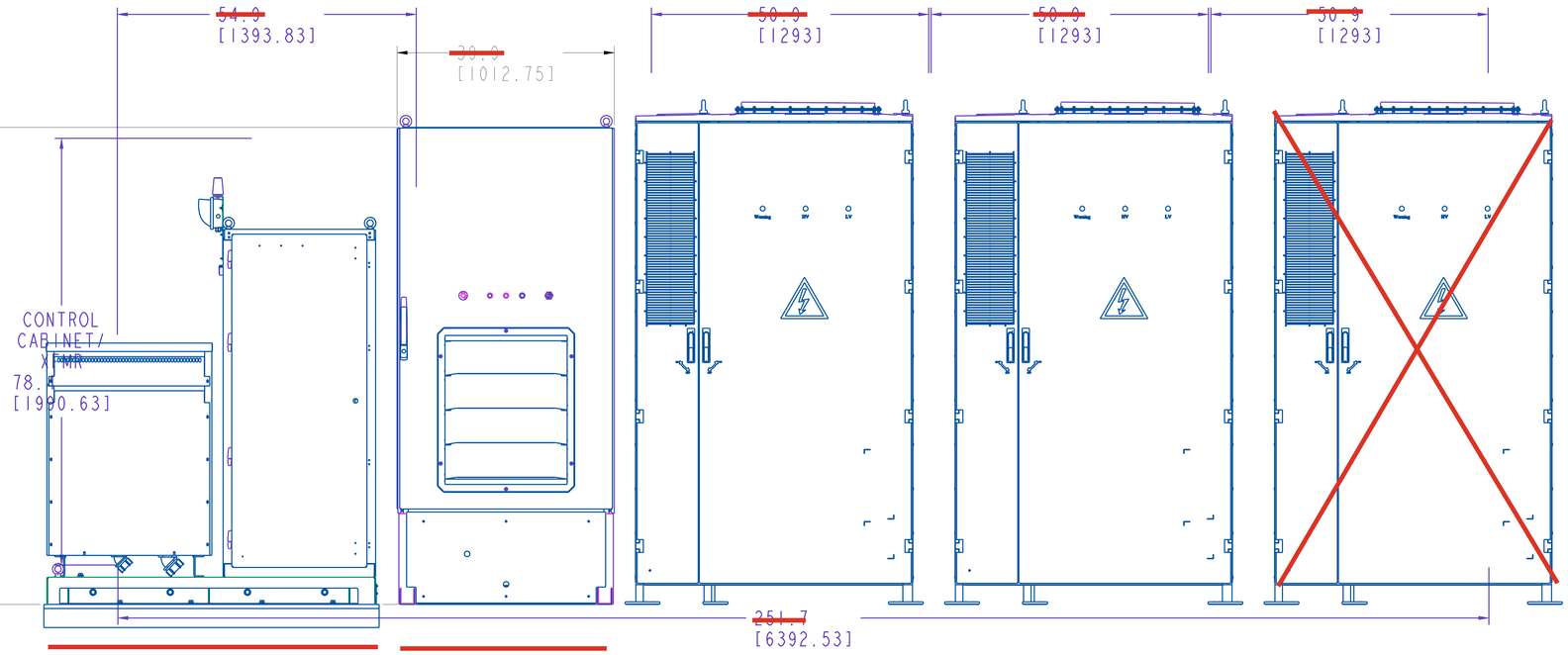
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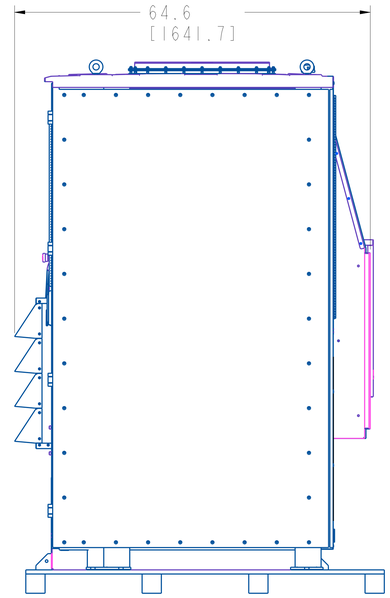
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   -20 to 50°C WITH DERATE
   RELATIVE HUMIDITY (OPERATING AND STORAGE) 5% TO 95% MAX.
7. ENVIRONMENTAL RATINGS:
   BATTERY RACK: IP56|NEMA3R
   INVERTER: IP56|NEMA3R
   CONTROL CABINET: IP56|NEMA3R
   AUX TRANSFORMER: NEMA 3R
8. ALL WIRING IN ACCORDANCE WITH NATIONAL AND LOCAL ELECTRIC CODES.
9. WEIGHT OF THE CABINET DOES NOT INCLUDE CUSTOMER WIRING.
10. ALL DIMENSIONS SHOWN IN MM [INCH].
11. SPECIFICATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE.

METRIC	THIRD ANGLE PROJECTION		REVISION: 01	EATON
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION				SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES. DIM ARE IN MM [INCHES] AFTER PLATING THICKNESS. INTERPRET DIM AND TOL PER ASME Y14.5-2018	STATE: RELEASE	SCALE: 0.100
MODIFIED BY:			ECO:	SHEET: 4 OF 9

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OPERATIONAL CLEARANCE REQUIREMENTS
EIGHT BATTERY RACK LAYOUT





RIGHT SIDE VIEW

Control cabinet +
30kVA control XFMR

60.4" W

Inverter

40" W

Battery Cabinet #1

51" W

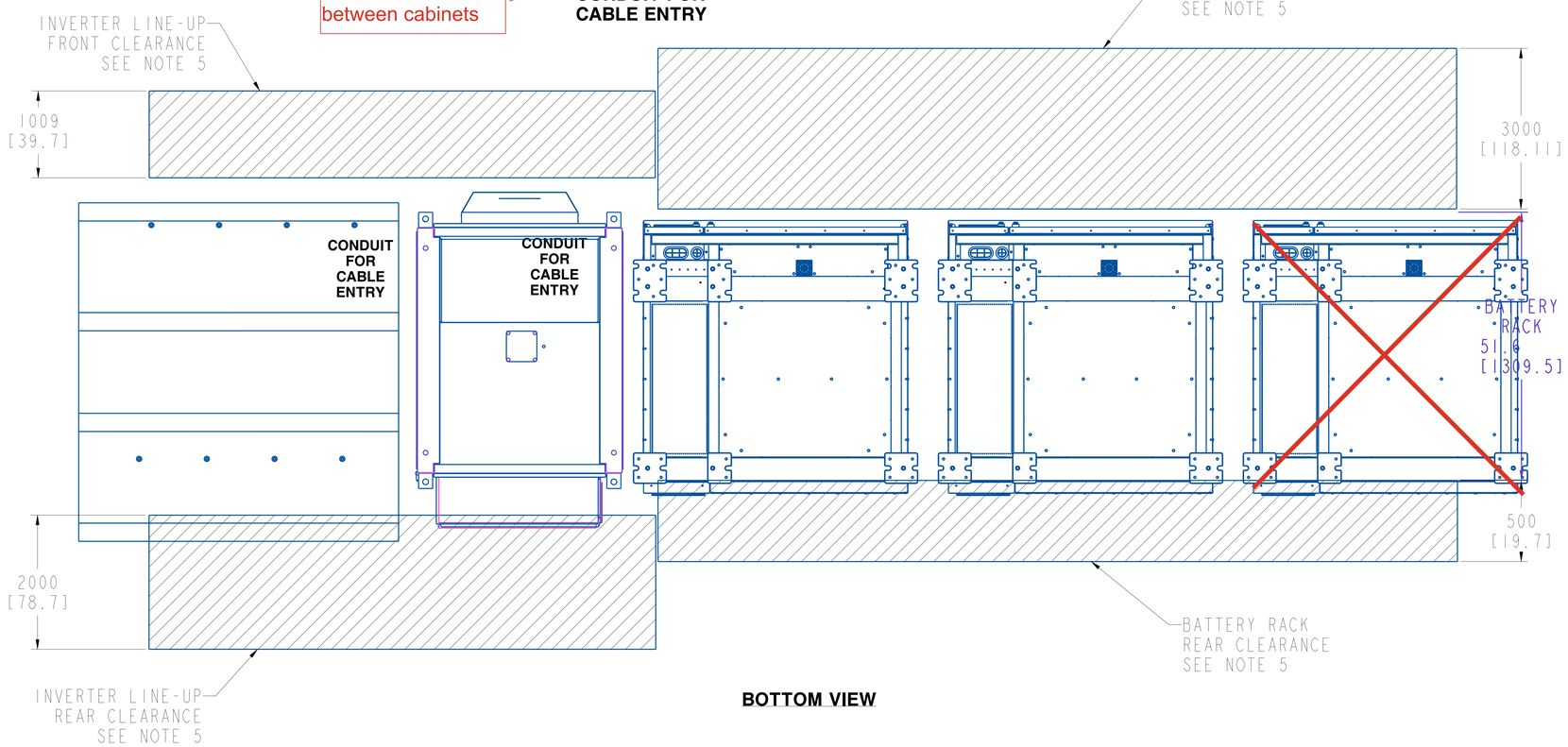
Battery Cabinet #2

51" W

4" clearance
between cabinets

TOTAL SYSTEM WIDTH = 214.4"

****Does not include 300kVA Isolation XFMR. See next page.**



BOTTOM VIEW

NOTES:

1. SEE MANUAL FOR LEVEL SURFACE REQUIREMENTS. MUST BE INSTALLED ON A LEVEL SURFACE SUITABLE FOR ELECTRONIC EQUIPMENT
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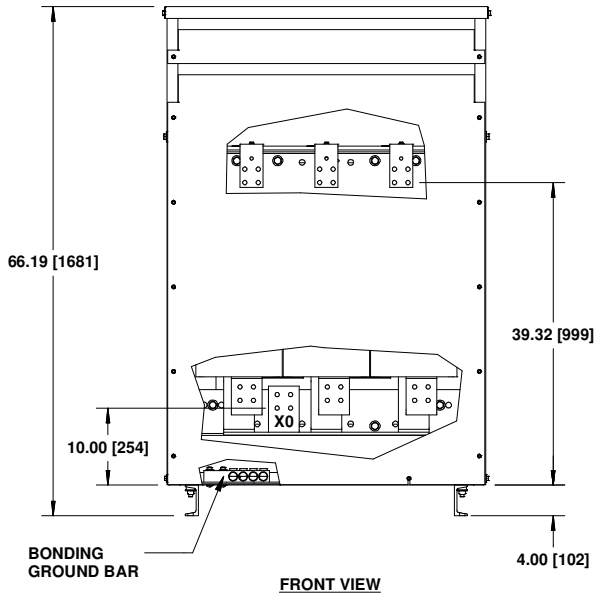
METRIC	THIRD ANGLE PROJECTION	NAME \ PART NUMBER: P-110001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES UNLESS OTHERWISE SPECIFIED INTERPRET DIM AND TOL PER ASME Y14.5-2018	STATE: RELEASE
MODIFIED BY:			ECO:
			SCALE: 0.100
			SHEET: 4A OF 9

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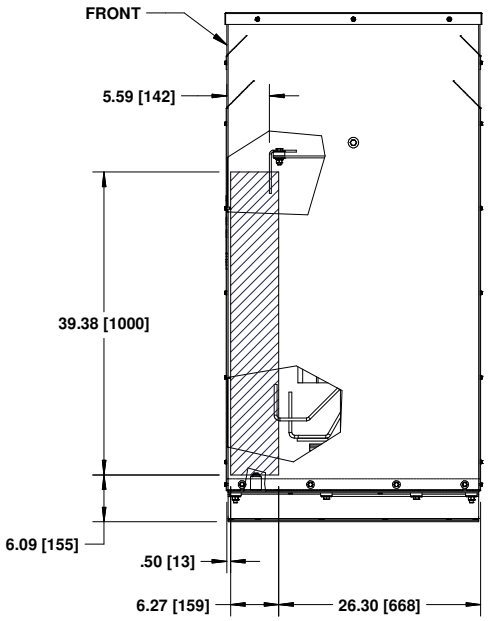
NOTE:

1. ALL UNITS ARE DESIGNED IN ACCORDANCE WITH APPLICABLE NEMA, UL, ANSI, AND IEEE STANDARDS.
2. DRY-TYPE VENTILATED, CLASS AA, NEMA TYPE 2 ENCLOSURE.
3. FOR NEMA 3R OUTDOOR APPLICATION, USE WEATHERSHIELD # WS62.
4. TRANSFORMERS ARE FLOOR MOUNTED.
5. 220°C CLASS INSULATION SYSTEM.
6. PAINT COLOR IS ANSI #61.
7. ALUMINUM UNITS HAVE ALUMINUM WINDINGS AND TERMINATIONS. COPPER UNITS HAVE COPPER WINDINGS AND TERMINATIONS.
8. TRANSFORMER CAN BE INSTALLED AT A MIN. DISTANCE TO BACK AND SIDE WALLS OF 2 INCHES AND TO A 6 INCHES MIN. DISTANCE TO BACK WALLS WHEN WEATHERSHIELDS ARE NEEDED. WALLMOUNT BRACKETS CANNOT BE USED IN COMBINATION WITH WEATHERSHIELDS.
9. DIMENSIONS IN INCHES(mm).

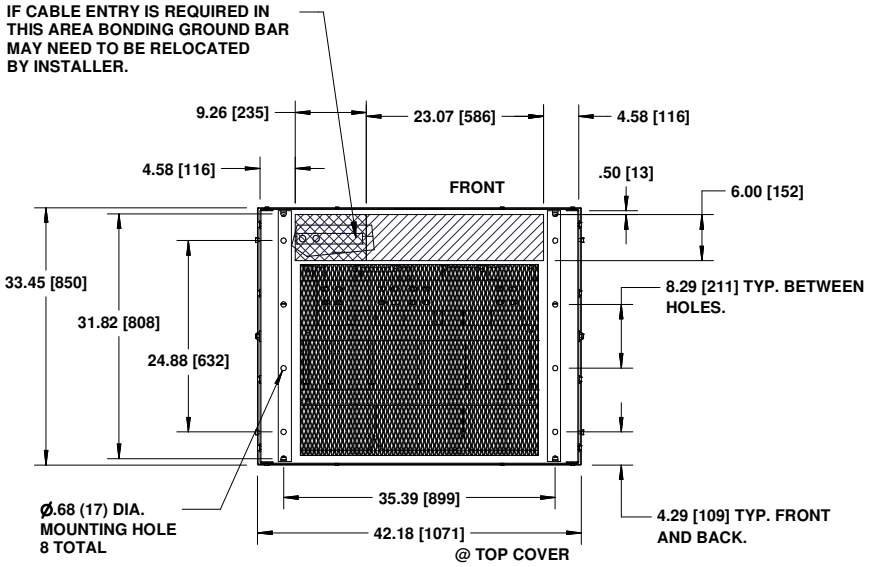
for Isolation Transformer sizes: 300kVA



FRONT VIEW



SIDE VIEW



BOTTOM VIEW

USE 39.38[1000] x 6.27[159] BOTH SIDES, AND (23.07[586]+9.26[235]) x 6.00[152] ON BOTTOM AS RECOMMENDED CABLE ENTRY LOCATIONS.

THIS DIMENSION DRAWING IS FOR REFERENCE ONLY. IT IS NOT TO BE REGARDED AS INDICATING THE EXACT DETAILS OF CONSTRUCTION.

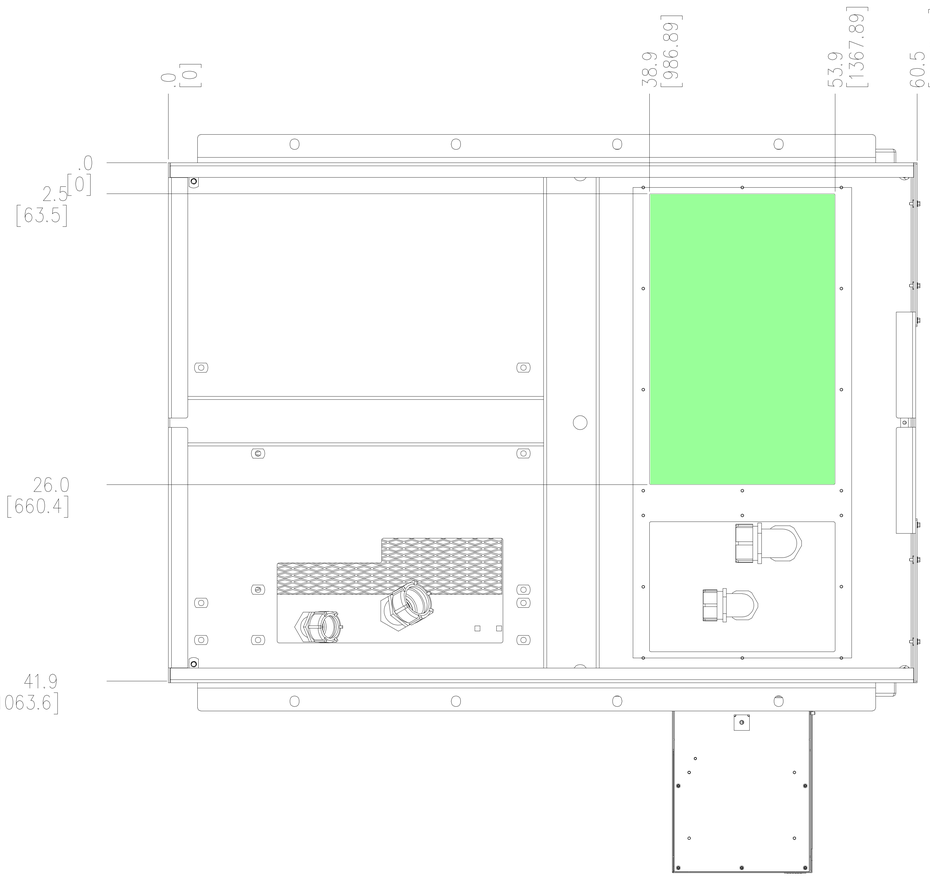
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4	ECO-133517 .	J.G.	C.B.	1/1/2018
3	ECN107449 .	J.C.S.	E.R.	4/28/2017

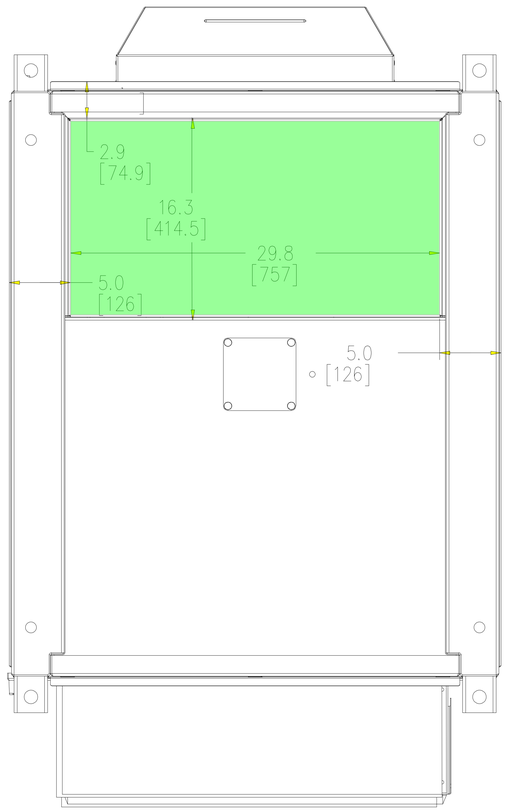
REVISIONS

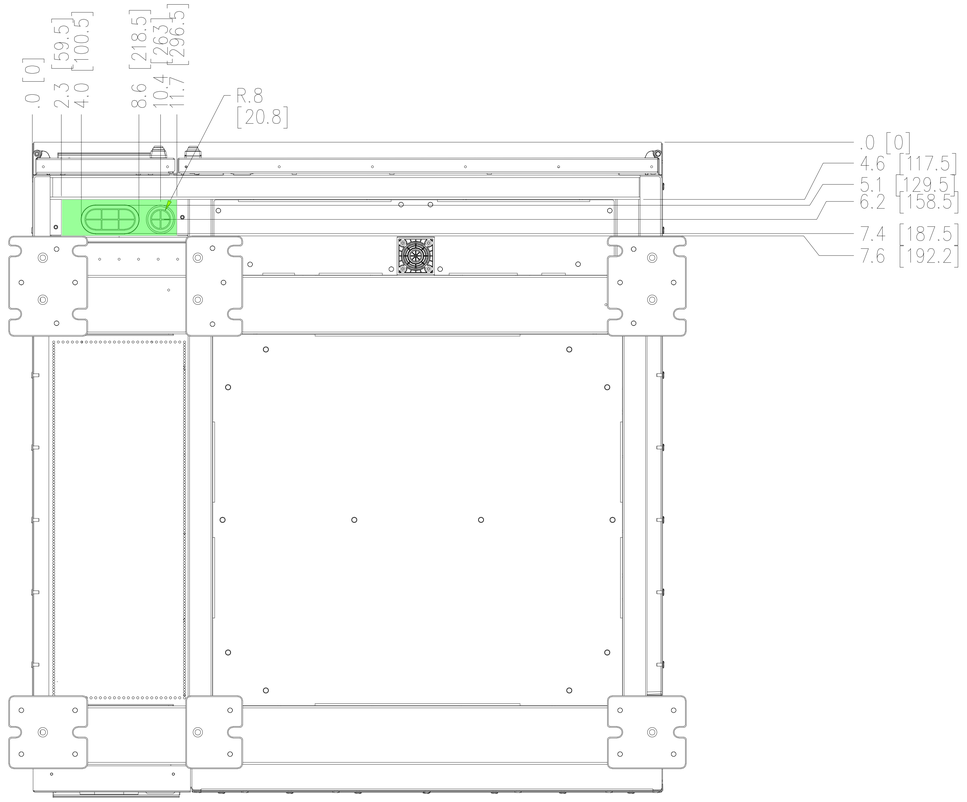
PRODUCT CODE: ·

FEDERAL ID NO. ·

DFTR S.B.	DATE 10/30/2015	THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON CORPORATION. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.	EATON
APPD D.G.	DATE 10/30/2015	TITLE DRY TYPE TRANSFORMER OUTLINE	
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REVISION 5		G.O. .	DWG FR945
			SHEET 1 OF 1



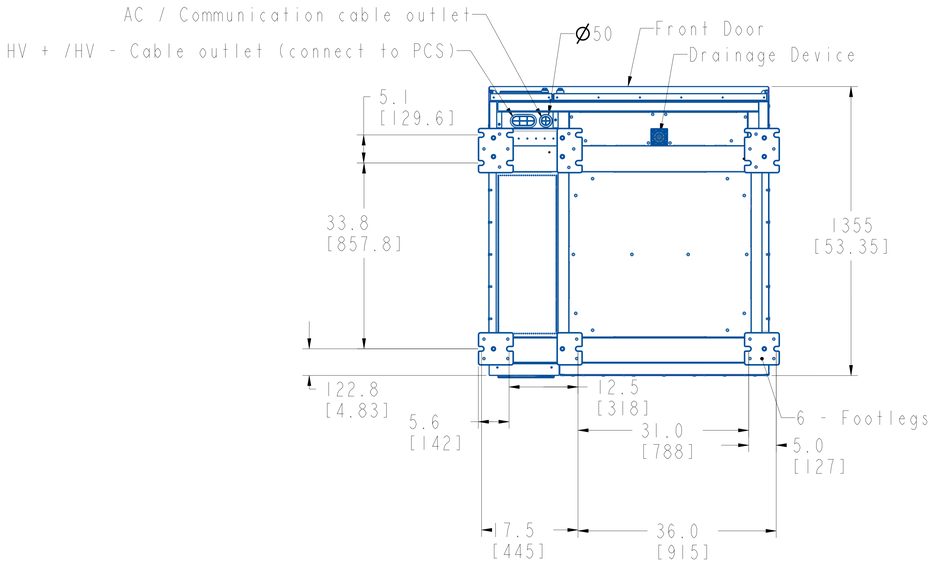




Icarus Conduit Entry

METRIC	THIRD ANGLE PROJECTION	DWG PART NUMBER: 116001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	GD&T NOTE FOR TOLERANCES: DIM. ARE IN MM (INCHES) AFTER PLATING INTERPRET DIM AND TOL PER ASME Y14.5-2018	STATE: RELEASE
MODIFIED BY:			SCALE: 0.225
			CO: CO-0359627
			SHEETS: 19 OF 19

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METRIC	THIRD ANGLE PROJECTION	BASE (PART NUMBER): P-110001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES. DIM ARE IN MM [INCHES] AFTER PLATING INTERPRET DIM AND TOL PER ASME Y14.5-2018	STATE: RELEASE
MODIFIED BY:			SCALE: 0.100
			CO: CO-0359627
			SHEET: 3 OF 9

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TABLE D: CONTROL WIRING

CABLE #	CONNECTION	FROM	TO	NOMINAL VOLTAGE	CABLE QTY/AWG (90 °C, THHN)	EMT CONDUIT SIZE (in.)	CONDUIT #
C1	CONTROL CABINET INPUT POWER	CONTROL CABINET: DB1, DB2, DB3, GND	SITE SWITCHBOARD: CB2-2, CB2-4, CB2-6, GND	480 VAC	4/C #6	1.25	1
C2	SITE INPUT METER PT	CONTROL CABINET: TB2-4, TB3-5, TB3-6	SITE SWITCHBOARD: SUB LINE SIDE ØA-V, ØB-V, ØC-V	480 VAC	3/C #14	0.75	2
C3	SITE METER CT	CONTROL CABINET: TB2-15, TB2-16, TB2-17, TB2-18, TB2-19, TB2-20	SITE SWITCHBOARD: CT1 ØA-X1, ØA-X2, ØB-X1, ØB-X2, ØC-X1, ØC-X2	480 VAC	6/C #14		
C4	BESS METER PT	CONTROL CABINET: TB2-1, TB3-2, TB3-3	SITE SWITCHBOARD: CB1 LOAD SIDE ØA-V, ØB-V, ØC-V	480 VAC	3/C #14	0.75	3
C5	BESS METER CT	CONTROL CABINET: TB2-8, TB2-9, TB2-10, TB2-11, TB2-12, TB2-13	SITE SWITCHBOARD: CT2 ØA-X1, ØA-X2, ØB-X1, ØB-X2, ØC-X1, ØC-X2	480 VAC	6/C #14		
C6	INVERTER COOLING POWER	CONTROL CABINET: TB1-1, TB1-2, TB1-3	INVERTER: XD17-1, XD17-2, XD17-3	208 VAC	3/C #12	0.50	4
C7	INVERTER CONTROL POWER	CONTROL CABINET: TB1-4, TB1-5, TB1-6	INVERTER: XD17-4, XD17-5, XD17-6	208 VAC	3/C #12		
C8	INVERTER MODBUS TCP (SEE NOTE 2 ON SHEET 9)	BRIDGE CABINET: ES1-4	INVERTER: MODBUS TCP RJ45 PORT	24 VDC	SHIELDED CAT6	0.50	5
C9*	MX1 CLOSE	INVERTER: M10-14, XD22-2	SITE SWITCHBOARD: MX2 CONTROL PAN TB1-15,16	24 VDC	2/C #18	0.50	6
C10*	MX2 CLOSE	INVERTER CAB1000: XD3-2, XD3-5	SITE SWITCHBOARD: MX2 CONTROL PAN TB1-17,18	24 VDC	2/C #18		
C11*	MX2 LINE VOLTAGE SENSE	INVERTER CAB1000: REMOTE SENSE L1, L2, L3	SITE SWITCHBOARD: MX2 CONTROL PAN TB1-11,12,13	480 VAC	3/C #18		
C12	BMS & FIRE PANEL COMMUNICATION	CONTROL CABINET: TB3-31, TB3-32, TB3-33, TB3-34, TB3-35, TB3-36	BATTERY RACK #1: JX3-C, JX3-D, JX3-E, JX3-F, JX3-G, JX3-H	24 VDC	6/C #22	0.75	7
		CONTROL CABINET: TB3-38, TB3-39, TB3-40	BATTERY RACK #1: JX3-A, JX3-B	24 VDC	1/#22 TWISTED PAIR SHIELDED		
C13	BATTERY RACK 1 AUX POWER	CONTROL CABINET: TB1-8, TB1-9, TB1-11, TB1-12	BATTERY RACK #1: JXH1-A, JXH1-B, JXH1-C, JXH1-D	208 VAC	2/C #18 2/C #12	0.50	8
C14	BATTERY RACK 1 TO RACK 2 BMS & FIRE PANEL COMMUNICATION	BATTERY RACK #1: JX2-C, JX2-D, JX2-E, JX2-F, JX2-G, JX2-H	BATTERY RACK #2: JX3-C, JX3-D, JX3-E, JX3-F, JX3-G, JX3-H	24 VDC	6/C #22	0.75	9
		BATTERY RACK #1: JX2-A, JX2-B	BATTERY CABINET #2: JX3-A, JX3-B	24 VDC	1/#22 TWISTED PAIR SHIELDED		
C15	BATTERY RACK 2 AUX POWER	CONTROL CABINET: TB1-14, TB1-15, TB1-17, TB1-18	BATTERY RACK #2: JXH1-A, JXH1-B, JXH1-C, JXH1-D	208 VAC	2/C #18 2/C #12	0.50	10
C16	BATTERY RACK 2 TO RACK 3 BMS & FIRE PANEL COMMUNICATION	BATTERY RACK #2: JX2-C, JX2-D, JX2-E, JX2-F, JX2-G, JX2-H	BATTERY RACK #3: JX3-C, JX3-D, JX3-E, JX3-F, JX3-G, JX3-H	24 VDC	6/C #22	0.75	11
		BATTERY RACK #2: JX2-A, JX2-B	BATTERY RACK #3: JXH1-A, JXH1-B, JXH1-C, JXH1-D	24 VDC	1/#22 TWISTED PAIR SHIELDED		
C17	BATTERY RACK 3 AUX POWER	CONTROL CABINET: TB1-20, TB1-21, TB1-23, TB1-24	BATTERY RACK #3: JXH1-A, JXH1-B, JXH1-C, JXH1-D	208 VAC	2/C #18 2/C #12	0.50	12

* CABLE # C9, C10, C11 ONLY REQUIRED IN GRID FORMING APPLICATIONS. C9 & C10 TO BE 600V RATED IF PLACED IN SINGLE CONDUIT WITH C11. ADD #18 WIRE JUMPER FROM INVERTER XD22-1 TO M10-13 FOR GRID FORMING APPLICATIONS.

METRIC	THIRD ANGLE PROJECTION	NAME / PART NUMBER: P-110001098	REVISION: 01	EATON
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION				SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES (UNLESS OTHERWISE SPECIFIED) FINISH ARE 10 MM (INCHES) AFTER PLATING (UNLESS OTHERWISE SPECIFIED) FINISH ARE 10 MM AND TOL PER ASME Y14.5-2018	STATE: RELEASE	SCALE: 0.100
MODIFIED BY:			ECO:	SHEET: 7 OF 9

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TABLE D SYSTEM BREAKER TABLE			
SYSTEM (KW)	BREAKER	CURRENT RATING (A)	
		100% RATED	80% RATED
1000	SUB, CB1, MX2*	1600	1600
800	SUB, CB1, MX2*	1000	1200
700	SUB, CB1, MX2*	1000	1200
500	SUB, CB1, MX2*	700	800
350	SUB, CB1, MX2*	500	600
250	SUB, CB1, MX2*	350	400
BRIDGE CABINET P/N	BREAKER	CURRENT RATING (A)	
		100% RATED	80% RATED
P-103004900 (3 BATT MAX)	CB2	50	60
P-103005650 (8 BATT MAX)	CB2	80	100
ALL BREAKERS REQUIRE: AUX CONTACTS = 2A2B ALARM CONTACTS = 1A1B * OPTIONAL MX2 ONLY REQUIRED FOR GRID FORMING APPLICATIONS. BREAKER REQUIRES: 120V SPRING CHARGE 120V SPRING RELEASE (CLOSE OPERATION) 120V SHUNT TRIP (OPEN OPERATION)			

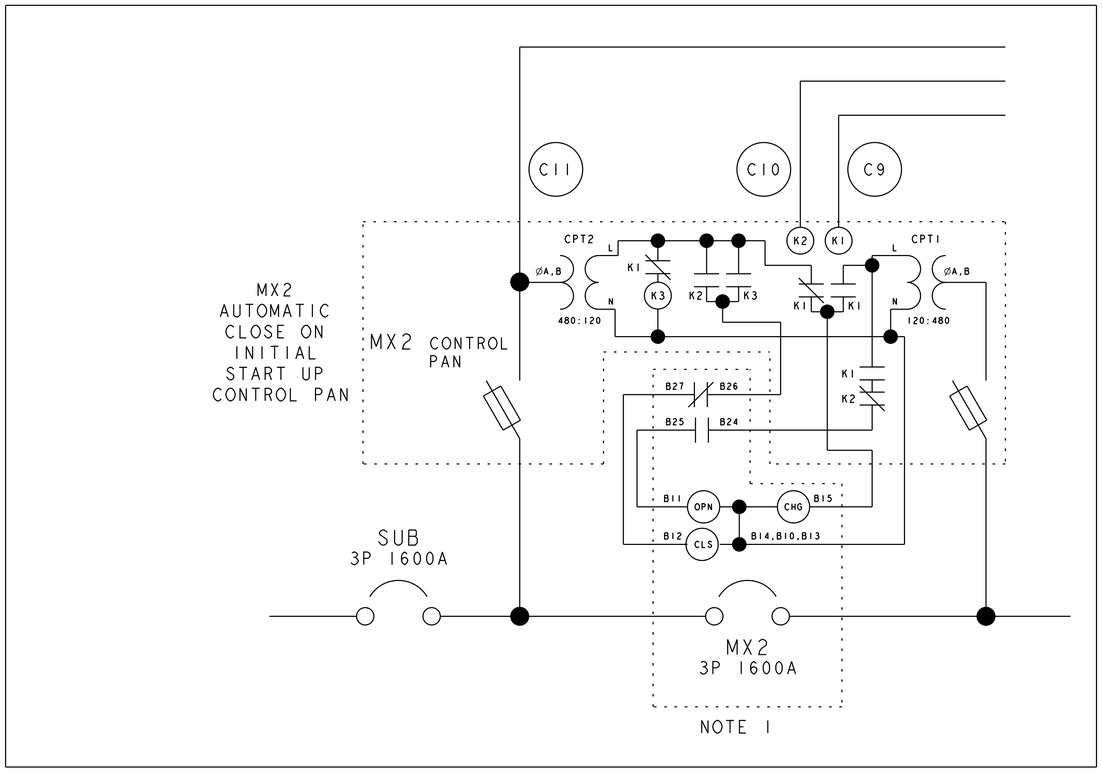


TABLE F: INPUT TRANSFORMER TABLE

SYSTEM POWER (KW)	TRANSFORMER RATING (KVA)
850-1000	1200
700-800	1000
450-650	750
300-400	500
250	300

INPUT TRANSFORMER REQUIREMENTS:
480 Y 277 PRI.- 480V DELTA SEC.
ISOLATION TRANSFORMER
TAPS 2 @ +2.5%, 2 @ -2.5%
150°C RISE
ELECTROSTATIC SHIELD

DELTA SECONDARY FACES INVERTER. SEE INVERTER MANUAL FOR ADDITIONAL TRANSFORMER REQUIREMENTS.

NOTE 1: OPTIONAL MX2 BREAKER AND MX2 CONTROL PAN ONLY REQUIRED FOR GRID FORMING APPLICATIONS. MX2 CONTROL TERMINALS IDENTIFIED ARE BASED ON EATON MAGNUM BREAKER TERMINALS FOR REFERENCE. SHEET 6 DEPICTS MX2 CONTROL PAN THAT REQUIRES MANUALLY CLOSING MX2 BREAKER ON INITIAL STARTUP. SEE SHEET 8 FOR MX2 CONTROL PAN CONFIGURATION THAT AUTO CLOSES MX2 ON INITIAL START UP.

METRIC | THIRD ANGLE PROJECTION | NAME (PART NUMBER): P-110001098 | REVISION: 01 | EATON
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION | SIZE: A0
ORIGINATED BY: S. Davis | 2/5/2026 | SEE NOTES FOR TOLERANCES DIM ARE IN MM [INCHES] AFTER PLATING INTERPRET DIM AND TOL PER ASME Y14.5-2018 | STATE: RELEASE | SCALE: 0.100
MODIFIED BY: | CO: CO-0359627 | SHEET: 8 OF 9

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NOTE 2:
CUSTOMER TO ADD QTY (2) FERRITE TO SHIELDED CAT6 CABLE CONNECTION INSIDE INVERTER AT 'MODBUS TPC' RJ45 JACK. LOOP CAT6 CABLE (3) TIMES THRU THE CENTER OF THE FERRITE BEADS AND CABLE AT RJ45 JACK. USE DMEGC P/N H48X30X15 R10K FERRITE OR EQUIVALENT. SEE TABLE G FOR FERRITE SPECIFICATION.

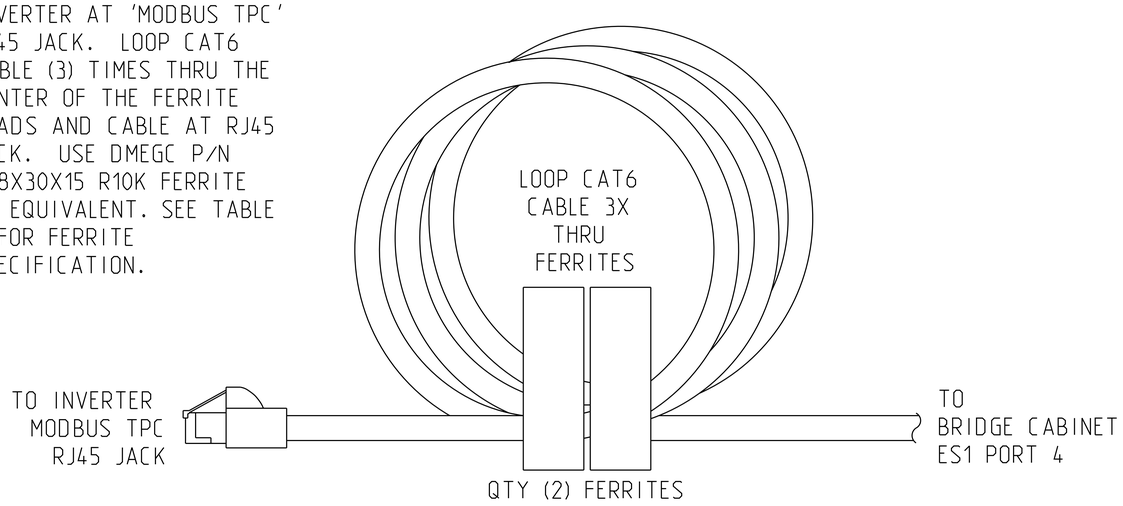


TABLE G: FERRITE SPECIFICATIONS

MANUFACTURER	DMEGC
PART NUMBER	H48x30x15 R10K

DIMENSIONS (MM)		
PROPERTY	VALUE	UNIT
OUTSIDE DIAMETER (MAX)	49.2	MM
INSIDE DIAMETER (MIN)	29	MM
THICKNESS (MAX)	16	MM

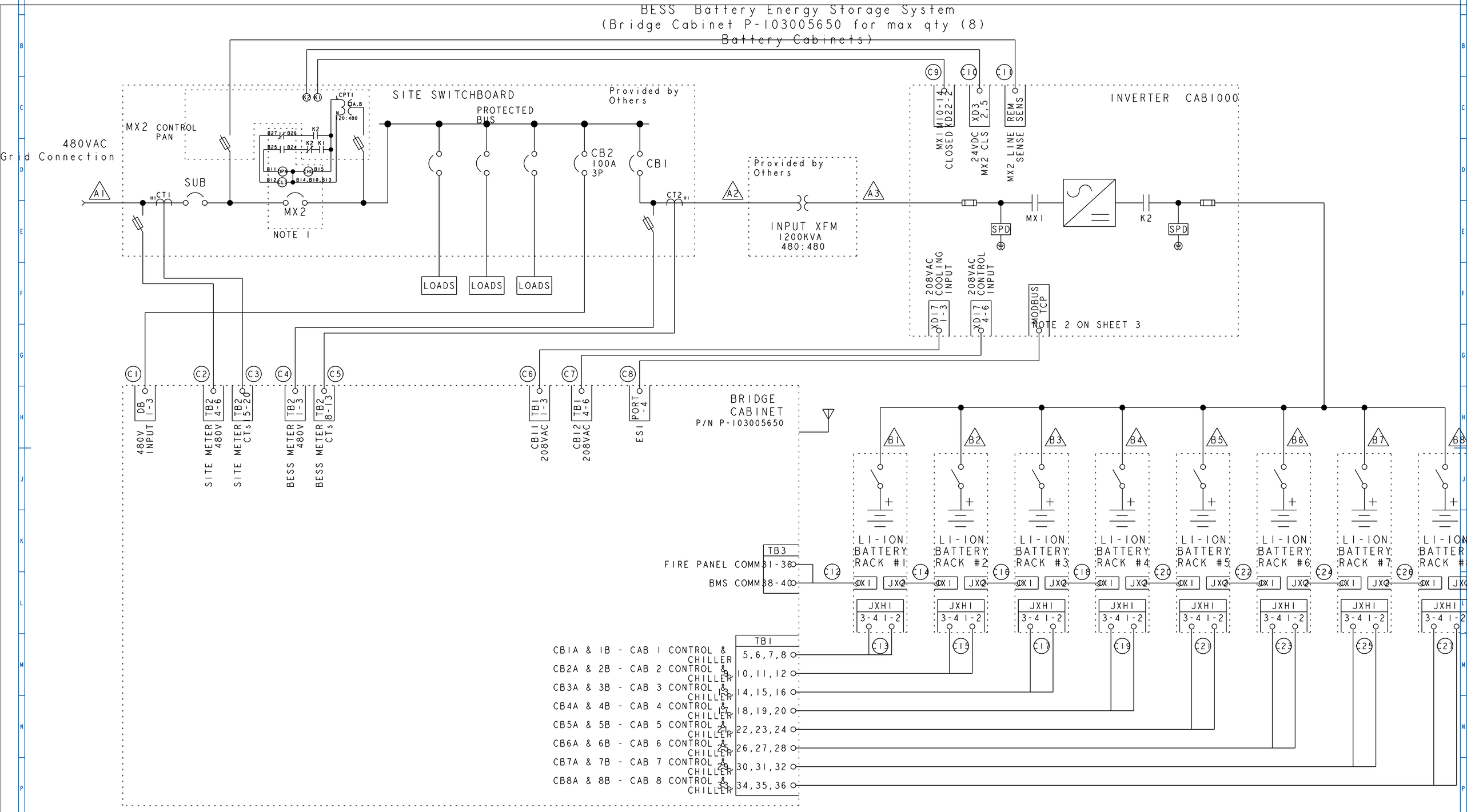
ELECTROMAGNETIC PROPERTIES		
PROPERTY	VALUE	UNIT
INDUCTANCE FACTOR (AL)	14000 ± 30%	nH/N^2
INDUCTANCE (L)	1400 ± 25%	μH

R10K MATERIAL CHARACTERISTICS		
PROPERTY	VALUE	UNIT
INITIAL PERMEABILITY (μI)	10000 ± 25%	
RELATIVE LOSS FACTOR (tan g/(μI) 10kHz	<7.0 x 10	$x10^{-6}$
SATURATION FLUX DENSITY (Bs) 1149A/m	400	mT
RESIDUAL FLUX DENSITY (Br)	100	mT
COERCIVITY FORCE (Hc)	6.5	A/m
REL. TEMP. COEF. (μr) 20-60℃	-0.5 ~ 2.0	$x10^{-6}/℃$
HYSTERESIS MATERIAL CONSTANT (nB) 25℃, 10kz, 1.5~3mT	< 1.4	$x10^{-6}/mT$
CURIE TEMP. (Tc)	> 120	℃
RESISTIVITY (ρ)	0.15	Ω.m
DENSITY (d)	4.9	G/cm^3

METRIC	THIRD ANGLE PROJECTION	DWG (PART NUMBER): P-I10001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
DESIGNED BY: S. Davis	2/5/2020	SEE NOTES FOR TOLERANCES DIM ARE IN MM (INCHES) AFTER PLATING THICKNESS DIM AND TOL PER ASME Y14.5-2018	SCALE: 0.100
MODIFIED BY:			STATE: RELEASE
			ZD: CO-0359627
			SHEET: 9 OF 9

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BESS Battery Energy Storage System
(Bridge Cabinet P-103005650 for max qty (8) Battery Cabinets)



LEGEND

BESS - BATTERY ENERGY STORAGE SYSTEM
SUB - SITE UTILITY BREAKER
CBI - BATTERY ENERGY STORAGE SYSTEM BREAKER
CB2 - BESS CONTROL POWER BREAKER
BMS - BATTERY MANAGEMENT SYSTEM
AC - AIR CONDITIONING
HT1 & HT2 - HEATERS
EPO - EMERGENCY POWER OFF

GSEC - GLOBAL STORAGE ENERGY CONTROLLER
PMA & PMB - BESS & SITE POWER METER
MMB - MASTER BATTERY MANAGEMENT UNIT
ETH - ETHERNET MODULE
MX1 - INVERTER AC CONTACTOR
MX2 - GRID FORMING ISOLATION BREAKER
SPD - SURGE PROTECTION DEVICE
CT1 & CT2 - CURRENT TRANSFORMER

NOTE 1: OPTIONAL MX2 BREAKER AND MX2 CONTROL PAN ONLY REQUIRED FOR GRID FORMING APPLICATIONS. MX2 CONTROL TERMINALS IDENTIFIED ARE BASED ON EATON MAGNUM BREAKER TERMINALS FOR REFERENCE. SHEET 2 DEPICTS MX2 CONTROL PAN THAT REQUIRES MANUALLY CLOSING MX2 BREAKER ON INITIAL STARTUP. SEE SHEET 3 FOR MX2 CONTROL PAN CONFIGURATION THAT AUTO CLOSES MX2 ON INITIAL START UP.

METRIC	THIRD ANGLE PROJECTION	BASE (PART NUMBER): P-110001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES [FOR DEC PLACES] ± .XX ± .XXX ANGLES ± 1° FINISH ELECTROPLATE ZINC AND TCS PER ASME Y14.5-2018	STATE: RELEASE
MODIFIED BY:			SCALE: 0.100
			CO: CO-0359627
			SHEET: 15 OF 18

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TABLE G: CUSTOMER INVERTER WIRING

TERMINATION	MAX TERMINATIONS	LUG TYPE	BOLT PATTERN	VOLTAGE RATING
AC INPUT/OUTPUT WIRES (PER PHASE)	6	COMPRESSION 600 MCM MAX CABLE SIZE	NEMA 2 HOLE	600 VAC
GROUND WIRES	14	COMPRESSION	SINGLE HOLE 12 MM DIA.	
CONTROL WIRE	2 TO 18 AWG	SEE MANUAL	SEE MANUAL	SEE MANUAL

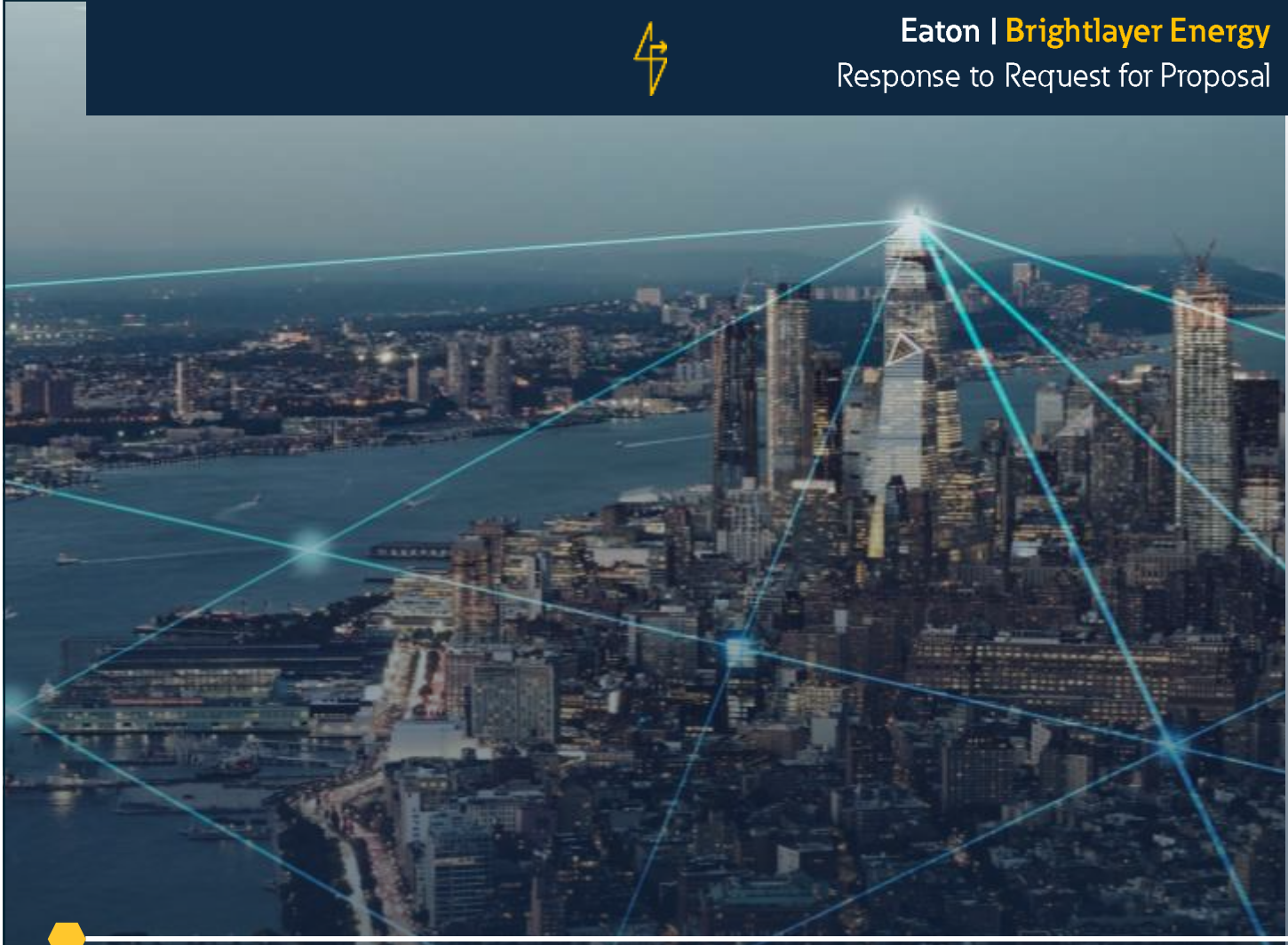
TABLE H: CUSTOMER INVERTER TO BATTERY WIRING (PER BATTERY RACK)

WIRES	ACCEPTED WIRE RANGE	TORQUE RATING N*M [LB.FT]	WIRE	CONDUIT
DC INPUT WIRES FROM BATTERY	COMPRESSION TERMINAL (2-HOLE, M12, 44.5MM CENTERS)	76 [56]	(2) 3/0 (Note 1)	(1) 2 in
GROUND WIRES (BATTERY)	COMPRESSION TERMINAL (1-HOLE, M10)	22 [16]	(1) 3/0 (Note 1)	

NOTE 1: DC CABLE 2000V 105°C RATED TYPE XLPE EQUIVALENT TO:
MANF. KRISTEC P/N PVFV-2K82192-12-M01BLK-00000* (* = reel length)
MANF. ADC P/N 30302NPV_ET

METRIC	THIRD ANGLE PROJECTION	DWG (PART NUMBER): P-110001098	REVISION: 01
DESCRIPTION: xSTORAGE 250-2000, SYSTEM ELEVATION			SIZE: A0
ORIGINATED BY: S. Davis	2/5/2026	SEE NOTES FOR TOLERANCES. UNLESS IN MM (INCHES) DFTED PLATING THICKNESS DIM AND TOL PER ASME Y14.5-2018	STATE: RELEASE
MODIFIED BY:			SCALE: 0.100
			CO: CO-0359627
			SHEET: 18 of 18

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Brightlayer Energy

Project: City of Spokane – Water Department PV Canopy and BESS

Location: Spokane, Wa

Negotiation Number: PGEG0514X6K1

Date: May, 22th 2026

Software Solution: Brightlayer Energy

Powering Business Worldwide

Glossary of Terms

Term	Definition
API	Application Programming Interface
BACnet	Building Automation and Control Networks protocol
BESS	Battery Energy Storage System
BLE	Brightlayer Energy
BMS	Building Management System
DER	Distributed Energy Resource
EVCI	Electric Vehicle Charging Infrastructure
GHG	Greenhouse Gas
HMI	Human-Machine Interface
Modbus	Serial communication protocol for Institution devices
OCPP	Open Charge Point Protocol (EV charging standard)
OpenADR	Open Automated Demand Response
OPC-UA	Open Platform Communications Unified Architecture
PV	Photovoltaic (solar power)
REST	Representational State Transfer (API architecture)

60% Budget

A Trusted Partner in Power Management

Eaton is a power management company with 2024 revenues of $24.9 billion. We provide energy-efficient solutions that help customers effectively manage electrical, hydraulic, and mechanical power more efficiently, safely, and sustainably.

- 100+ years of power management expertise
- 92,000 employees worldwide
- Products sold in 175+ countries
- Dedicated to improving quality of life and the environment

Our Differentiators

End-to-End Solution

Unlike point solutions, Brightlayer Energy provides hardware, software, and services from a single trusted vendor—simplifying procurement, integration, and support.

Vendor-Neutral Integration

Our open communications architecture integrates with your existing equipment regardless of manufacturer. Supported protocols include ModbusTCP, BACnet IP, OPC-UA, OCPP 1.6J, and REST API.

Buildings as a Grid Strategy

Eaton's vision transforms buildings from passive energy consumers into active grid participants. This approach creates flexible energy systems that accelerate decarbonization, boost resilience, reduce costs, and create new revenue opportunities.

Continuous Innovation

Brightlayer Energy leverages advanced algorithms and AI tools to predict energy demand based on weather, occupancy, and historical trends. Over-the-air firmware updates ensure your system stays current.

Global Support Infrastructure

With technical support available across time zones and a network of trained service engineers, Eaton provides the responsiveness your critical operations require.

60% Budget

Executive Summary

The Challenge

The energy landscape for commercial and institutional buildings is rapidly evolving. Organizations face mounting pressure from rising electricity costs, increasing demand, more frequent extreme weather events, and global decarbonization requirements. Traditional building management approaches are no longer sufficient to address these challenges.

Our Solution

Eaton's Brightlayer Energy is a sophisticated energy management optimization system designed to unify increasingly complex building energy systems. This platform empowers your organization to:

- Better forecast and optimize energy use
- Reduce costs and improve ROI through intelligent automation
- Achieve carbon reduction goals with real-time tracking
- Enhance resilience to ensure uninterrupted operations

Key Benefits

25%+	**27%**	**20%**	**2-4 yr**
Energy Cost Reduction	Carbon Footprint Reduction	Potential Savings	Typical Payback

**Based on documented Eaton customer deployments*

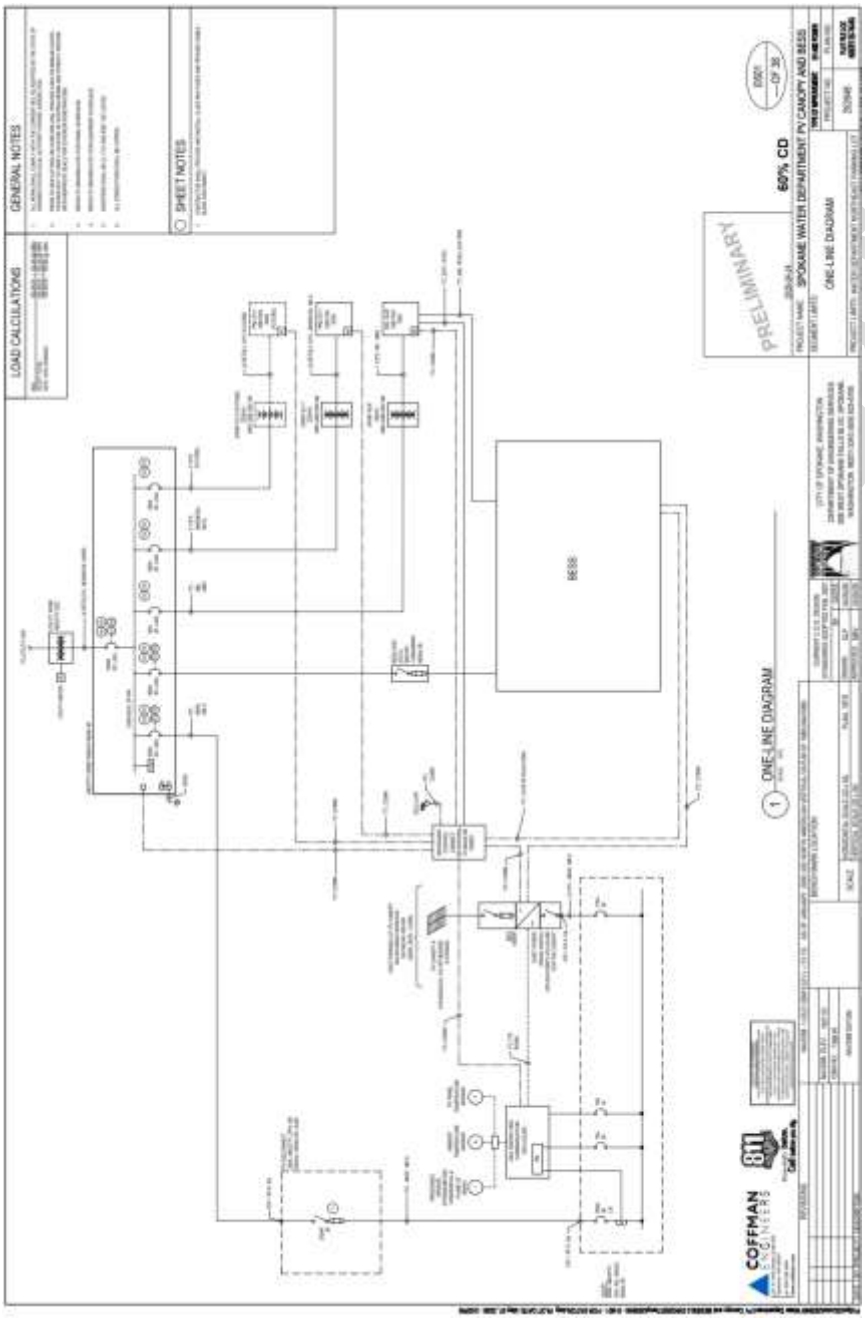
Investment Summary

Component	Investment
One-time: Turnkey Software Setup, Install and Commissioning, and Microgrid Controller Enclosure.	$112,720
Annual Software & Support – 2 Years	$15,312
Total Year 2 Investment	**$128,032**

80% Budget

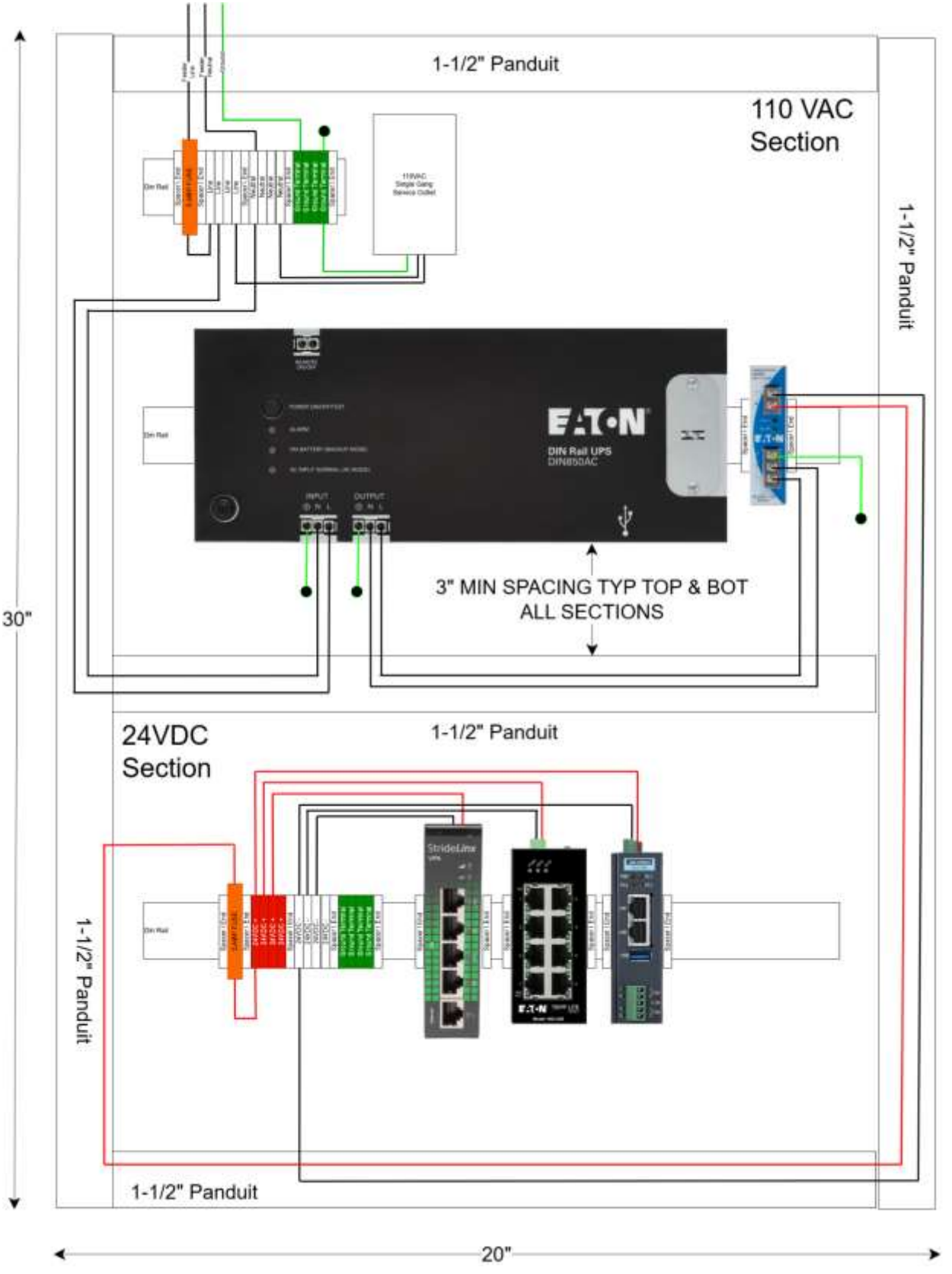
Project Description

Basis of Design



Target

Microgrid Control Enclosure



Microgrid Controller Solution Overview

MGC Functional Description

The use cases outlined in the Project Configuration section are accomplished through an integrated MGC software solution that includes the Microgrid Controller, On-grid Optimization Service, Output Broker, and Microgrid Controller Alarm Service.

These components provide a control and monitoring package, and their functions are further described in the subsequent sections.

Optional On-grid Optimization

The objective of the on-grid optimization is to reduce the utility bill of the microgrid. This includes the demand charge and the energy charge as per the Time of Use (TOU). This optimization is used to solve non-trivial power system optimization problems to compute optimal power and State-of-Charge (SOC) schedules for the MGC. The purpose of the optimizer is to optimize the use of solar and battery Distributed Energy Resource (DER) for the following use cases:

- Demand charge minimization
- Time-of-use charge minimization
- PV production maximization

Microgrid Controller

The Microgrid Controller is a control solution that implements hierarchical (layered) automatic real-time feedback control algorithms specifically designed for modbus control point logic, and breaker functions. The control solution is used to monitor and detect state changes in specified devices and make logical changes to devices based on grid and microgrid conditions.

Automatic real-time feedback control means that dispatch signals are computed and sent automatically to the DERs and/or controllable breakers and devices in real-time by measuring:

- Real/reactive power flow
- Voltage/voltage angle/frequency
- SOC of BESS
- State or mode of multiple BESS, and interconnection switches/breakers
- Monitoring externally specified real/reactive power schedules, voltage/frequency, SOC, and breaker status

And managing:

- Breaker state
- EV load control points
- Battery controller operation modes

Microgrid Controller Inputs and Outputs

The Microgrid Controller is capable of interfacing with end devices using the modbus communication protocol that supports the performance and operation of the controls strategy. Included in the priced

60% Budget

scope are all the input and output signals required for the controller to perform the required functions and support the standard set of internet accessible HMI screens.

Microgrid Controller Alarm Service

Microgrid Controller's alarming and notification system provides automatic and escalating alerts to operators, engineers, and management. Notifications can be sent via email and SMS text messages.

Project Configuration

Project Size

The project will consist of the following resource sizes (capacity and energy, as applicable) as well as the listed Point of Interconnection (POI) capacity.

Resource Type	Size	Controlled by MGC
Main Disconnect	NA	Yes
PV Disconnect	NA	Yes
BESS Disconnect	NA	Yes
DAS Weather Station	NA	Yes
Chint Inverter	100KW	Yes
Eaton xStorage BESS	750KWH	Yes
EVCI Infra via API / CPO	NA	No

Table 1: Project Size Summary

Project Specific Use Cases

The Microgrid Controller control architecture will be configured for a project with a single battery energy storage system (BESS), a single photovoltaic (PV) inverter, and a single Main Breaker. The PV and BESS each have controllable breakers that serve as backup emergency curtailment if soft curtailment fails.

- The Microgrid Controller will manage the single battery and PV inverter, ensuring that power flow at the Point of Interconnection (POI) is maintained according to operational objectives during grid-connected operation.
- The Microgrid Controller will monitor the POI, support transitions between grid-connected and islanded modes, perform emergency blackstart procedures if island formation fails, and take control of the battery and PV inverter during islanded operation.
- The Microgrid Controller will maintain the battery and PV inverter during islanded mode and support transitions to and from the grid.

The Microgrid Controller will monitor real and reactive power output from the battery, PV inverter, and Main Breaker. The EV chargers will be treated as uncontrolled resources when grid-tied. During grid-connected operations, the battery and PV inverter will be optimized and controlled by their respective controllers. In islanded mode, the battery will be controlled as a droop asset to support microgrid functionality. The Microgrid Controller use cases include:

- Real/reactive power flow
- Voltage, voltage angle, frequency
- SOC of BESS
- State or mode of the battery and the PV inverter, and interconnection switches/breakers
- Monitoring externally specified real/reactive power schedules, voltage/frequency, SOC, and breaker status

And managing:

- Breaker state
- EV load control points

- Battery controller operation modes

Control Modes

Grid-Connected Operation

In grid-connected mode, the Microgrid Controller manages power at the POI and the battery's SOC to optimize utility costs through demand charge management and time-of-use (TOU) rate strategies.

- The Microgrid Controller Optimization Engine directly sets the reference for real power flow at the POI.
- The reference for reactive power flow may be set directly or calculated internally based on the selected control mode.
- Solar curtailment is not required; excess generation may be exported to the grid.
- EV charger curtailment is not required; grid import is permitted when solar generation is insufficient.
- The tie breaker (if present) remains open, managed by protection interlock.

Island Operations and Transitions

In islanded mode, the Microgrid Controller focuses on balancing power flow and battery SOC. Control functions include:

- EV chargers are curtailed to a predetermined limit as per the EV Load Curtailment scheme, based on criteria such as breaker states, battery operation, or time of day.
- The battery operates as the grid-forming resource in island mode.
- The battery is rated for its specified power and energy capacity. During island transitions or island operation, if the microgrid peak load exceeds the available power from the battery and PV inverter, an outage may occur.
- The PV inverter operates as a grid-following resource in island mode.
- The Microgrid Controller sends real and reactive power commands to the PV inverter based on battery output and SOC.

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- **Breaker Operation**
- The Microgrid Controller sends breaker open/close commands for transitions. Relay synchronization settings determine safe operation. The controller does not manage relay protection settings.
- The Microgrid Controller is configured to not interfere with other controllers managing relay(s) and operating resources during transitions.
- The Microgrid Controller sends breaker open/close commands to the Main Breaker, PV breaker, and BESS breaker as necessary, especially for emergency backup curtailment if soft curtailment fails.
- Interlock logic ensures safe operation and prevents closing breakers when conditions are unsafe (hardware interlock acts as backup).

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- EV chargers are curtailed to predetermined limits as per the load curtailment scheme.
- The battery is grid-forming in island mode.
- The battery is rated for its specified power and energy capacity. If the microgrid peak load exceeds the combined available power from the battery and PV inverter, an outage may occur.
- The PV inverter is grid-following in island mode.
- The Microgrid Controller sends real and reactive power commands to the PV inverter based on battery output and SOC.

60% Budget

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- **Breaker Operation**
- The Microgrid Controller sends breaker open/close commands and manages synchronization checks for safe transitions. It does not manage relay protection settings.
- The Microgrid Controller is configured to avoid interference with other controllers during transitions.
- Commands are sent to the Main Breaker, PV breaker, and BESS breaker as needed for emergency backup curtailment.
- Interlock logic ensures all breakers operate safely.
- Import real power limit: no limit specified (configurable)
- Export real power limit: no limit specified (configurable)
- Reactive power bounds: no limit specified (configurable)

Black Start (T4 Transition)

If grid power is lost or the microgrid goes black, the battery controller will attempt to blackstart up to 10 times. If unsuccessful, external black start initialization may be required. The Microgrid Controller will send black start commands to the battery for up to three attempts, depending on battery feedback.

If the total number of blackstart attempts exceeds six in one hour, the microgrid will shut down until the utility grid is restored.

The Microgrid Controller is not liable for physical injury or property damage resulting from attempts to initialize third-party blackstart processes.

If auto-blackstart fails, manual intervention will be required. Alerts on failed blackstart transitions are provided to the end customer and monitoring system.

Manual Mode

MGC can operate under manual (open-loop) control, in addition to the automatic (closed-loop) feedback control listed above. In manual mode, the Microgrid Controller MGC sends user commands to the resources without any closed-loop control.

Supervisory Control

MGC to accept a BESS SOC setpoint (target) from an Operator such that an Operator can ensure the BESS has sufficient SOC for upcoming planned outages.

Resource and System Integration Summary

MGC will interface with the following system resources, or equivalent, and systems. The data requirements for each system are outlined in *Appendix 4 - Data Requirements.*

Resource	Size	Quantity	Manufacturer	Model	Communication Protocol	Clarifications
Main Disconnect	*NA*	1	Eaton	PXR25	Modbus TCP	

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PV Disconnect	*NA*		Eaton	PXR25		
BESS Disconnect	*NA*	1	Eaton	PXR25	Modbus TCP	
Chint PV Inverter	*Inverter Size:* 100kW$_{dc}$ (total)	1	Chint Power Systems	CPS-SCH100KTL-DO-US-480	Modbus TCP	
xStorage	*Inverter Size: 300kWac (total)*	1x300KW	Eaton	xStorage	Modbus TCP	
Weather Station		1	DAS		Modbus TCP / BACnet IP / REST API	

Table 2: Resource Summary

SCADA Design

HMI Screens

Microgrid Controller's standard MGC HMI consists of several screens that display various aspects of the project site. These include an overall site dashboard and performance, single line diagram of the network, BESS, inverters, other project assets' details and status, SCADA command, trending analytics, and customizable reports. Within the HMI, the system operator can manually input control commands and set points for real and reactive power and other parameters to meet project requirements.

Alarms

The Microgrid Controller Alarm system has several attributes that are used for sorting, displaying, and tracking the alarms. There is an Alarms Dashboard which displays a list of active and unacknowledged alarms in a sortable and searchable table. Additional Alarm Features include alarms counts, display top alarms, sort, and acknowledge all.

Alarms Dashboard -Displays a list of active and unacknowledged alarms in a sortable and searchable table. Each row in the table represents one active or unacknowledged alarm.
Each alarm can be expanded to open a panel with details on that alarm.
Additional Alarm Features – include:

- Alarms Counts
- Display top alarms
- Sort
- Acknowledge all

60% Budget

Brightlayer Energy provides dependable and scalable solutions with adaptable project management, delivering real-time asset data to support energy management for commercial and institutional buildings. Utilizing a customer centric Bill of Materials and Standard Scope of Work, this approach minimizes deployment risk and enables tailored customization to address the specific needs of each facility.

Eaton Corporation will supply all materials, tools, equipment, and personnel required to deliver a customized Energy Management and Optimization System that transforms your facility into an intelligent energy asset.

What Sets This Solution Apart

Real-Time Visibility

Gain instant access to critical asset data across your electrical distribution system. Monitor consumption patterns, track performance metrics, and identify optimization opportunities as they happen—not days or weeks later.

Standardized Delivery, Customized Results

Our proven deployment methodology combines standardized hardware and software components with flexible configuration options. This means faster time-to-value with a solution tailored to your specific operational goals.

Scalable Architecture

Start with your most critical assets and expand over time. The Brightlayer Energy platform scales seamlessly from single-site deployments to enterprise-wide energy management across your entire portfolio.

Future-Ready Integration

Open protocols and API-first design ensure your investment is protected as technology evolves. Integrate with existing building systems today and emerging technologies tomorrow.

Standard Scope of Work Includes

Hardware & Software

- Brightlayer Energy Gateway(s) as specified in Bill of Materials
- Cloud platform licensing with real-time monitoring dashboard
- Historian for historical data storage and trending
- Standard and custom reporting capabilities

Professional Services

- Dedicated Project Management and Coordination
- Off-Site Network Design and System Architecture
- Remote System Configuration and Graphics Development
- API Integration Development (as specified)

60% Budget

- Factory Acceptance Testing

Documentation & Training

- As-Built Documentation Package
- System Training
- User Guides and Operating Procedures

Ongoing Support

- One-Year Customer Care Contract
- Technical Support Access
- Software Updates and Security Patches

Devices and Systems to Integrate

Brightlayer Energy's vendor-neutral architecture integrates with a wide range of devices and systems. All devices are assumed to communicate via Modbus/TCP, BACnet/IP, OCPP, or REST API from existing communication cards or supplied gateways.

Metering (Via Trip Units or Integral PXE Metering)
- Site Meter
- PV Meter
- BESS Meter

EV (Via local Modbus, OCPP, or Cloud API, to be determined)
- EV Panel-1
- EV Panel-2

BESS
- xStorage

Other
- Main Disconnect
- PV Disconnect
- BESS Disconnect
- Weather Station

PV
- Chint Gateway

60% Budget

Hardware

Brightlayer Energy Site Gateway - Eaton BL-CIC-150

The Brightlayer Energy IoT Gateway provides secure, reliable connectivity between your facility's energy assets and the Brightlayer Energy cloud platform. CIC-150 will be configured by Eaton prior to shipping to site and installed by Performance Power site technicians.

Specification	Details
CPU	**NXP i.MX8M Quad Core Cortex A53, 1.3 GHz**
Memory	**2 GB DDR4 RAM**
Storage	**16GB eMMC**
Ethernet	**2x 10/100/1000 Base-T RJ-45**
Serial Ports	**2x RS-232/485 isolated (Terminal Block)**
USB	**1x USB 3.0**
Operating System	**Eaton Bright Layer Edge Linux**
Operating Temp	**-40°C to +70°C (-40°F to +158°F)**
Power Input	**10-30 VDC, 8W @ 24VDC**
Dimensions	**100 x 93 x 30 mm**
Mounting	**Wall-mount or DIN-rail**
Certifications	**CE, FCC, UL, RoHS Compliant**

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Supported Expansion

- 5G Module: Quectel RM500Q-GL, RM502Q-AE (North America)
- Mini-PCIe slot for Wi-Fi/Cellular modules
- M.2 slot on expansion models
- Nano SIM slot for cellular connectivity
- Micro-SD slot for data logging and firmware updates

Software

Brightlayer Energy Cloud Platform

The Brightlayer Energy cloud platform provides:

- Real-time monitoring dashboard
- Historical data and trending (Historian)
- Standard and custom reporting
- Alarm management and notifications
- User management and access control
- Over-the-air firmware updates

Prerequisites

Client will provide network access to the assets, LANs, VLANs, and physical ports for the Brightlayer Energy site gateway to connect and operate without requiring an electrician or site shutdown.

Licensing

Software licensing includes access to the Brightlayer Energy cloud platform, dashboard interfaces, and standard reporting capabilities. Annual subscription includes cloud hosting, security patching, and data quality monitoring.

Brightlayer Energy + PSC Microgrid Scope

Eaton is providing the **Brightlayer Energy (BLE) energy management and optimization software** as part of the project. The BLE cloud platform delivers **real-time monitoring**, **historical data trending**, **standard and custom reporting**, **alarm and notification management**, **user access control**, and ongoing **over-the-air firmware and security updates**.

The **annual subscription** includes cloud hosting, cybersecurity patching, data-quality monitoring, and access to dashboards, historian, reporting tools, and Brightlayer's customer support resources.

Eaton Technical Support provides **5×8 phone and email technical support**, software updates, and access to a knowledge base, FAQs, product guides, and security/bug-fix releases. After-hours assistance is available with a next-business-day callback.

In coordination with the Microgrid scope, **Eaton Power Systems Controls (PSC)** and the Brightlayer Energy team will support installation, integration, and commissioning of the BLE microgrid controller. PSC will provide:

- Participation in project kickoff meetings and review of scope.
- Development of **Sequence of Operations (SOO)**, control, and communication drawings, and microgrid controller programming.

60% Budget

- Coordination of monitoring, control, and system communications through the BLE microgrid controller and cloud-based graphics.
- On-site startup and commissioning, including verification of communication with relays, Eaton Power PXE meters, BESS, PV inverters, and EV charging systems.
- Utility testing support and end-user training.

This combined solution supports the customer's microgrid switchboard implementation by enabling integrated DER monitoring, control, and optimization through the Brightlayer Energy platform, while PSC delivers full engineering, integration, testing, and commissioning support.

Training

Onsite training includes 8 hours onsite training and 16 hours of remote training:

- Hands-on training of site personnel
- Explanation of system operation
- Explanation of devices and customer system
- Report configuration demonstration
- Alarm configuration demonstration

Customer Care & Support

Support Information

Feature	Basic Support (Included)
Availability	**5x8 (M-F, 6am-5pm EST)**
Phone Support	**Included**
Email Support	**Included**
After-hours	**Next business day call back**
Software Updates	**Included**
Preventive Maintenance	**Not included**

Contact Information

Brightlayer Energy Technical Support: 1-800-843-9433 Option 2, 5, 1

60% Budget

Email: bgtechsupport@eaton.com

Hours: 6am - 5pm EST, Monday through Friday

After-hours support available via answering service with 1 business day callback.

Customer Exit Clause

Should Eaton not perform in a satisfactory manner in the first 2 years of service, the customer has the right to terminate service without penalty.

Technical Support

- Product software defects – contractual response and resolution terms are included in the End User License Agreement (EULA)
- Assistance with features and functionality
- General questions regarding product use
- Create support tickets for:
  - License and model requests
  - Product defects
  - Feature requests
  - General technical questions

Product Information

- Access to product information and guides on Pendo (requires opt in for Pendo)
  - Frequently Asked Questions (FAQ)
  - Knowledge Base (KB)
  - Installation and user guides
  - Video library

Security & Bug Fixes

- Delivery of packages for product fixes, critical security patches and maintenance releases
- Direct access to Eaton's security reporting database

Product Upgrades

- Major and minor upgrade packages, which include new features and enhancements to existing features

60% Budget

Appendix – Use Case Definitions

Peak Shaving / Demand Charge Management Optimization Utilizing on site generated or stored energy to reduce the peak power demand of the facility and subsequent utility demand charge (typically over a 30-day period).
Energy Shifting / Time of Use (TOU) Rate Optimization Employs energy shifting for time-of-use rate optimization by strategically storing generated energy from renewable resources during low-demand periods and discharging stored and/or exporting renewable energy during high-demand periods, thereby minimizing electricity costs and maximizing the economic benefits of the microgrid's energy resources. This use case enhances overall system efficiency by aligning energy consumption with cost-effective time slots, contributing to economic savings.
Maximize Renewable Self-consumption. Fully utilizing all renewable energy resources on site to meet the system's energy needs.
Islanding and Reconnection Management Along with a BESS, managing the disconnection (islanding) and reconnection of a microgrid with the utility grid (or equivalent) for a planned or unplanned grid outage. With specific equipment, the island transition can occur seamlessly. **Seamless** islanding in a microgrid refers to a smooth transition between grid-connected and islanded modes, while **blinkless** islanding specifically emphasizes the absence of any noticeable disturbance or interruption during the transition. Seamless and blinkless islanding is not supported by Brightlayer energy; open transition only.
Load and Generation Management when Islanded Managing generation and increasing electrical loads across the microgrid to ensure power stability when islanded.
Black start Safely restarting the microgrid when there is a planned or unplanned grid outage and/or the islanded microgrid loses power. The Microgrid Controller can utilize a BESS and/or other onsite generators to bring the microgrid back online through black start initialization and managing the loads throughout the network to ensure stable restoration.
Point of Interconnection (POI) Constraint Management Managing POI constraints such as import/export limitations, non-export, net zero export, and voltage/power factor constraints.
Reactive Power/Power Factor/Voltage Control at the POI Managing the system to ensure stable voltage and frequency levels, minimizing power losses, and enhance overall power quality by dynamically adjusting reactive power and voltage profiles.

60% Budget

Dashboards

Portfolio Level Analytics



Site level dashboarding

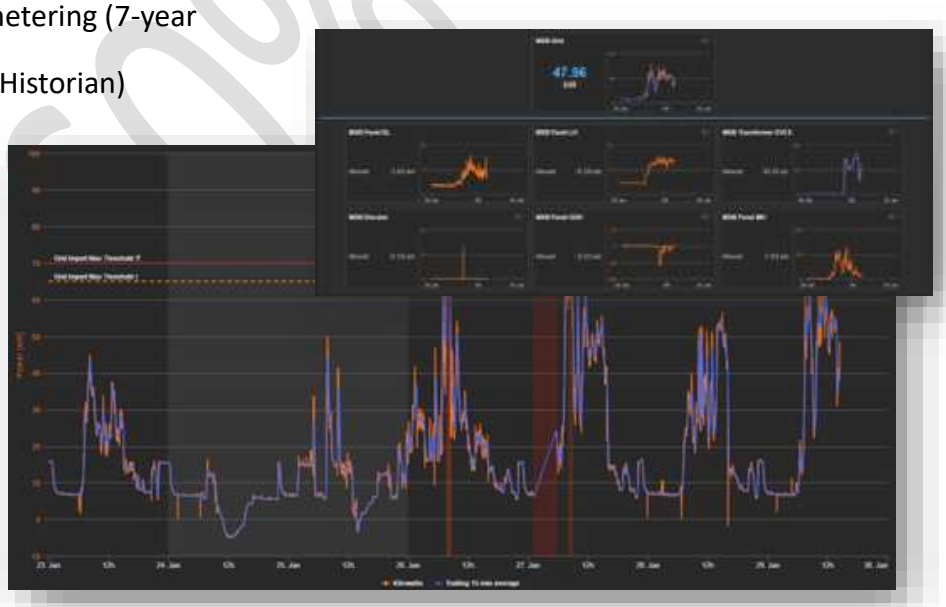


Production and Load Forecasting



Submetering (7-year

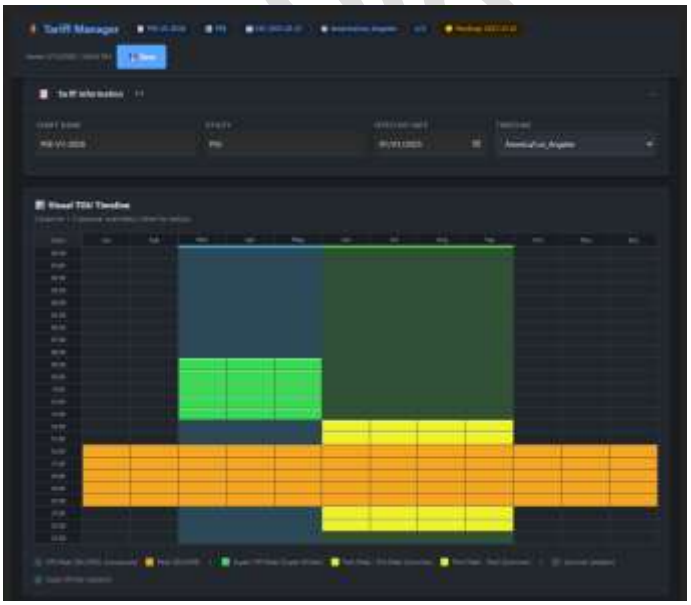
Data Historian)





Value Delivery Reporting

Simple User Tariff Management




BESS Performance
Wed, Apr 29 – Thu, Apr 30 2026
Today
73.0%
0
Off-Peak
16.9
OPERATIONAL STATUS
139.6 kWh
23.6 hrs
Peak
208.1 kWh
WED, APR 29 SUMMARY
+$20.47
+23.9 kg
$59.68
81.3 kg CO2
88.5 kWh
11.1 kWh
88.8%
99.6 kWh
Site Energy + BESS SOC (Hourly)
Grid Import, Energy Cost & Carbon Intensity
15:00
Cost ($/kWh): 0.229
GHG (g CO2/kWh): 159.6
Grid Import (kW): 57.4
Weather Context
SYSTEM TIMELINE & EVENT LOG
Off-Peak
Super Off-Peak
Peak

Standard Reports

1. **Energy Consumption Report**
   Summarizes total and peak energy consumption (kWh) over a selected time period with expandable detail views and export-ready formatting.
2. **Energy Summary Report**
   Displays both energy consumption (kWh) and demand (kW) for a selected time period, supporting multiple engineering units and configurable demand costs.
3. **Capacity Summary Report**
   Provides utilization percentages for devices, highlighting top and bottom performers and circuit utilization based on amperage channels and rating values.
4. **Power Factor Trend Report**
   Charts power factor trends for one or more devices and identifies gaps in logged data across the reporting hierarchy.
5. **Demand Load Profile Report**
   Generates device-by-device graphs of kW, kVA, and kVAR demand, concluding with a combined total-demand summary page.
6. **Building Load Forecast Report**
   Predicts hourly facility energy demand up to 24 hours ahead using historical patterns, weather, and occupancy to support proactive planning and optimization.
7. **PV Generation Forecast Report**
   Forecasts photovoltaic (PV) energy production up to 24 hours in advance using historical data and weather inputs to guide solar energy planning.
8. **Interval Data Report – Raw**
   Outputs minute-level warehoused raw data for each channel over a user-defined date range in multiple export formats.
9. **Interval Data Report – Raw with Details**
   Provides minute-level raw data with an added graphical view for each channel across a selected timeframe.
10. **Interval Data Report – Aggregate with Details**
    Displays aggregated raw data and graphical trends for channel values across a hierarchy, organized folder by folder.
11. **Period Comparison Report**
    Compares data across two different time ranges at multiple granularities using logged high-resolution EMOS data.
12. **Load Profile Report (ASHRAE / LEED Compliant)**
    Breaks down energy use across building, load group, and tenant levels to support ASHRAE 90.1 and LEED compliance requirements using metered and estimated loads.
13. **PV Self-Sufficiency Report**
    Shows how effectively onsite PV generation is consumed versus exported, detailing production, consumption, grid import/export, and self-consumption performance.
14. **Peak Shaving Report**
    Summarizes the operational and financial impact of peak-shaving activities, including avoided demand, event durations, and cost savings.
15. **CO_2 Emissions Reduced & Optimized Report**
    Tracks greenhouse gas emissions from grid energy, highlighting clean vs. dirty grid usage, avoided emissions, and carbon intensity trends.
16. **Load Optimization Report (Phase 3 Required)**
    Captures the benefits of load shifting and shedding, reporting energy moved, event frequency and duration, and resulting cost savings.

60% Budget

Our Security

Cybersecurity at the Core of Brightlayer Software

Brightlayer software is meticulously engineered with cybersecurity as a foundational element, drawing upon Eaton's Cybersecurity Center of Excellence and best-in-class industry practices. This approach guarantees comprehensive protection across hardware, software, cloud environments, and associated services.

Certified Secure Development Lifecycle

Eaton's Secure Development Lifecycle (SDLC) is UL-certified according to the IEC 62443-4-1 cybersecurity standard. This certification ensures that robust security controls are embedded throughout every stage of product development. Eaton's laboratories are designated as UL 2900 Data Acceptance Technical Laboratories (DATL), and its products have achieved certification to UL 2900-1, UL 2900-2-3, and IEC 62443 4-2 standards.

End-to-End Security Features

- User Rights Management: Multifactor authentication is provided via Azure Cloud Access, ensuring secure user identification and access control.
- Device Identity: Every device is assigned a Universally Unique Identifier (UUID) for precise identification.
- API Security: All integrations and data exchanges use secure APIs to maintain data integrity.
- Encryption: Data is protected with end-to-end encryption, utilizing the latest secure protocols, such as TLS 1.2 (current as of September 2025).
- Network Controls: Network security is reinforced through access controls, firewalls, segmentation, and secure gateways including the Brightlayer Gateway.
- Data Diodes: Unidirectional protection is implemented for critical data flows, ensuring data moves only in allowed directions.
- Patch Management: Regular updates and patching are provided for IoT devices and gateways to maintain security.
- Code Scanning: Automated code scans are performed using Coverity and Black Duck to detect vulnerabilities early.
- Audit Trails: All device and user actions are logged in detail, including audit logs and event calendars for On-Premise software.

60% Budget

Lifecycle Management

Eaton conducts ongoing assessment, validation, remediation, and monitoring of cybersecurity risks throughout the entire product lifecycle. This continuous process ensures that products remain protected as threats evolve.

Compliance and Certification

Eaton is uniquely positioned as the only company with both UL and IEC Certified Cybersecurity Labs. The organization is actively pursuing SOC2 Type 1 certification with a target completion in 2026, and aims to achieve SOC2 Type 2 certification in the future. For cloud-based solutions, Eaton utilizes the CIS standard as a foundational framework for security.

Customer Assurance

Brightlayer's cybersecurity protocols are designed to meet the highest industry standards, providing customers with assurance that their data and systems are safeguarded. Every device event and user action is logged, regardless of user role, ensuring transparency and accountability throughout the system.

Cybersecurity Governance and Update Management

Eaton maintains strong cybersecurity governance through its Product Cybersecurity Center of Excellence (CCoE), which oversees secure development, threat modeling, patch management, and secure configuration processes. While automated, customer-facing update coordination features are under development, Eaton's existing processes ensure all updates are conducted in accordance with UL-certified SDLC practices and are governed by structured Product Cybersecurity Policy requirements.

Brightlayer Digital Platform Roadmap

The Brightlayer Digital Platform roadmap focuses on continuing to enhance secure over-the-air (OTA) updates, device lifecycle management, coordinated customer notifications, and multi-tenant environment awareness. These initiatives are actively being advanced within Eaton's BDPE Steering Council programs and are closely aligned with the broader enterprise cybersecurity strategy.

Coordinated Communication and Support

Until fully automated communication functionality is launched, Eaton will continue to provide coordinated update notifications through established support channels, in line with current CCoE governance and lifecycle management protocols.

60% Budget

Brightlayer Energy Pricing

Brightlayer Energy Price Breakdown

Description	Quantity	Price (USD)
Microgrid Controller Enclosure, CIC 150, UPS, Network Switch, Power Supply, Firewall and Assembly.	1	$4,000
One-time: Turnkey Software Setup, Install and Commissioning.	1	$108,720
Annual Software Service Subscription & Support @ $7,656	2	$15,312
Total		**$128,032**

60% Budget

The prices quoted in this proposal exclude any applicable taxes and potential additional tariffs beyond the proposal date. Any subsequent tariff-related price increases will be passed on to the Buyer.

Sale of Eaton Products and/or Services are conditioned upon customer acceptance of Eaton's Policy 25-000 Selling Policy. Any additional or different terms and conditions set forth in **Performance Power's** Purchase Order of other similar communication are objected to and will not be binding upon Eaton unless specifically agreed to in separate writing and signed by Eaton's authorized representative. Authorization by **Performance Power** whether written, oral or electronic to furnish products or services will constitute acceptance of Eaton's Policy 25-000 Selling Policy.

Escalation

Prices will remain firm for 60 days from date of receipt of order. After 60 days, all prices will have to be reauthorized or revised, or portion thereof, before the date of the purchase of the system startup services, unless other conditions have been previously negotiated.

Job Delay Charges

If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater).

Payment

The following billing milestones are invoiced based on Eaton's Project Lifecycle and are representative of key value transfer points from Eaton to Power Systems Controls.

Project Billing Milestones **Price Each**		
Milestone Value	Milestone Description	Product Code
20%	Submittals	U0666 (S)
30%	Release for Manufacturing	U0666 (M)
30%	Shipment of Equipment	U0666 (S)
20%	Final Commissioning	U0666 (S)

Eaton will invoice accrued travel and Living expenses to include accrued travel time with some of the milestones provided above.

End of Life Policy

Please find Eaton's End of Life policies for software here.

Please contact us anytime with further questions or requirements. We are honored to assist you and look forward to collaborating on this project.

60% Budget

Brightlayer End User License Agreement for Product Software

Your use of **Brightlayer Energy** will be governed by Eaton's terms and conditions, which must be accepted at time of account activation.

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Supplemental Terms

The following terms and conditions shall apply to quotations, proposals, contracts and agreements covering the sale of Power Systems Controls from Eaton (the "Contract") and are supplemental to the terms and conditions set forth in Eaton Standard Terms and Conditions of Sale, Selling Policy 25-000, which are incorporated by reference in the Contract. Except as they may be specifically modified by the following, all terms, conditions, and limitations set forth in Selling Policy 25-000 shall apply to the sale of any Power System Controls.

1. Equipment Warranty. All Power Systems Controls equipment sold pursuant to the Contract shall be warranted against defects in manufacturing or materials in accordance with the Warranty for Products set forth in Selling Policy 25-000. Third party products supplied as part of the Power Systems Controls solution shall be warranted in accordance with the manufacturers' warranty policies.
2. Power Systems Controls Application Software Warranty. Eaton warrants that the Power Systems Controls application software sold pursuant to the Contract (the "System") will perform in accordance with the description and specifications set forth in the System Proposal provided by Eaton. Eaton disclaims the implied warranties of merchantability and fitness for a particular purpose. Claims by Buyer for failure to conform to the description and specifications set forth in the System Proposal must be made in writing, or verbally with confirmation in writing, within the earlier of:
    a. Ninety (90) days from the date of System Acceptance: The date when Eaton determines that the System is performing in accordance with the description and specifications set forth in the System Proposal.
    b. Ninety (90) days from the date of Beneficial Use: Should the System be put into operation by the Buyer prior to the date of System Acceptance, then the System shall be deemed to be providing beneficial use to the Buyer.
    c. Twelve (12) months from the date of shipment of any assemblies which contain Power Systems Controls hardware.
3. Power Systems Controls systems are excluded from the Extended Warranty for Products, as defined by Selling Policy 25-000, and the Extended Warranty Program offered by Eaton Electrical Engineering Services & Systems.
4. To the extent that the worker(s), employee(s), or third-party contractor(s) of Customer (collectively, "Customer Worker(s)") support the work or project performed by Eaton, Customer represents that such Customer Worker(s) possess the qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the work or project. Customer

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further acknowledges that Customer, at all times, remains exclusively responsible for the actions and inactions of its Customer Worker(s), and that Customer shall defend and hold Eaton harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Customer Worker(s).

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Critical Power and Digital Infrastructure Division
Addendum To
Domestic U.S.A. General Terms and Conditions of Sale for
Distribution and Control Products and Services

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale. In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This Addendum applies to Eaton's Critical Power and Digital Infrastructure Division (CPDI) product offerings.

This addendum does not apply to Uninterruptible Power Supply preventative maintenance services, refer to Eaton's UPS Services Terms and Conditions (T-0).

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge per Product type. Buyer may final-inspect Products at the Seller's factory for an additional charge per Product type. Pricing will be provided at the time of quotation.

Warranty for Products. Unless provided separately to Buyer, Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation, or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Limitation on Warranties for Products. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FORWARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Eaton Corporation.
8609 Six Forks Road, Raleigh, NC 27615, USA
Eaton.com

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GO/NEG-Alt-Date:		Job Name:
SWQ81001X5K1-0000-10/1/2025		MK102501 - ANMC Lab UPS
Item Number:	**Catalog Number:**	**Designation:**
	9AC210D029B02R0	100kW 480V with 6mins

PPCWA UPS COMMENTS & GENERAL CONDITIONS

1. Purchase orders issued to Eaton Corporation and/or Performance Power Concepts, WA are contingent of the terms presented within this proposal and Eaton Corporation Terms & Conditions of Sale.
2. Eaton Corporation and/or Performance Power Concepts, WA are not responsible for the design or implementation of this job. It's the Purchaser's responsibility to verify all equipment dimensions, lug sizes and system requirements.
3. Standard Eaton Corporation warranty is applicable. Additional coverage is offered for an additional cost by the means of a Service packages and/or Flex packages to cover "substantial completion" or "acceptance by Owner" time periods. Please inquire.
4. Batteries may ship with 3-months, or more, of shelf life. Customers must inspect shipments and note the "recharge by" date on the outside of the packaging.
5. The following items are excluded unless specifically included in Bill of Material:
   - Job specific designation nameplates.
   - Spare parts or extra material, unless listed in the quotation. This includes but is not limited to touch-up paint, fuses, spare circuit breakers, accessory kits, test kits and/or storage cabinet(s) for spare parts.
   - Seismic brackets and calculations
   - Spill containment
   - Floor stands
   - Commissioning (Other than standard start-up service)
   - Training DVD
   - Load bank testing
   - Branch circuit breakers
   - Battery monitoring system, (i.e. Cellwatch, Alber or B-Tech)
   - Sales Tax
6. Proposed equipment is finished using Eaton's standard application process and colors.
7. Delivery of equipment to any common carrier shall constitute delivery to the purchaser; and all risk of loss and damage during shipment shall pass to the purchaser at that time.
8. Freight by common carrier – specific delivery windows cannot be guaranteed. Additional costs may be incurred for specific delivery window changes or other forms of delivery including but not limited to flat bed and lift gate deliveries, unless detailed in the bill of materials.
9. Battery cabinets will ship with battery jars installed. If Purchaser wishes to receive empty battery cabinets ahead with battery jars following at a later date, special arrangements must be made ahead of time and additional costs will be incurred (this service offering is not guaranteed with all battery and battery cabinet models & types). Dependent upon time frame of battery shipment, Eaton Corporation reserves the right to impose escalation costs.
10. IMPORTANT: Eaton is now requiring all 93PM's to be installed using copper wire. Aluminum will not be accepted, and Eaton will not start up the unit. Units that have been already started up are exempt. The reason for this is that the lugs are only rated for copper.
11. Standard factory start-up includes familiarization training to be performed at time of start-up. If training shall occur at a later date/time than start-up, additional costs will be incurred. Eaton does not allow for video-tape training. Should a classroom environment be necessary (with syllabus, etc.) for the training, Eaton needs to know of this requirement as well as the anticipated duration at time of order entry to provide pricing for this item.
12. When applicable, Eaton's Three-Phase UPS and PDU Pre-Startup Checklist must be completed by the Purchaser at least ten (10) working days prior to desired start-up date and sent directly by Purchaser to Eaton Service Dispatch team or PPC personnel. Eaton's email is 3phaseservicesupportpqsoraleigh@eaton.com and PPC's is your local salesperson's email. Expedited start-up scheduling may incur additional costs.

Performance Power Concepts, Inc.
11636 SE 5th Street, Suite 200
Bellevue, WA 98005
Tel: (425) 638-0340/Fax: (425) 638-0341

EATON CORPORATION TERMS AND CONDITIONS

Prices quoted herein are firm for thirty (30) days from the date of this proposal. The system is shipped via best way with freight charges are Pre-pay & Add unless otherwise stated. The price does not include any applicable taxes and does not include installation.

Eaton Corporation's Standard Terms and Conditions (copy attached) are an integral part of this proposal.

Payment terms are Net thirty (30) days from date of shipment. A 1.5% per month interest charge will be applied to any balance outstanding after thirty (30) days. After carefully reviewing our proposal, please address your purchase order as follows:

Eaton Corporation c/o
Performance Power Concepts, Inc.
29085 Network Place
Chicago, IL 60673-1290

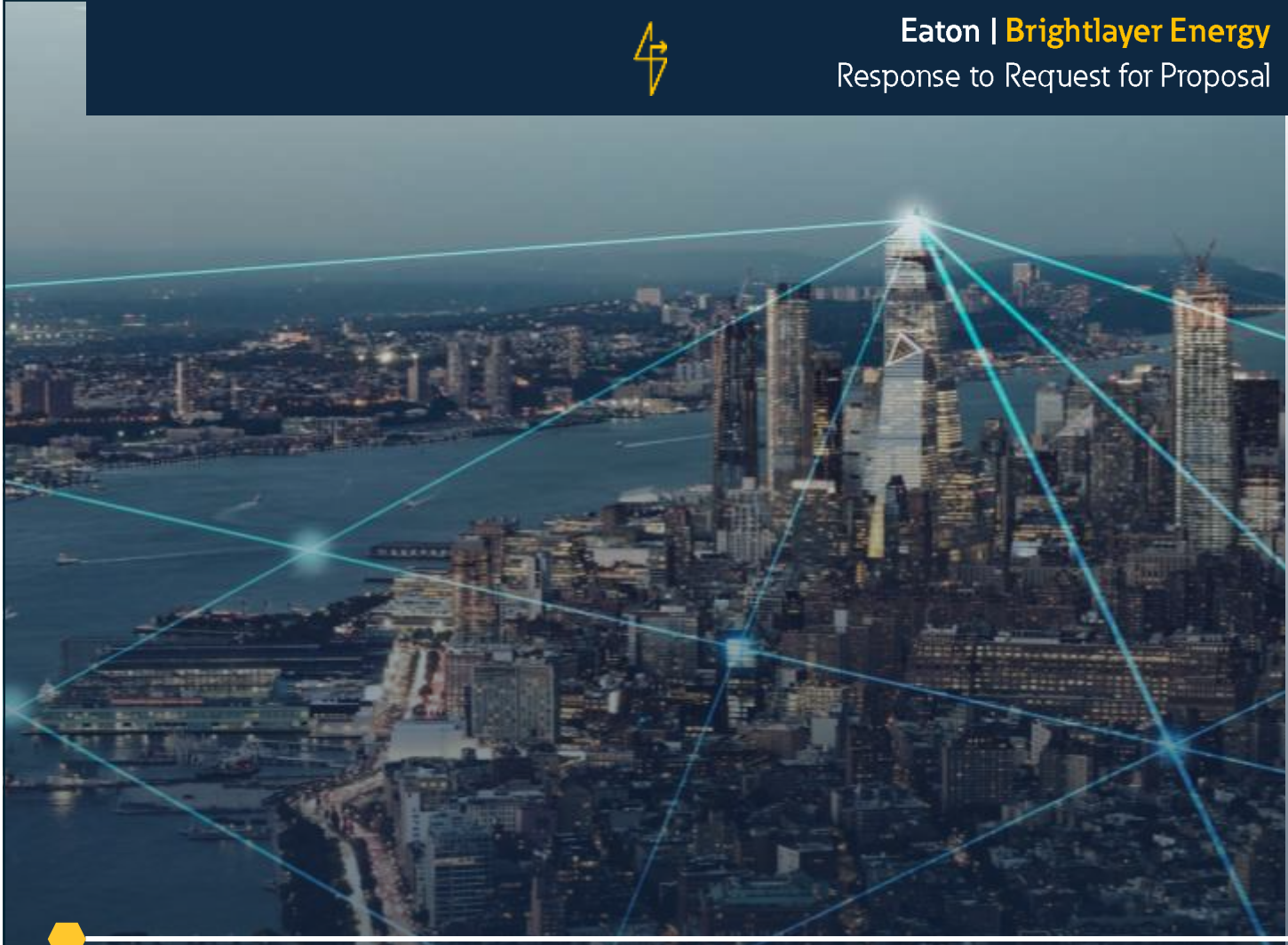
Applicable State and local taxes will be added at invoicing unless a Washington State Re-sellers certificate is included with your purchase order.

If you have questions concerning this proposal, please do not hesitate to contact us. I appreciate the opportunity to propose Eaton equipment and thank you for your interest in our products. PPC will work with you diligently to ensure that our service matches or exceeds the quality of the products we represent.

Sincerely,

Mikko Keranen
Performance Power Concepts Inc.

Performance Power Concepts, Inc.
11636 SE 5th Street, Suite 200
Bellevue, WA 98005
Tel: (425) 638-0340/Fax: (425) 638-0341



Brightlayer Energy

Project: City of Spokane – Water Department PV Canopy and BESS

Location: Spokane, Wa

Negotiation Number: PGEG0514X6K1

Date: May, 22th 2026

Software Solution: Brightlayer Energy

Powering Business Worldwide

Glossary of Terms

Term	Definition
API	Application Programming Interface
BACnet	Building Automation and Control Networks protocol
BESS	Battery Energy Storage System
BLE	Brightlayer Energy
BMS	Building Management System
DER	Distributed Energy Resource
EVCI	Electric Vehicle Charging Infrastructure
GHG	Greenhouse Gas
HMI	Human-Machine Interface
Modbus	Serial communication protocol for Institution devices
OCPP	Open Charge Point Protocol (EV charging standard)
OpenADR	Open Automated Demand Response
OPC-UA	Open Platform Communications Unified Architecture
PV	Photovoltaic (solar power)
REST	Representational State Transfer (API architecture)

60% Budget

A Trusted Partner in Power Management

Eaton is a power management company with 2024 revenues of $24.9 billion. We provide energy-efficient solutions that help customers effectively manage electrical, hydraulic, and mechanical power more efficiently, safely, and sustainably.

- 100+ years of power management expertise
- 92,000 employees worldwide
- Products sold in 175+ countries
- Dedicated to improving quality of life and the environment

Our Differentiators

End-to-End Solution

Unlike point solutions, Brightlayer Energy provides hardware, software, and services from a single trusted vendor—simplifying procurement, integration, and support.

Vendor-Neutral Integration

Our open communications architecture integrates with your existing equipment regardless of manufacturer. Supported protocols include ModbusTCP, BACnet IP, OPC-UA, OCPP 1.6J, and REST API.

Buildings as a Grid Strategy

Eaton's vision transforms buildings from passive energy consumers into active grid participants. This approach creates flexible energy systems that accelerate decarbonization, boost resilience, reduce costs, and create new revenue opportunities.

Continuous Innovation

Brightlayer Energy leverages advanced algorithms and AI tools to predict energy demand based on weather, occupancy, and historical trends. Over-the-air firmware updates ensure your system stays current.

Global Support Infrastructure

With technical support available across time zones and a network of trained service engineers, Eaton provides the responsiveness your critical operations require.

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Executive Summary

The Challenge

The energy landscape for commercial and institutional buildings is rapidly evolving. Organizations face mounting pressure from rising electricity costs, increasing demand, more frequent extreme weather events, and global decarbonization requirements. Traditional building management approaches are no longer sufficient to address these challenges.

Our Solution

Eaton's Brightlayer Energy is a sophisticated energy management optimization system designed to unify increasingly complex building energy systems. This platform empowers your organization to:

- Better forecast and optimize energy use
- Reduce costs and improve ROI through intelligent automation
- Achieve carbon reduction goals with real-time tracking
- Enhance resilience to ensure uninterrupted operations

Key Benefits

25%+	**27%**	**20%**	**2-4 yr**
Energy Cost Reduction	Carbon Footprint Reduction	Potential Savings	Typical Payback

**Based on documented Eaton customer deployments*

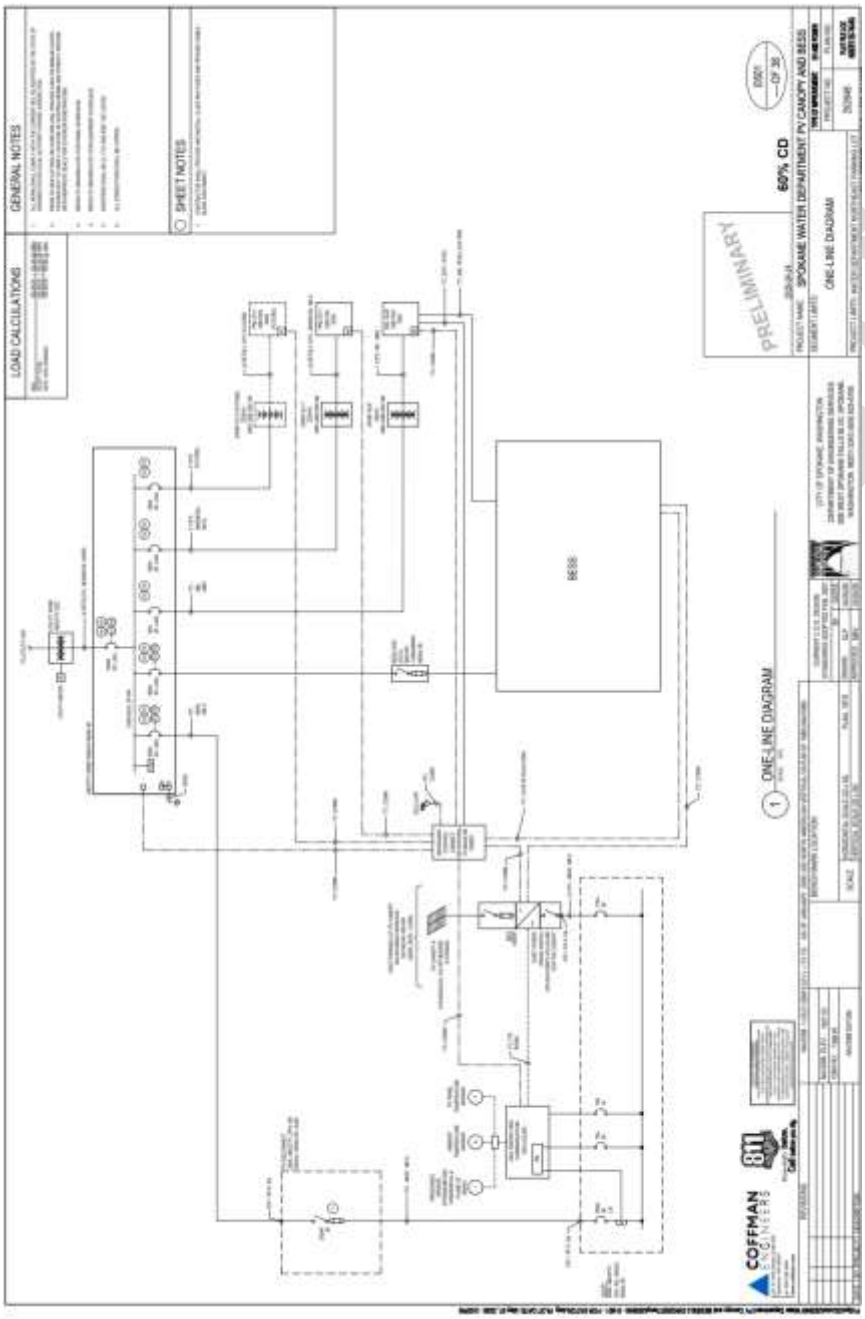
Investment Summary

Component	Investment
One-time: Turnkey Software Setup, Install and Commissioning, and Microgrid Controller Enclosure.	125,000
Annual Software & Support – 2 Years	$17,000
Total Year 2 Investment	**$142,000**

0% Budget

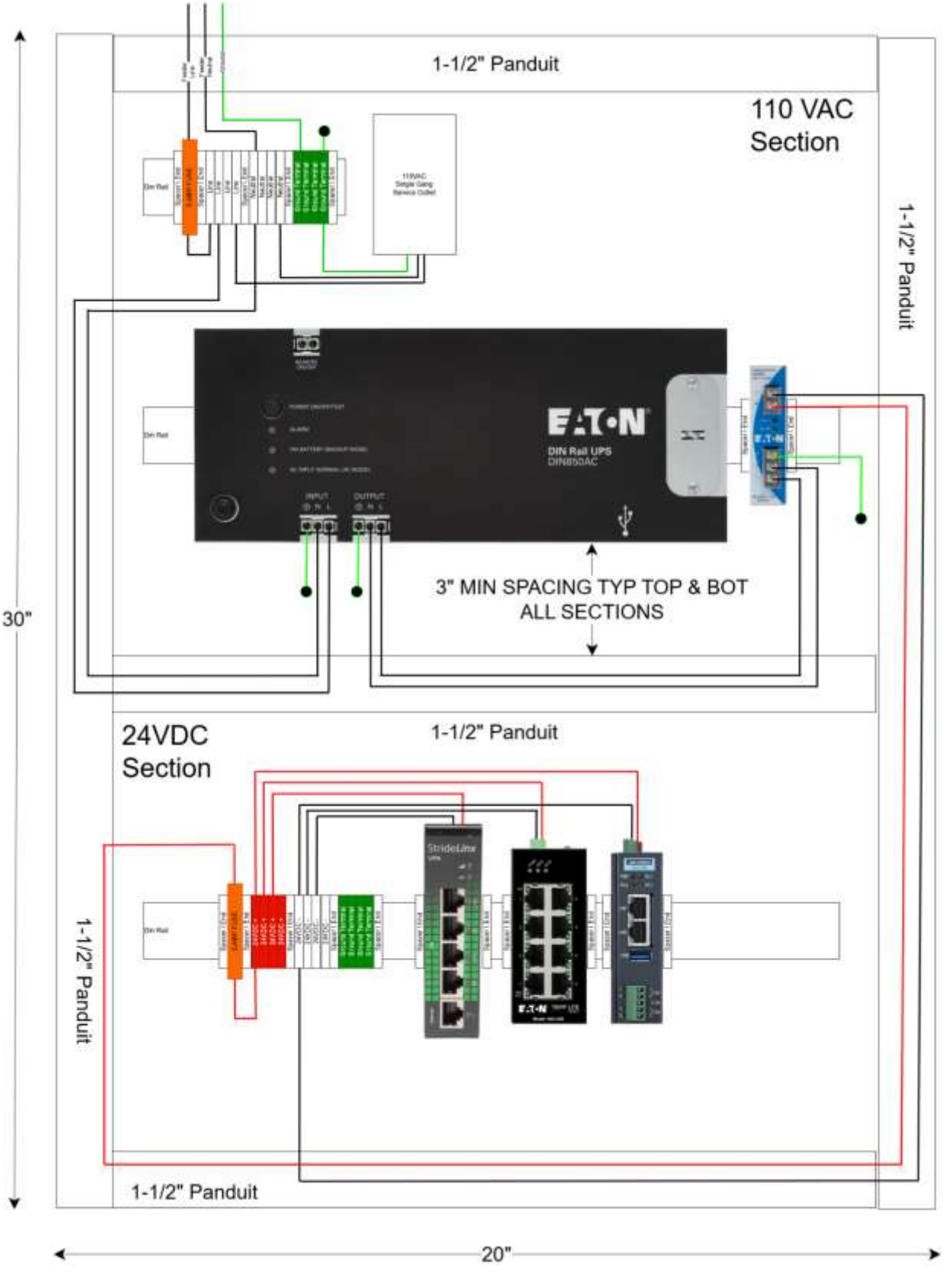
Project Description

Basis of Design



Target

Microgrid Control Enclosure



Microgrid Controller Solution Overview

MGC Functional Description

The use cases outlined in the Project Configuration section are accomplished through an integrated MGC software solution that includes the Microgrid Controller, On-grid Optimization Service, Output Broker, and Microgrid Controller Alarm Service.

These components provide a control and monitoring package, and their functions are further described in the subsequent sections.

Optional On-grid Optimization

The objective of the on-grid optimization is to reduce the utility bill of the microgrid. This includes the demand charge and the energy charge as per the Time of Use (TOU). This optimization is used to solve non-trivial power system optimization problems to compute optimal power and State-of-Charge (SOC) schedules for the MGC. The purpose of the optimizer is to optimize the use of solar and battery Distributed Energy Resource (DER) for the following use cases:

- Demand charge minimization
- Time-of-use charge minimization
- PV production maximization

Microgrid Controller

The Microgrid Controller is a control solution that implements hierarchical (layered) automatic real-time feedback control algorithms specifically designed for modbus control point logic, and breaker functions. The control solution is used to monitor and detect state changes in specified devices and make logical changes to devices based on grid and microgrid conditions.

Automatic real-time feedback control means that dispatch signals are computed and sent automatically to the DERs and/or controllable breakers and devices in real-time by measuring:

- Real/reactive power flow
- Voltage/voltage angle/frequency
- SOC of BESS
- State or mode of multiple BESS, and interconnection switches/breakers
- Monitoring externally specified real/reactive power schedules, voltage/frequency, SOC, and breaker status

And managing:

- Breaker state
- EV load control points
- Battery controller operation modes

Microgrid Controller Inputs and Outputs

The Microgrid Controller is capable of interfacing with end devices using the modbus communication protocol that supports the performance and operation of the controls strategy. Included in the priced

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scope are all the input and output signals required for the controller to perform the required functions and support the standard set of internet accessible HMI screens.

Microgrid Controller Alarm Service

Microgrid Controller's alarming and notification system provides automatic and escalating alerts to operators, engineers, and management. Notifications can be sent via email and SMS text messages.

Project Configuration

Project Size

The project will consist of the following resource sizes (capacity and energy, as applicable) as well as the listed Point of Interconnection (POI) capacity.

Resource Type	Size	Controlled by MGC
Main Disconnect	NA	Yes
PV Disconnect	NA	Yes
BESS Disconnect	NA	Yes
DAS Weather Station	NA	Yes
Chint Inverter	100KW	Yes
Eaton xStorage BESS	750KWH	Yes
EVCI Infra via API / CPO	NA	No

Table 1: Project Size Summary

Project Specific Use Cases

The Microgrid Controller control architecture will be configured for a project with a single battery energy storage system (BESS), a single photovoltaic (PV) inverter, and a single Main Breaker. The PV and BESS each have controllable breakers that serve as backup emergency curtailment if soft curtailment fails.

- The Microgrid Controller will manage the single battery and PV inverter, ensuring that power flow at the Point of Interconnection (POI) is maintained according to operational objectives during grid-connected operation.
- The Microgrid Controller will monitor the POI, support transitions between grid-connected and islanded modes, perform emergency blackstart procedures if island formation fails, and take control of the battery and PV inverter during islanded operation.
- The Microgrid Controller will maintain the battery and PV inverter during islanded mode and support transitions to and from the grid.

The Microgrid Controller will monitor real and reactive power output from the battery, PV inverter, and Main Breaker. The EV chargers will be treated as uncontrolled resources when grid-tied. During grid-connected operations, the battery and PV inverter will be optimized and controlled by their respective controllers. In islanded mode, the battery will be controlled as a droop asset to support microgrid functionality. The Microgrid Controller use cases include:

- Real/reactive power flow
- Voltage, voltage angle, frequency
- SOC of BESS
- State or mode of the battery and the PV inverter, and interconnection switches/breakers
- Monitoring externally specified real/reactive power schedules, voltage/frequency, SOC, and breaker status

And managing:

- Breaker state
- EV load control points

- Battery controller operation modes

Control Modes

Grid-Connected Operation

In grid-connected mode, the Microgrid Controller manages power at the POI and the battery's SOC to optimize utility costs through demand charge management and time-of-use (TOU) rate strategies.

- The Microgrid Controller Optimization Engine directly sets the reference for real power flow at the POI.
- The reference for reactive power flow may be set directly or calculated internally based on the selected control mode.
- Solar curtailment is not required; excess generation may be exported to the grid.
- EV charger curtailment is not required; grid import is permitted when solar generation is insufficient.
- The tie breaker (if present) remains open, managed by protection interlock.

Island Operations and Transitions

In islanded mode, the Microgrid Controller focuses on balancing power flow and battery SOC. Control functions include:

- EV chargers are curtailed to a predetermined limit as per the EV Load Curtailment scheme, based on criteria such as breaker states, battery operation, or time of day.
- The battery operates as the grid-forming resource in island mode.
- The battery is rated for its specified power and energy capacity. During island transitions or island operation, if the microgrid peak load exceeds the available power from the battery and PV inverter, an outage may occur.
- The PV inverter operates as a grid-following resource in island mode.
- The Microgrid Controller sends real and reactive power commands to the PV inverter based on battery output and SOC.

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- **Breaker Operation**
- The Microgrid Controller sends breaker open/close commands for transitions. Relay synchronization settings determine safe operation. The controller does not manage relay protection settings.
- The Microgrid Controller is configured to not interfere with other controllers managing relay(s) and operating resources during transitions.
- The Microgrid Controller sends breaker open/close commands to the Main Breaker, PV breaker, and BESS breaker as necessary, especially for emergency backup curtailment if soft curtailment fails.
- Interlock logic ensures safe operation and prevents closing breakers when conditions are unsafe (hardware interlock acts as backup).

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- EV chargers are curtailed to predetermined limits as per the load curtailment scheme.
- The battery is grid-forming in island mode.
- The battery is rated for its specified power and energy capacity. If the microgrid peak load exceeds the combined available power from the battery and PV inverter, an outage may occur.
- The PV inverter is grid-following in island mode.
- The Microgrid Controller sends real and reactive power commands to the PV inverter based on battery output and SOC.

60% Budget

MGC Transitions

The Microgrid Controller enables resiliency for unplanned islanding (T1), planned islanding (T2), and planned reconnection (T3).

- **Breaker Operation**
- The Microgrid Controller sends breaker open/close commands and manages synchronization checks for safe transitions. It does not manage relay protection settings.
- The Microgrid Controller is configured to avoid interference with other controllers during transitions.
- Commands are sent to the Main Breaker, PV breaker, and BESS breaker as needed for emergency backup curtailment.
- Interlock logic ensures all breakers operate safely.
- Import real power limit: no limit specified (configurable)
- Export real power limit: no limit specified (configurable)
- Reactive power bounds: no limit specified (configurable)

Black Start (T4 Transition)

If grid power is lost or the microgrid goes black, the battery controller will attempt to blackstart up to 10 times. If unsuccessful, external black start initialization may be required. The Microgrid Controller will send black start commands to the battery for up to three attempts, depending on battery feedback.

If the total number of blackstart attempts exceeds six in one hour, the microgrid will shut down until the utility grid is restored.

The Microgrid Controller is not liable for physical injury or property damage resulting from attempts to initialize third-party blackstart processes.

If auto-blackstart fails, manual intervention will be required. Alerts on failed blackstart transitions are provided to the end customer and monitoring system.

Manual Mode

MGC can operate under manual (open-loop) control, in addition to the automatic (closed-loop) feedback control listed above. In manual mode, the Microgrid Controller MGC sends user commands to the resources without any closed-loop control.

Supervisory Control

MGC to accept a BESS SOC setpoint (target) from an Operator such that an Operator can ensure the BESS has sufficient SOC for upcoming planned outages.

Resource and System Integration Summary

MGC will interface with the following system resources, or equivalent, and systems. The data requirements for each system are outlined in *Appendix 4 - Data Requirements.*

Resource	Size	Quantity	Manufacturer	Model	Communication Protocol	Clarifications
Main Disconnect	*NA*	1	Eaton	PXR25	Modbus TCP	

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PV Disconnect	*NA*		Eaton	PXR25		
BESS Disconnect	*NA*	1	Eaton	PXR25	Modbus TCP	
Chint PV Inverter	*Inverter Size:* 100kW$_{dc}$ (total)	1	Chint Power Systems	CPS-SCH100KTL-DO-US-480	Modbus TCP	
xStorage	*Inverter Size: 300kWac (total)*	1x300KW	Eaton	xStorage	Modbus TCP	
Weather Station		1	DAS		Modbus TCP / BACnet IP / REST API	

Table 2: Resource Summary

SCADA Design

HMI Screens

Microgrid Controller's standard MGC HMI consists of several screens that display various aspects of the project site. These include an overall site dashboard and performance, single line diagram of the network, BESS, inverters, other project assets' details and status, SCADA command, trending analytics, and customizable reports. Within the HMI, the system operator can manually input control commands and set points for real and reactive power and other parameters to meet project requirements.

Alarms

The Microgrid Controller Alarm system has several attributes that are used for sorting, displaying, and tracking the alarms. There is an Alarms Dashboard which displays a list of active and unacknowledged alarms in a sortable and searchable table. Additional Alarm Features include alarms counts, display top alarms, sort, and acknowledge all.

Alarms Dashboard -Displays a list of active and unacknowledged alarms in a sortable and searchable table. Each row in the table represents one active or unacknowledged alarm.
Each alarm can be expanded to open a panel with details on that alarm.
Additional Alarm Features – include:

- Alarms Counts
- Display top alarms
- Sort
- Acknowledge all

60% Budget

Brightlayer Energy provides dependable and scalable solutions with adaptable project management, delivering real-time asset data to support energy management for commercial and institutional buildings. Utilizing a customer centric Bill of Materials and Standard Scope of Work, this approach minimizes deployment risk and enables tailored customization to address the specific needs of each facility.

Eaton Corporation will supply all materials, tools, equipment, and personnel required to deliver a customized Energy Management and Optimization System that transforms your facility into an intelligent energy asset.

What Sets This Solution Apart

Real-Time Visibility

Gain instant access to critical asset data across your electrical distribution system. Monitor consumption patterns, track performance metrics, and identify optimization opportunities as they happen—not days or weeks later.

Standardized Delivery, Customized Results

Our proven deployment methodology combines standardized hardware and software components with flexible configuration options. This means faster time-to-value with a solution tailored to your specific operational goals.

Scalable Architecture

Start with your most critical assets and expand over time. The Brightlayer Energy platform scales seamlessly from single-site deployments to enterprise-wide energy management across your entire portfolio.

Future-Ready Integration

Open protocols and API-first design ensure your investment is protected as technology evolves. Integrate with existing building systems today and emerging technologies tomorrow.

Standard Scope of Work Includes

Hardware & Software

- Brightlayer Energy Gateway(s) as specified in Bill of Materials
- Cloud platform licensing with real-time monitoring dashboard
- Historian for historical data storage and trending
- Standard and custom reporting capabilities

Professional Services

- Dedicated Project Management and Coordination
- Off-Site Network Design and System Architecture
- Remote System Configuration and Graphics Development
- API Integration Development (as specified)

60% Budget

- Factory Acceptance Testing

Documentation & Training

- As-Built Documentation Package
- System Training
- User Guides and Operating Procedures

Ongoing Support

- One-Year Customer Care Contract
- Technical Support Access
- Software Updates and Security Patches

Devices and Systems to Integrate

Brightlayer Energy's vendor-neutral architecture integrates with a wide range of devices and systems. All devices are assumed to communicate via Modbus/TCP, BACnet/IP, OCPP, or REST API from existing communication cards or supplied gateways.

Metering (Via Trip Units or Integral PXE Metering)
- Site Meter
- PV Meter
- BESS Meter

EV (Via local Modbus, OCPP, or Cloud API, to be determined)
- EV Panel-1
- EV Panel-2

BESS
- xStorage

Other
- Main Disconnect
- PV Disconnect
- BESS Disconnect
- Weather Station

PV
- Chint Gateway

60% Budget

Hardware

Brightlayer Energy Site Gateway - Eaton BL-CIC-150

The Brightlayer Energy IoT Gateway provides secure, reliable connectivity between your facility's energy assets and the Brightlayer Energy cloud platform. CIC-150 will be configured by Eaton prior to shipping to site and installed by Performance Power site technicians.

Specification	Details
CPU	**NXP i.MX8M Quad Core Cortex A53, 1.3 GHz**
Memory	**2 GB DDR4 RAM**
Storage	**16GB eMMC**
Ethernet	**2x 10/100/1000 Base-T RJ-45**
Serial Ports	**2x RS-232/485 isolated (Terminal Block)**
USB	**1x USB 3.0**
Operating System	**Eaton Bright Layer Edge Linux**
Operating Temp	**-40°C to +70°C (-40°F to +158°F)**
Power Input	**10-30 VDC, 8W @ 24VDC**
Dimensions	**100 x 93 x 30 mm**
Mounting	**Wall-mount or DIN-rail**
Certifications	**CE, FCC, UL, RoHS Compliant**

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Supported Expansion

- 5G Module: Quectel RM500Q-GL, RM502Q-AE (North America)
- Mini-PCIe slot for Wi-Fi/Cellular modules
- M.2 slot on expansion models
- Nano SIM slot for cellular connectivity
- Micro-SD slot for data logging and firmware updates

Software

Brightlayer Energy Cloud Platform

The Brightlayer Energy cloud platform provides:

- Real-time monitoring dashboard
- Historical data and trending (Historian)
- Standard and custom reporting
- Alarm management and notifications
- User management and access control
- Over-the-air firmware updates

Prerequisites

Client will provide network access to the assets, LANs, VLANs, and physical ports for the Brightlayer Energy site gateway to connect and operate without requiring an electrician or site shutdown.

Licensing

Software licensing includes access to the Brightlayer Energy cloud platform, dashboard interfaces, and standard reporting capabilities. Annual subscription includes cloud hosting, security patching, and data quality monitoring.

Brightlayer Energy + PSC Microgrid Scope

Eaton is providing the **Brightlayer Energy (BLE) energy management and optimization software** as part of the project. The BLE cloud platform delivers **real-time monitoring**, **historical data trending**, **standard and custom reporting**, **alarm and notification management**, **user access control**, and ongoing **over-the-air firmware and security updates**.

The **annual subscription** includes cloud hosting, cybersecurity patching, data-quality monitoring, and access to dashboards, historian, reporting tools, and Brightlayer's customer support resources.

Eaton Technical Support provides **5×8 phone and email technical support**, software updates, and access to a knowledge base, FAQs, product guides, and security/bug-fix releases. After-hours assistance is available with a next-business-day callback.

In coordination with the Microgrid scope, **Eaton Power Systems Controls (PSC)** and the Brightlayer Energy team will support installation, integration, and commissioning of the BLE microgrid controller. PSC will provide:

- Participation in project kickoff meetings and review of scope.
- Development of **Sequence of Operations (SOO)**, control, and communication drawings, and microgrid controller programming.

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- Coordination of monitoring, control, and system communications through the BLE microgrid controller and cloud-based graphics.
- On-site startup and commissioning, including verification of communication with relays, Eaton Power PXE meters, BESS, PV inverters, and EV charging systems.
- Utility testing support and end-user training.

This combined solution supports the customer's microgrid switchboard implementation by enabling integrated DER monitoring, control, and optimization through the Brightlayer Energy platform, while PSC delivers full engineering, integration, testing, and commissioning support.

Training

Onsite training includes 8 hours onsite training and 16 hours of remote training:

- Hands-on training of site personnel
- Explanation of system operation
- Explanation of devices and customer system
- Report configuration demonstration
- Alarm configuration demonstration

Customer Care & Support

Support Information

Feature	Basic Support (Included)
Availability	**5x8 (M-F, 6am-5pm EST)**
Phone Support	**Included**
Email Support	**Included**
After-hours	**Next business day call back**
Software Updates	**Included**
Preventive Maintenance	**Not included**

Contact Information

Brightlayer Energy Technical Support: 1-800-843-9433 Option 2, 5, 1

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Email: bgtechsupport@eaton.com

Hours: 6am - 5pm EST, Monday through Friday

After-hours support available via answering service with 1 business day callback.

Customer Exit Clause

Should Eaton not perform in a satisfactory manner in the first 2 years of service, the customer has the right to terminate service without penalty.

Technical Support

- Product software defects – contractual response and resolution terms are included in the End User License Agreement (EULA)
- Assistance with features and functionality
- General questions regarding product use
- Create support tickets for:
  - License and model requests
  - Product defects
  - Feature requests
  - General technical questions

Product Information

- Access to product information and guides on Pendo (requires opt in for Pendo)
  - Frequently Asked Questions (FAQ)
  - Knowledge Base (KB)
  - Installation and user guides
  - Video library

Security & Bug Fixes

- Delivery of packages for product fixes, critical security patches and maintenance releases
- Direct access to Eaton's security reporting database

Product Upgrades

- Major and minor upgrade packages, which include new features and enhancements to existing features

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Appendix – Use Case Definitions

Peak Shaving / Demand Charge Management Optimization Utilizing on site generated or stored energy to reduce the peak power demand of the facility and subsequent utility demand charge (typically over a 30-day period).
Energy Shifting / Time of Use (TOU) Rate Optimization Employs energy shifting for time-of-use rate optimization by strategically storing generated energy from renewable resources during low-demand periods and discharging stored and/or exporting renewable energy during high-demand periods, thereby minimizing electricity costs and maximizing the economic benefits of the microgrid's energy resources. This use case enhances overall system efficiency by aligning energy consumption with cost-effective time slots, contributing to economic savings.
Maximize Renewable Self-consumption. Fully utilizing all renewable energy resources on site to meet the system's energy needs.
Islanding and Reconnection Management Along with a BESS, managing the disconnection (islanding) and reconnection of a microgrid with the utility grid (or equivalent) for a planned or unplanned grid outage. With specific equipment, the island transition can occur seamlessly. **Seamless** islanding in a microgrid refers to a smooth transition between grid-connected and islanded modes, while **blinkless** islanding specifically emphasizes the absence of any noticeable disturbance or interruption during the transition. Seamless and blinkless islanding is not supported by Brightlayer energy; open transition only.
Load and Generation Management when Islanded Managing generation and increasing electrical loads across the microgrid to ensure power stability when islanded.
Black start Safely restarting the microgrid when there is a planned or unplanned grid outage and/or the islanded microgrid loses power. The Microgrid Controller can utilize a BESS and/or other onsite generators to bring the microgrid back online through black start initialization and managing the loads throughout the network to ensure stable restoration.
Point of Interconnection (POI) Constraint Management Managing POI constraints such as import/export limitations, non-export, net zero export, and voltage/power factor constraints.
Reactive Power/Power Factor/Voltage Control at the POI Managing the system to ensure stable voltage and frequency levels, minimizing power losses, and enhance overall power quality by dynamically adjusting reactive power and voltage profiles.

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Dashboards

Portfolio Level Analytics



Site level dashboarding

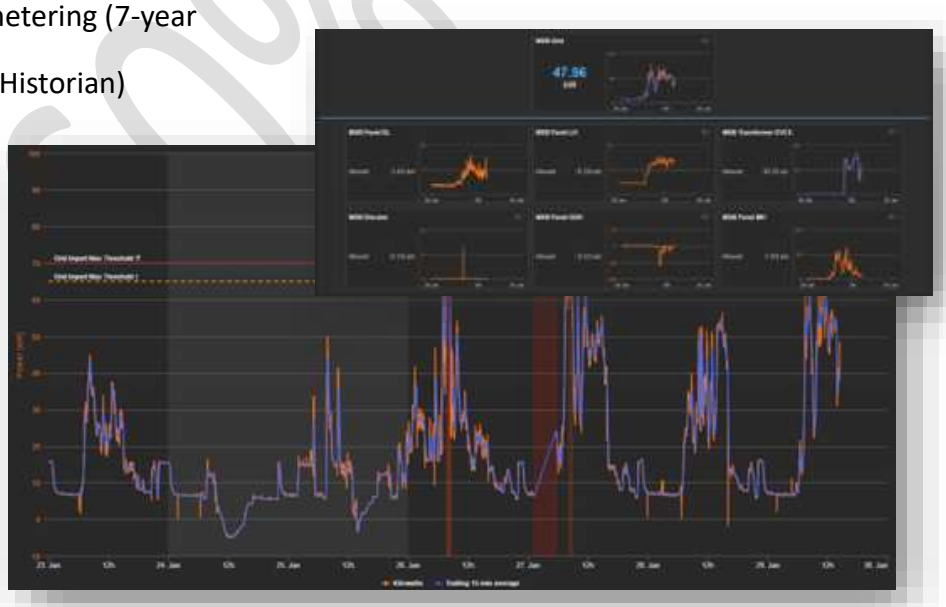


Production and Load Forecasting



Submetering (7-year

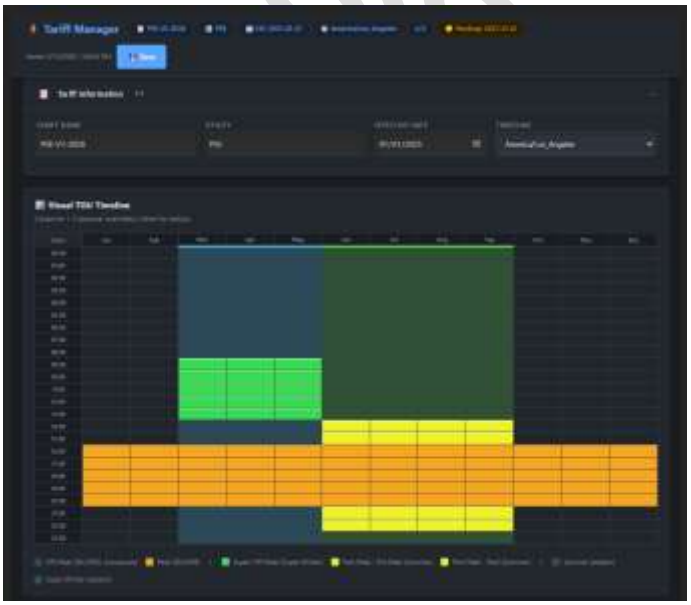
Data Historian)





Value Delivery Reporting

Simple User Tariff Management




BESS Performance
Wed, Apr 29 – Thu, Apr 30 2026
Today
73.0%
0
Off-Peak
16.9
OPERATIONAL STATUS
139.6 kWh
23.6 hrs
Peak
208.1 kWh
WED, APR 29 SUMMARY
+$20.47
+23.9 kg
$59.68
81.3 kg CO2
88.5 kWh
11.1 kWh
88.8%
99.6 kWh
Site Energy + BESS SOC (Hourly)
Grid Import, Energy Cost & Carbon Intensity
15:00
Cost ($/kWh): 0.229
GHG (g CO2/kWh): 159.6
Grid Import (kW): 57.4
Weather Context
SYSTEM TIMELINE & EVENT LOG
Off-Peak
Super Off-Peak
Peak

Standard Reports

1. **Energy Consumption Report**
   Summarizes total and peak energy consumption (kWh) over a selected time period with expandable detail views and export-ready formatting.
2. **Energy Summary Report**
   Displays both energy consumption (kWh) and demand (kW) for a selected time period, supporting multiple engineering units and configurable demand costs.
3. **Capacity Summary Report**
   Provides utilization percentages for devices, highlighting top and bottom performers and circuit utilization based on amperage channels and rating values.
4. **Power Factor Trend Report**
   Charts power factor trends for one or more devices and identifies gaps in logged data across the reporting hierarchy.
5. **Demand Load Profile Report**
   Generates device-by-device graphs of kW, kVA, and kVAR demand, concluding with a combined total-demand summary page.
6. **Building Load Forecast Report**
   Predicts hourly facility energy demand up to 24 hours ahead using historical patterns, weather, and occupancy to support proactive planning and optimization.
7. **PV Generation Forecast Report**
   Forecasts photovoltaic (PV) energy production up to 24 hours in advance using historical data and weather inputs to guide solar energy planning.
8. **Interval Data Report – Raw**
   Outputs minute-level warehoused raw data for each channel over a user-defined date range in multiple export formats.
9. **Interval Data Report – Raw with Details**
   Provides minute-level raw data with an added graphical view for each channel across a selected timeframe.
10. **Interval Data Report – Aggregate with Details**
    Displays aggregated raw data and graphical trends for channel values across a hierarchy, organized folder by folder.
11. **Period Comparison Report**
    Compares data across two different time ranges at multiple granularities using logged high-resolution EMOS data.
12. **Load Profile Report (ASHRAE / LEED Compliant)**
    Breaks down energy use across building, load group, and tenant levels to support ASHRAE 90.1 and LEED compliance requirements using metered and estimated loads.
13. **PV Self-Sufficiency Report**
    Shows how effectively onsite PV generation is consumed versus exported, detailing production, consumption, grid import/export, and self-consumption performance.
14. **Peak Shaving Report**
    Summarizes the operational and financial impact of peak-shaving activities, including avoided demand, event durations, and cost savings.
15. **CO_2 Emissions Reduced & Optimized Report**
    Tracks greenhouse gas emissions from grid energy, highlighting clean vs. dirty grid usage, avoided emissions, and carbon intensity trends.
16. **Load Optimization Report (Phase 3 Required)**
    Captures the benefits of load shifting and shedding, reporting energy moved, event frequency and duration, and resulting cost savings.

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Our Security

Cybersecurity at the Core of Brightlayer Software

Brightlayer software is meticulously engineered with cybersecurity as a foundational element, drawing upon Eaton's Cybersecurity Center of Excellence and best-in-class industry practices. This approach guarantees comprehensive protection across hardware, software, cloud environments, and associated services.

Certified Secure Development Lifecycle

Eaton's Secure Development Lifecycle (SDLC) is UL-certified according to the IEC 62443-4-1 cybersecurity standard. This certification ensures that robust security controls are embedded throughout every stage of product development. Eaton's laboratories are designated as UL 2900 Data Acceptance Technical Laboratories (DATL), and its products have achieved certification to UL 2900-1, UL 2900-2-3, and IEC 62443 4-2 standards.

End-to-End Security Features

- User Rights Management: Multifactor authentication is provided via Azure Cloud Access, ensuring secure user identification and access control.
- Device Identity: Every device is assigned a Universally Unique Identifier (UUID) for precise identification.
- API Security: All integrations and data exchanges use secure APIs to maintain data integrity.
- Encryption: Data is protected with end-to-end encryption, utilizing the latest secure protocols, such as TLS 1.2 (current as of September 2025).
- Network Controls: Network security is reinforced through access controls, firewalls, segmentation, and secure gateways including the Brightlayer Gateway.
- Data Diodes: Unidirectional protection is implemented for critical data flows, ensuring data moves only in allowed directions.
- Patch Management: Regular updates and patching are provided for IoT devices and gateways to maintain security.
- Code Scanning: Automated code scans are performed using Coverity and Black Duck to detect vulnerabilities early.
- Audit Trails: All device and user actions are logged in detail, including audit logs and event calendars for On-Premise software.

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Lifecycle Management

Eaton conducts ongoing assessment, validation, remediation, and monitoring of cybersecurity risks throughout the entire product lifecycle. This continuous process ensures that products remain protected as threats evolve.

Compliance and Certification

Eaton is uniquely positioned as the only company with both UL and IEC Certified Cybersecurity Labs. The organization is actively pursuing SOC2 Type 1 certification with a target completion in 2026, and aims to achieve SOC2 Type 2 certification in the future. For cloud-based solutions, Eaton utilizes the CIS standard as a foundational framework for security.

Customer Assurance

Brightlayer's cybersecurity protocols are designed to meet the highest industry standards, providing customers with assurance that their data and systems are safeguarded. Every device event and user action is logged, regardless of user role, ensuring transparency and accountability throughout the system.

Cybersecurity Governance and Update Management

Eaton maintains strong cybersecurity governance through its Product Cybersecurity Center of Excellence (CCoE), which oversees secure development, threat modeling, patch management, and secure configuration processes. While automated, customer-facing update coordination features are under development, Eaton's existing processes ensure all updates are conducted in accordance with UL-certified SDLC practices and are governed by structured Product Cybersecurity Policy requirements.

Brightlayer Digital Platform Roadmap

The Brightlayer Digital Platform roadmap focuses on continuing to enhance secure over-the-air (OTA) updates, device lifecycle management, coordinated customer notifications, and multi-tenant environment awareness. These initiatives are actively being advanced within Eaton's BDPE Steering Council programs and are closely aligned with the broader enterprise cybersecurity strategy.

Coordinated Communication and Support

Until fully automated communication functionality is launched, Eaton will continue to provide coordinated update notifications through established support channels, in line with current CCoE governance and lifecycle management protocols.

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Brightlayer Energy Pricing

Brightlayer Energy Price Breakdown

Description	Quantity	Price (USD)
Microgrid Controller Enclosure, CIC 150, UPS, Network Switch, Power Supply, Firewall and Assembly.	1	$5,000
One-time: Turnkey Software Setup, Install and Commissioning.	1	$120,000
Annual Software Service Subscription & Support @ $7,656	2	$17,000
Total		**$142,000**

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The prices quoted in this proposal exclude any applicable taxes and potential additional tariffs beyond the proposal date. Any subsequent tariff-related price increases will be passed on to the Buyer.

Sale of Eaton Products and/or Services are conditioned upon customer acceptance of Eaton's Policy 25-000 Selling Policy. Any additional or different terms and conditions set forth in **Performance Power's** Purchase Order of other similar communication are objected to and will not be binding upon Eaton unless specifically agreed to in separate writing and signed by Eaton's authorized representative. Authorization by **Performance Power** whether written, oral or electronic to furnish products or services will constitute acceptance of Eaton's Policy 25-000 Selling Policy.

Escalation

Prices will remain firm for 60 days from date of receipt of order. After 60 days, all prices will have to be reauthorized or revised, or portion thereof, before the date of the purchase of the system startup services, unless other conditions have been previously negotiated.

Job Delay Charges

If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater).

Payment

The following billing milestones are invoiced based on Eaton's Project Lifecycle and are representative of key value transfer points from Eaton to Power Systems Controls.

Project Billing Milestones **Price Each**		
Milestone Value	Milestone Description	Product Code
20%	Submittals	U0666 (S)
30%	Release for Manufacturing	U0666 (M)
30%	Shipment of Equipment	U0666 (S)
20%	Final Commissioning	U0666 (S)

Eaton will invoice accrued travel and Living expenses to include accrued travel time with some of the milestones provided above.

End of Life Policy

Please find Eaton's End of Life policies for software here.

Please contact us anytime with further questions or requirements. We are honored to assist you and look forward to collaborating on this project.

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Brightlayer End User License Agreement for Product Software

Your use of **Brightlayer Energy** will be governed by Eaton's terms and conditions, which must be accepted at time of account activation.

CAREFULLY READ THIS END USER LICENSE AGREEMENT FOR PRODUCT SOFTWARE. BY INSTALLING AND USING THIS PRODUCT SOFTWARE, YOU AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT AND REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS END USER LICENSE AGREEMENT ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT, DO NOT USE THE PRODUCT SOFTWARE. EXCEPT AS EXPRESSLY STATED HEREIN, THIS END USER LICENSE AGREEMENT DOES NOT APPLY TO THE PURCHASE, DELIVERY, OR OTHER MAINTENANCE OR SUPPORT SERVICES FOR OTHER EATON PRODUCTS OR SERVICES, INCLUDING EATON HARDWARE, WHICH SHALL BE GOVERNED BY THE TERMS OF YOUR SEPARATE PURCHASE AGREEMENT FOR SUCH EATON PRODUCTS AND SERVICES.

This End User License Agreement (the "Agreement") governs Your access to and use of Product Software (defined below), however acquired, including via Channel Partner (as defined herein) of Eaton. This Agreement is by and between Eaton Corporation and the entity (corporation, limited liability company, limited partnership, etc.) that activates the license for the Product Software or directs or requests such license activation on its behalf ("You," or "Your"). For the purposes of this Agreement, any reference to "Eaton" shall include the Contracting Entity, its holding company, its affiliates and subsidiaries.

The complete Brightlayer End User License Agreement for Product Software can be accessed via the following URL: https://www.eaton.com/us/en-us/company/policies-and-statements/digital-offers/end-user-license-agreement-for-product-software.html

Brightlayer Support Schedule

This Support Schedule ("**Schedule**") is subject to and made a part of the Terms of Service for Brightlayer Cloud Services as of the start date for the Subscription Term ("**Terms of Service**") and/or End User License Agreement for Eaton Software as of the Effective Date of the license, as applicable (the "**Agreement**") and is effective as of the start date for the Subscription Term or Effective Date of the license, as applicable (the "**Support Effective Date**").

The complete Brightlayer Support Schedule can be accessed via the following URL: https://www.eaton.com/us/en-us/company/policies-and-statements/digital-offers/support-schedule.html

Brightlayer Privacy Notice

The End User License Agreement for Product Software and the Terms of Services for Brightlayer Cloud Services, as applicable, are incorporated by reference into this Privacy Notice. Eaton Corporation ("Eaton," "us," "we," or "our") owns and operates the Product Software and/or Brightlayer Cloud Services, including mobile applications, products and services related therein (collectively, the "Services"). Eaton, as the data controller, is committed to protecting the privacy of those who use the Services. Please read this Privacy Notice carefully. If you do not agree with our policies and practices, do not download, install or operate the Services, do not access or use the Services, and do not interact with any other part of the Services.

DO NOT BUDGET

Applicability: This Privacy Notice covers only the Services identified above and does not apply to information that you may send us by other means or related to other Eaton products or services, including websites. Whenever you interact with Eaton or the Services on behalf of another individual or entity, such as by providing or accessing Personal Data about another individual, you represent that you have the authority to do so. You shall have sole responsibility for any violation of privacy laws as a result of a failure to obtain any necessary consent from such individual/entity.

The complete Brightlayer Privacy Notice can be accessed via the following URL: https://www.eaton.com/us/en-us/company/policies-and-statements/digital-offers/privacy-notice.html

Supplemental Terms

The following terms and conditions shall apply to quotations, proposals, contracts and agreements covering the sale of Power Systems Controls from Eaton (the "Contract") and are supplemental to the terms and conditions set forth in Eaton Standard Terms and Conditions of Sale, Selling Policy 25-000, which are incorporated by reference in the Contract. Except as they may be specifically modified by the following, all terms, conditions, and limitations set forth in Selling Policy 25-000 shall apply to the sale of any Power System Controls.

1. Equipment Warranty. All Power Systems Controls equipment sold pursuant to the Contract shall be warranted against defects in manufacturing or materials in accordance with the Warranty for Products set forth in Selling Policy 25-000. Third party products supplied as part of the Power Systems Controls solution shall be warranted in accordance with the manufacturers' warranty policies.
2. Power Systems Controls Application Software Warranty. Eaton warrants that the Power Systems Controls application software sold pursuant to the Contract (the "System") will perform in accordance with the description and specifications set forth in the System Proposal provided by Eaton. Eaton disclaims the implied warranties of merchantability and fitness for a particular purpose. Claims by Buyer for failure to conform to the description and specifications set forth in the System Proposal must be made in writing, or verbally with confirmation in writing, within the earlier of:
    a. Ninety (90) days from the date of System Acceptance: The date when Eaton determines that the System is performing in accordance with the description and specifications set forth in the System Proposal.
    b. Ninety (90) days from the date of Beneficial Use: Should the System be put into operation by the Buyer prior to the date of System Acceptance, then the System shall be deemed to be providing beneficial use to the Buyer.
    c. Twelve (12) months from the date of shipment of any assemblies which contain Power Systems Controls hardware.
3. Power Systems Controls systems are excluded from the Extended Warranty for Products, as defined by Selling Policy 25-000, and the Extended Warranty Program offered by Eaton Electrical Engineering Services & Systems.
4. To the extent that the worker(s), employee(s), or third-party contractor(s) of Customer (collectively, "Customer Worker(s)") support the work or project performed by Eaton, Customer represents that such Customer Worker(s) possess the qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the work or project. Customer

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further acknowledges that Customer, at all times, remains exclusively responsible for the actions and inactions of its Customer Worker(s), and that Customer shall defend and hold Eaton harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Customer Worker(s).

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Detail Bill of Material

Project Name:	Spokane Water Dept BESS and EV	**Negotiation No:**	PGEG0514X6K1
General Order No:		**Alternate No:**	0000
Bid Date	6/5/2026	**Est. Purchase Date:**	11/27/2026

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1200 Tin Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 36 In

Catalog No XSUAGDNNNBF60NNNSG1D1B3BX
Designation MSB-M

Structure 1 **1200 Amp Tin Plated CU Main Structure**
Vertical Isol. Barrier (Service Entrance)
Compartment 1 - Metering PXG1K, with 7" Display
Compartment 2 - Breaker 1200A 3P Power Defense SB Brkr SPS-612 [Fixed-Electric]
Mechanical (4) #4-500 kcmil
Main Breaker Service Entrance
PXR20 LSIG w/ARMS and Modbus RTU
ARMS (Local using breaker interface)

Structure 2 **1200 Amp Tin Plated CU Feeder Structure**
Compartment 1 - Breaker 800A 3P Power Defense SB Brkr SPS-608 [Fixed-Electric]
Mechanical (3) 3/0-750 kcmil
PXR20 LSIG
Compartment 2 - Breaker 800A 3P Power Defense SB Brkr SPS-608 [Fixed-Electric]
Mechanical (3) 3/0-750 kcmil
PXR20 LSIG

Structure 3 **1200 Amp Tin Plated CU Distribution Structure**
Compartment 1 - Surge Protective Device (SPD) SPD Series 200kA SPD, Standard w/ Surge Counter, w/ Fusible Disconnect
Compartment 2 - Breaker 50A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
PXR20 LSIG Trip Unit
Trip Unit Amps 60A, Sensor 60A
Compartment 3 - Breaker 3P PD2-P
Compartment 4 - Breaker 300A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
PXR20 LSIG Trip Unit
Trip Unit Amps 400A, Sensor 400A
Compartment 5 - Breaker 300A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
PXR20 LSIG Trip Unit
Trip Unit Amps 400A, Sensor 400A

Qty	List of Materials
3	Type 3R (nonwalk-in) Flat Roof
3	Heater Package - (CPT, heater, thermostat, fused disconnect)
1	Service Entrance Label
1	Microgrid/Solar: Remove Line/Load labels on all overcurrent protective devices
3	Tin Plated Copper Ground Bus
3	Seismic Freestanding Label (IBC/CBC Seismic Qualified)
1	1200 Amp Tin Plated CU Main Structure
1	Mechanical (4) #4-500 kcmil
3	Auxiliary Switch, 8 Form C
4	Padlockable lockoff device

Project Name:	Spokane Water Dept BESS and EV	**Negotiation No:**	PGEG0514X6K1
General Order No:		**Alternate No:**	0000
Bid Date	6/5/2026	**Est. Purchase Date:**	11/27/2026

Qty	List of Materials
3	Shunt Trip (100-127Vac/Vdc)
3	Electrically Operated Breaker Control Assembly
1	Main Breaker Service Entrance
1	Vertical Isol. Barrier (Service Entrance)
1	PXG1K, with 7" Display
1	1200 Amp Tin Plated CU Feeder Structure
2	Mechanical (3) 3/0-750 kcmil
1	1200 Amp Tin Plated CU Distribution Structure
1	SPD Series 200kA SPD, Standard w/ Surge Counter, w/ Fusible Disconnect
1	Mechanical (1) #14-1/0
2	Mechanical (1) 2/0-500 kcmil
2	Auxiliary switch, 1 NO & 1 NC Aux Contact
1	Potential Transformer (each) QTY 1
2	Need a total of three PTs, one on supply side of main, one on each electrically operated breaker.
1	1200A 3P Power Defense SB Brkr SPS-612 [Fixed-Electric], Trip 1200 A, PXR20 LSIG w/ARMS and Modbus RTU, (4) #4-500 kcmil, Mechanical, Bottom
2	800A 3P Power Defense SB Brkr SPS-608 [Fixed-Electric], Trip 800 A, PXR20 LSIG, (3) 3/0-750 kcmil, Mechanical, Bottom
1	50A, 3P PDG23M Breaker [225A Frame], Trip 50 A, PXR20 LSIG/A, (1) #14-1/0, Mechanical
2	300A, 3P PDG33M Breaker [400A Frame], Trip 300 A, PXR20 LSIG/A, (1) 2/0-500 kcmil, Mechanical
1	3P PD2-P

Project Name:	Spokane Water Dept BESS and EV	**Negotiation No:**	PGEG0514X6K1
General Order No:		**Alternate No:**	0000
Bid Date	6/5/2026	**Est. Purchase Date:**	11/27/2026

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Dry-Type Transformers General Information

Transformer Type: General Purpose K-Factor
Catalog Number: H48M28T3021
Phase: 3
kVA: 30
Primary Volts: 480
Secondary Volts: 208Y/120
Temperature Rise: 150C with 220C Insulation System
Winding Material: Aluminum
Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab)
Frequency (Hz): 60
Electrostatic Shield: Y
200% Neutral: Y
Frame: 940
Wiring Diagram: 283B
Weight (lbs.): 434
Impedance (%): 2.61
UL Listed: Y
No Load Losses (Watts): 122
Standard Values
K-Factor: 4
TAPS: 2@+2.5% , 4@-2.5%
Sound Reduction (dB): 0
NEMA ST20 Sound Level (dB): 45
DOE 10 CFR Part 431 (2016) Efficient: Y
Infrared Viewing Window: None
Nameplate
Field-Installed Accessories Included
Lug Kit: LKS1 (1PH 15-37.5KVA or 3PH 15-45KVA)
Weather Shield: WS58

Catalog No H48M28T3021
Designation Aux transformer

Catalog No	Qty	List of Materials
H48M28T3021	1	30KVA K4 VENTD XFMR 3-PHASE 480-208Y/120
WS58	1	XFMR WEATHERSHIELD KIT FITS FRAME FR940.
LKS1	1	TX Lug Kit/1PH 15-37.5KVA / 3PH 15-45KVA.

Project Name:	Spokane Water Dept BESS and EV	**Negotiation No:**	PGEG0514X6K1
General Order No:		**Alternate No:**	0000
Bid Date	6/5/2026	**Est. Purchase Date:**	11/27/2026

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Dry-Type Transformers General Information

Custom Transformers must be approved by TRC - Avery Creek
This is a custom-manufactured product. Once it is released for manufacturing, it cannot be cancelled. This product cannot be returned for credit.
Transformer Type: General Purpose K-Factor
Catalog Number: H48M28T2221
Phase: 3
kVA: 225
Primary Volts: 480
Secondary Volts: 208Y/120
Temperature Rise: 150C with 220C Insulation System
Winding Material: Aluminum
Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab)
Frequency (Hz): 60
Electrostatic Shield: Y
200% Neutral: Y
Standard Values
K-Factor: 4
TAPS: 2@+2.5% , 4@-2.5%
Sound Reduction (dB): 0
NEMA ST20 Sound Level (dB): 55
DOE 10 CFR Part 431 (2016) Efficient: Y
Infrared Viewing Window: None
Nameplate
Field-Installed Accessories Included
Lug Kit: LKS3 (1PH 100-167KVA or 3PH 150-300K)
Weather Shield: Weathershield
Customized Values

Catalog No H48M28T2221
Designation EVCI Transformer

Catalog No	Qty	List of Materials
H48M28T2221	1	3 Phase, 225 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 150C with 220C Insulation System Temperature Rise, Aluminum Winding Material, 60 HZ
Weathershield	1	Weathershield Kit for 225 KVA transformer
LKS3	1	TX Lug Kit/1PH 100-167KVA/3PH 150-300KVA.

Item No.	Qty	Product	Description
	1	Safety Switches	SSW2

Catalog No DH384FDKVW2-00LO
Designation PV Disconnect

Catalog No	Qty	List of Materials
DH384FDKV	1	Single Throw - Heavy Duty - Fusible with No Neutral, 3-Pole, 800 VAC Heavy Duty, 200 A, NEMA 12/3R
LOCKON	1	Lock-On Provisions
W	1	Cover Viewing Window
DS200EK1	1	Upper Auxiliary Contacts (Factory Installed)

Project Name:	Spokane Water Dept BESS and EV	**Negotiation No:**	PGEG0514X6K1
General Order No:		**Alternate No:**	0000
Bid Date	6/5/2026	**Est. Purchase Date:**	11/27/2026

Item No.	Qty	Product	Description
	1	Safety Switches	SSW2

Catalog No DH368FRKV2-00LO
Designation BESS Disconnect

Catalog No	Qty	List of Materials
DH368FRKV	1	Single Throw - Heavy Duty - Fusible with No Neutral, 3-Pole (use for 2-Pole or 3-Pole), 600 VAC, 1200 A, NEMA 3R
LOCKON	1	Lock-On Provisions
DS200EK1	1	Upper Auxiliary Contacts (Factory Installed)

Eaton Selling Policy 25-000 applies.

If Eaton and the buyer entity listed on this purchase order have a separate executed written agreement for the products/services herein, then that agreement applies. Otherwise, Eaton's Selling Policy 25000 (https://www.eaton.com/ca/en-gb/support/terms-conditions.html) controls and supersedes all prior correspondence or communications between Eaton and the buyer, and any additional or different terms proposed by the buyer are rejected.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

MSB-M

Switchboard General Information

Pow-R-Line Xpert - Specifications
Quantity: 1
Alignment: Front Access/ Front and Rear Align
Service: 480Y/277V 3-Phase 4-Wire — **Minimum Interrupt Rating: 65 kA**

Bus Specifications
Bus Amps: 1200 — **Bus Bracing Rating: 65kA**
Neutral Amps: 1200
Bus Material: Tin Plated Copper — **Heat Test**
Ground Bus Material: Tin Plated Copper Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

Incoming/Outgoing Information
Incoming Qty & Size: Structure 1 -Terminals, Mechanical, (4) #4-500 kcmil, Bottom

Structure Specifications
Service Entrance
Enclosure Type: Type 3R (nonwalk-in) Flat Roof
Enclosure: Outdoor Enclosure Configuration Per EUSERC Dwg 354
Seismic Label (IBC/CBC Seismic Qualified) - Freestanding
Refer to seismic installation data sheet TD01508002E and drawing 1A32497 for details.
Heater package - (CPT, heater, thermostat, fused disconnect)
Solar Switchboard (no line/load labels)

Special Notes / Common Mods

Qty - Description	Catalog Number
2 qty - Need a total of three PTs, one on supply side of main, one on each electrically operated breaker.	XXXX
-- Potential Transformer (each) QTY 1	CM_PT

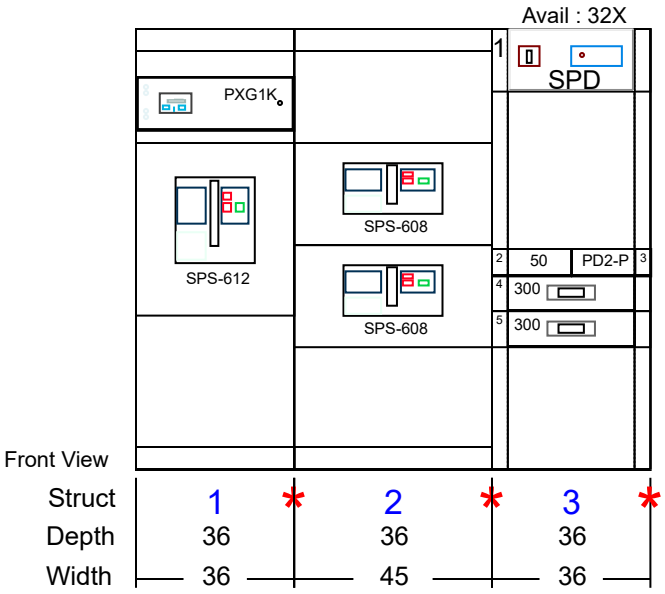
Enclosure properties

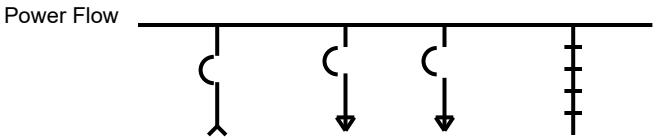
Struct #	Description/Modifications
1	Bottom incoming main device (Incoming Main Device/MLO Section) Vertical isolating barrier
2	Two individually mounted feeder BREAKERS (2000A max) (Feeder Structure)
3	50x chassis mounted feeders (Feeder Structure)

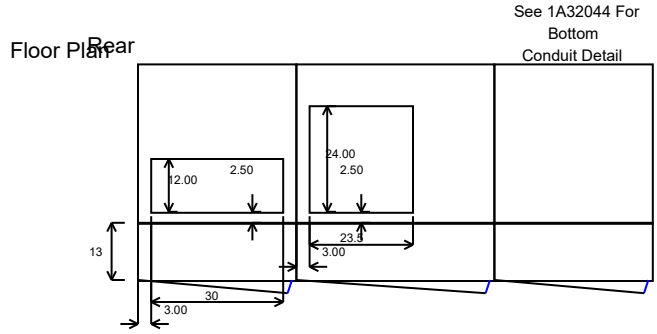
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PREPARED BY: Charles E Witham	DATE: 5/26/2026	Eaton	SumterSC		
APPROVED BY	DATE	JOB NAME: Spokane Water Dept BESS and EV			
		DESIGNATION: MSB-M			
VERSION: 9.0.37.4		TYPE: Switchboards		DRAWING TYPE: CustAppr	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 1 of 9

MSB-M







Total of 3 Structures, Total Weight of 2564 Weight-Lbs. with Front Hinged Doors.
Total of 3 Structures, Total Width of 117 Inches with Front Hinged Doors.

Structure	1	2	3			
Ship-Inches	36.00	45.00	36.00			
Ship-MM	914	1143	914			
Wdth-Inches	36.00	45.00	36.00			
Wdth-MM	914	1143	914			
Depth(Inner)-In.	36.00	36.00	36.00			
Depth(Inner)-MM	914	914	914			
Depth(Outer)-In.	49.00	49.00	49.00			
Depth(Outer)-MM	1244	1244	1244			
Height-Inches	90.00	90.00	90.00			
Height-MM	2286	2286	2286			
Weight-Lbs.(Est.)	729	1124	711			
Weight-Kg.(Est.)	330	509	322			

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NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 2 of 9

MSB-M

Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1			
		Main Breaker - Ind Mtd-1200A 3P Power Defense SB Brkr SPS-612 [Fixed-Electric], Trip(Ir) 1200A., PXR20 LSIG w/ARMS and Modbus RTU, 100 % ratedARMS Operation - ARMS (Local using breaker interface), Trip Unit Sensor Rating(In): 1200 Terminals, Mechanical, (4) #4-500 kcmil, Bottom Shunt Trip: 100-127Vac/Vdc Lockoff devices: Padlockable Hasp Auxiliary Switch: 8 Form C Control switch w/ indicating lights for electrically operated breaker Neutral Terminal, (4) #4-500 kcmil PXG1K, with 7" Display	
2			
		Feeder Breaker - Ind Mtd-800A 3P Power Defense SB Brkr SPS-608 [Fixed-Electric], Trip(Ir) 800A., PXR20 LSIG, 100 % rated, Trip Unit Sensor Rating(In): 800 Terminals, Mechanical, (3) 3/0-750 kcmil, Bottom Shunt Trip: 100-127Vac/Vdc Auxiliary Switch: 8 Form C Control switch w/ indicating lights for electrically operated breaker Feeder Breaker - Ind Mtd-800A 3P Power Defense SB Brkr SPS-608 [Fixed-Electric], Trip(Ir) 200A., PXR20 LSIG, 100 % rated, Trip Unit Sensor Rating(In): 200 Terminals, Mechanical, (3) 3/0-750 kcmil, Bottom Shunt Trip: 100-127Vac/Vdc Auxiliary Switch: 8 Form C Control switch w/ indicating lights for electrically operated breaker	
3			
	1	Surge Protective Device -SPD Series 200kA SPD, Standard w/ Surge Counter, w/ Fusible Disconnect, Connection: Load Side	
	2	Feeder Breaker - Chassis Mtd-50A, 3P PDG23M Breaker [225A Frame], Trip(Ir) 50A., PXR20 LSIG/A, None, Trip Unit Sensor Rating(In): 60A Phase: ABC Terminals, Mechanical, (1) #14-1/0 Auxiliary switch: 1 NO & 1 NC Aux Contact (Integral) Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #14-1/0	
	3	Feeder Breaker - Chassis Mtd-3P PD2-P, PROVISIONS FOR BREAKER ONLY Phase: ABC Neutral Terminal, (1) #6-350 kcmil	
	4	Feeder Breaker - Chassis Mtd-300A, 3P PDG33M Breaker [400A Frame], Trip(Ir) 300A., PXR20 LSIG/A, None, Trip Unit Sensor Rating(In): 400A Phase: ABC Terminals, Mechanical, (1) 2/0-500 kcmil Auxiliary switch: 1 NO & 1 NC Aux Contact Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #4-500 kcmil	
	5	Feeder Breaker - Chassis Mtd-300A, 3P PDG33M Breaker [400A Frame], Trip(Ir) 300A., PXR20 LSIG/A, None, Trip Unit Sensor Rating(In): 400A Phase: ABC Terminals, Mechanical, (1) 2/0-500 kcmil Auxiliary switch: 1 NO & 1 NC Aux Contact Lockoff devices: Padlockable Hasp	

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		DESIGNATION: MSB-M			
VERSION: 9.0.37.4		TYPE: Switchboards		DRAWING TYPE: CustAppr	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 3 of 9

MSB-M

Neutral Terminal, (1) #4-500 kcmil

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VERSION: 9.0.37.4		TYPE: Switchboards		DRAWING TYPE: CustAppr	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 4 of 9

COMMUNICATIONS SUMMARY

EXTERNAL NETWORK

Network	Network Protocol	Network Connection Type	Connection Location
	Modbus TCP	Ethernet RJ-45	

INTERNAL NETWORK

Main Network

Network	Protocol	Connection Type	Topology
5	Modbus TCP	Ethernet RJ-45	STAR
2	INCOM	RS-485-2w	LINE
4	Modbus RTU	RS-485-2w	LINE
3	INCOM	RS-485-2w	LINE

Subnetwork(s)

-- None --

External Cabling Notes

External Cabling Notes

General Notes

- **Communication cable must never be routed in parallel with power cables.**
- **Device locations, number of devices and wiring may differ from communications drawings.**
- **Cable run lengths are based on an average scan rate.**
- **The amount of devices acceptable for proper scan rates and database archiving is dependent on the system polling and its data capture architecture.**
- **The Cable run length could be extended or shortened based on the system polling the data.**

1. CAT5/6 Ethernet cable to be installed by contractor

- **CAT5/6 cable run cannot exceed 328 feet**
- **CAT5/6 cable terminations will be RJ45 plugs.**

Internal Cabling Notes

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NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 5 of 9

Internal Cabling Notes

2. Connections made with IMPCABLE (Belden YR29090) # Shielded Twisted Pair with Bare Shield Wire.
3. Connections made with MODBUS serial cable
4. Connections made with 600V rated, Cat 5e, Metal Foil Shield Cable

Ethernet Switch Information

-- None --

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NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 6 of 9

COMMUNICATIONS BILL OF MATERIAL

MSB-M

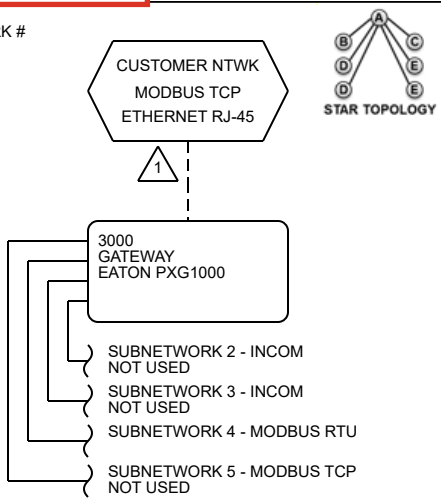
Direct	Struct #/ Unit ID	Device Type	Device ID	Device Name	Model	Protocol (UP)	Terminal Type (UP)	Protocol [Terminal Type] (DN)	Address	Device Status	Associated Device
Y		Gateway	3000		PXG1000	Modbus TCP	Ethernet RJ-45	Modbus RTU [RS-485-2w], INCOM [RS-485-2w], Modbus TCP [RJ-45]		Eaton Supplied	
N	1/26	Breaker	3001		SPS-612	Modbus RTU	RS-485-2w			Eaton Supplied	

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APPROVED BY:	DATE:	JOB NAME: Spokane Water Dept BESS and EV	
		DESIGNATION: MSB-M	
VERSION: 9.0.37.4		TYPE: Switchboards	DRAWING TYPE: CustAppr
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0 / DWG SIZE: DwgA	G.O.	ITEM / SHEET: 7 of 9

MSB-M

NETWORK #



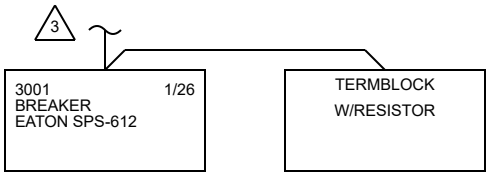
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		DESIGNATION: MSB-M			
	VERSION: 9.0.37.4	TYPE: Switchboards		DRAWING TYPE: CustAppr	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 8 of 9

MSB-M

SUBNETWORK # 4

MODBUS RTU





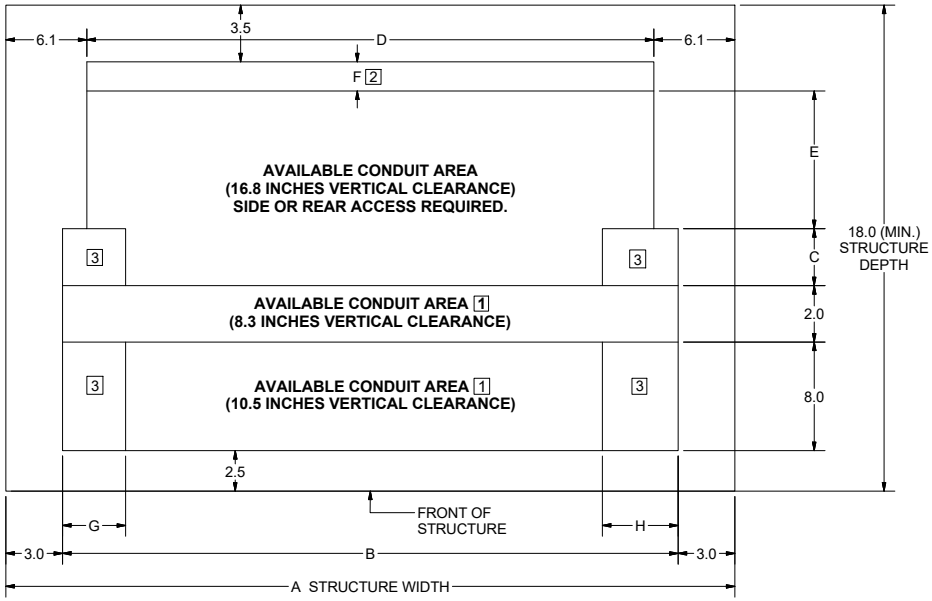
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		DESIGNATION	MSB-M		
VERSION: 9.0.37.4		TYPE: Switchboards		DRAWING TYPE: CustAppr	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: DwgA	G.O.	ITEM	SHEET: 9 of 9

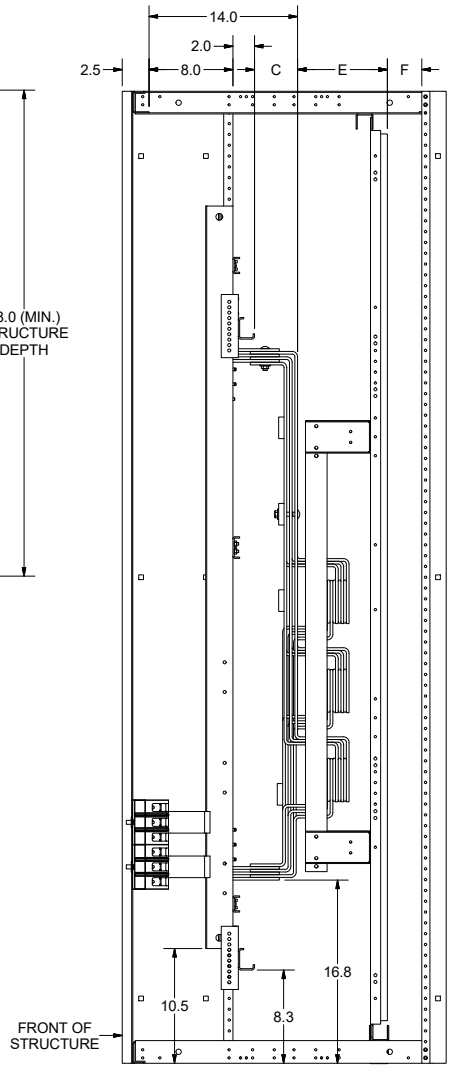
GO/NEG-Alt-Date:	PGEG0514X6K1-0000-5/26/2026
Item Number:	
Catalog Number:	XSUAGDNNNBF60NNNSG1D1B3B
Job Name:	Spokane Water Dept BESS and EV
Designation:	MSB-M

MSB-M

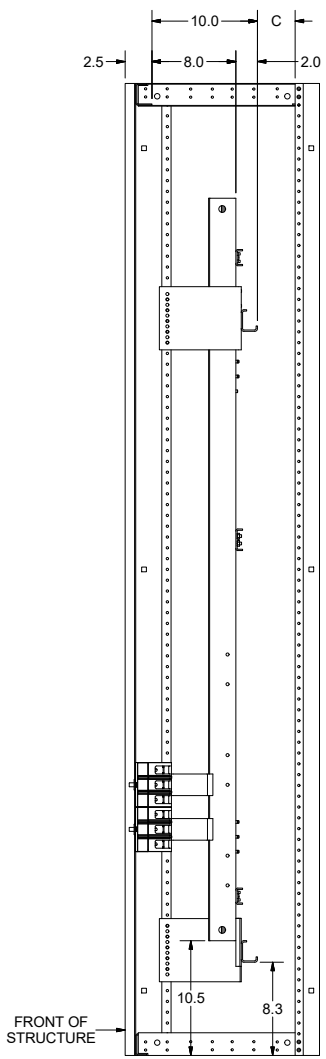
FLOOR PLAN
DISTRIBUTION CHASSIS



STRUCTURE DIMENSIONS	A (INCHES)	B (INCHES)	C (INCHES)	D (INCHES)	E (INCHES)	F (INCHES)	G (INCHES)	H (INCHES)
36W X 18D	36.0	30.0	2.0	23.8	N/A	N/A	3.0	5.0
45W X 18D	45.0	39.0	2.0	32.8	N/A	N/A	5.0	12.0
51W X 18D	51.0	45.0	2.0	38.8	N/A	N/A	11.5	11.5
36W X 24D	36.0	30.0	4.0	23.8	4.0	N/A	3.0	5.0
45W X 24D	45.0	39.0	4.0	32.8	4.0	N/A	5.0	12.0
51W X 24D	51.0	45.0	4.0	38.8	4.0	N/A	11.5	11.5
36W X 30D	36.0	30.0	4.0	23.8	8.5	1.5	3.0	5.0
45W X 30D	45.0	39.0	4.0	32.8	8.5	1.5	5.0	12.0
51W X 30D	51.0	45.0	4.0	38.8	8.5	1.5	11.5	11.5
36W X 36D	36.0	30.0	4.0	23.8	8.5	7.5	3.0	5.0
45W X 36D	45.0	39.0	4.0	32.8	8.5	7.5	5.0	12.0
51W X 36D	51.0	45.0	4.0	38.8	8.5	7.5	11.5	11.5
36W X 48D	36.0	30.0	4.0	23.8	8.5	19.5	3.0	5.0
45W X 48D	45.0	39.0	4.0	32.8	8.5	19.5	5.0	12.0
51W X 48D	51.0	45.0	4.0	38.8	8.5	19.5	11.5	11.5
36W X 54D	36.0	30.0	4.0	23.8	8.5	25.5	3.0	5.0
45W X 54D	45.0	39.0	4.0	32.8	8.5	25.5	5.0	12.0
51W X 54D	51.0	45.0	4.0	38.8	8.5	25.5	11.5	11.5
36W X 66D	36.0	30.0	4.0	23.8	8.5	37.5	3.0	5.0
45W X 66D	45.0	39.0	4.0	32.8	8.5	37.5	5.0	12.0
51W X 66D	51.0	45.0	4.0	38.8	8.5	37.5	11.5	11.5



SIDE VIEW
> 24" DEEP



SIDE VIEW
18" DEEP

NOTES:
1. FOR FUSIBLE SWITCHES, ALL CABLE ENTRY AREA BEHIND DISTRIBUTION CHASSIS AND CROSS BUS, REQUIRES SIDE OR REAR ACCESS.
2. CONDUIT AREA AVAILABLE WITH SIDE OR REAR ACCESS 90.00 INCHES VERTICAL CLEARANCE.
3. OPEN WIREWAY 90.00 INCHES VERTICAL CLEARANCE.

1	2	3	4	5	6
REVISION	RR#5493	ECR-0023779	CR-00024710	CR-00027110	CR-00027232
	HSB 11/15/11 GL 11/15/11 Added notification block to revision section.	JTR 8/3/2020 RBH 8/3/2020 UPDATED DRAWING AND COMBINED 1A32041 - 1A32043 INTO 1A32044.	JTR 4/16/2021 RBH 4/16/2021 ADDED "C" DIM TO STRUCTURE VIEWS. REVISED FLOORPLAN.	JTR 7/11/22 RBH 7/11/22 ADDED "G" & "H" TO DRAWING, OPEN WIREWAY.	JTR 8/19/2022 RBH 8/19/2022 REVISED "G" AND "H" DIMS. ADDED BOX AT "G X C & H X C".

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DRAFTER	DSF	DATE	10/7/2011
ENGINEER	RBH	DATE	10/7/2011
REVISION	6	PARTS LIST	
FEDERAL ID NO.	PRODUCT 3341	SCALE NTS	
MODEL FILENAME	1A32043G01.IAM	MODEL REV	4

EATON SUMTER, SC

TITLE: POW-R-LINE XPERT / C
FLOOR PLAN - DISTRIBUTION CHASSIS

DWG NO. 1A32044

TYPE STANDARD | UNLESS SPECIFIED TOLERANCES PER - | SHEET 1 OF 1

SUM CUST TITLEBLOCK REV - 1

XFMR 'AUX'

General Information: Dry-Type Distribution Transformers

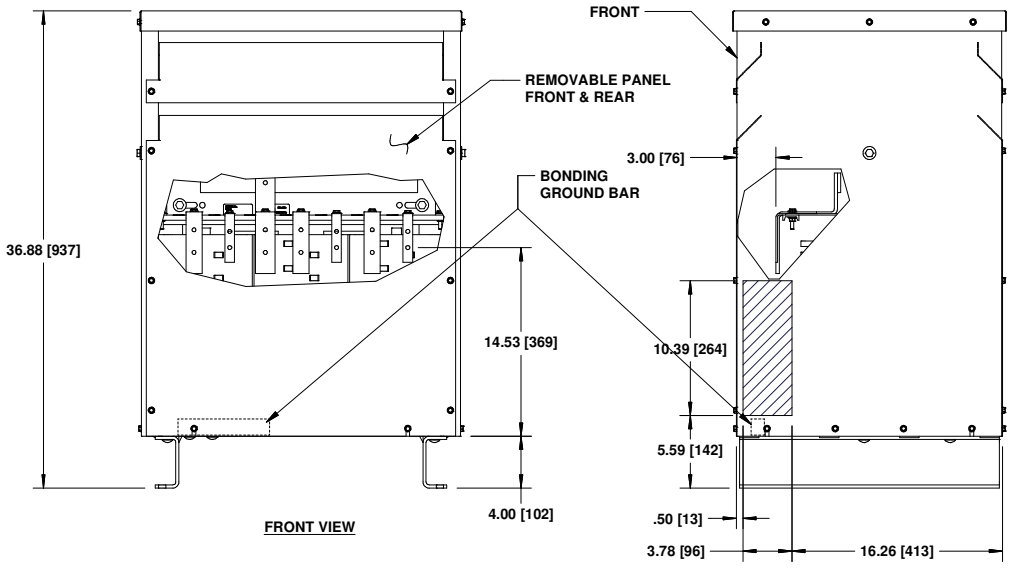
Dry-Type Transformers General Information	
Transformer Type	General Purpose K-Factor
Catalog Number	H48M28T3021
Phase	3
kVA	30
Primary Volts	480
Secondary Volts	208Y/120
Temperature Rise	150C with 220C Insulation System
Winding Material	Aluminum
Enclosure Type	NEMA 2 (for N3R, select Weather Shield in Mods tab)
Frequency (Hz)	60
Electrostatic Shield	Y
200% Neutral	Y
Frame	940
Wiring Diagram	283B
Weight (lbs.)	434
Impedance (%)	2.61
UL Listed	Y
No Load Losses (Watts)	122
Standard Values	
K-Factor	4
TAPS	2@+2.5%, 4@-2.5%
Sound Reduction (dB)	0
NEMA ST20 Sound Level (dB)	45
DOE 10 CFR Part 431 (2016) Efficient	Y
Infrared Viewing Window	None
Nameplate	
Field-Installed Accessories Included	
Lug Kit	LKS1 (1PH 15-37.5KVA or 3PH 15-45KVA)
Weather Shield	WS58

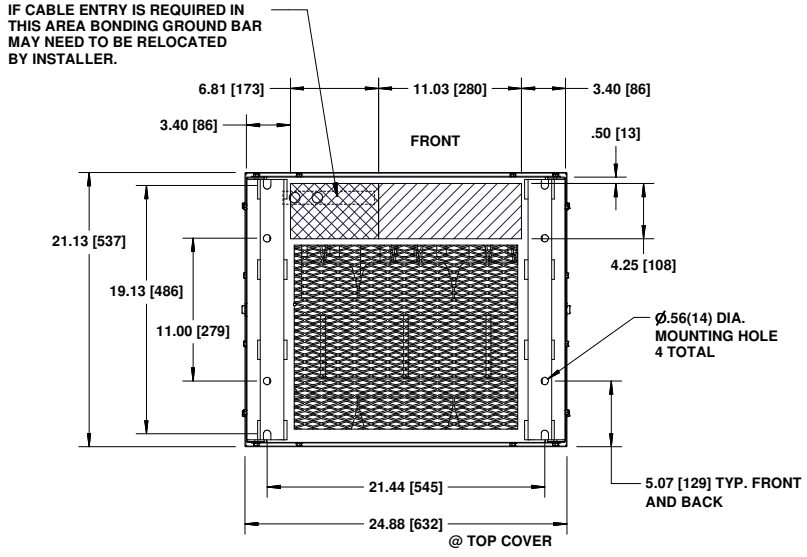
The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY: Charles E Witham	DATE: 5/26/2026	**Eaton**			
APPROVED BY:	DATE:	JOB NAME: Spokane Water Dept BESS and EV			
		DESIGNATION: Aux transformer			
VERSION: 1.0.7.0		TYPE: Dry-Type Distribution Transformers		DRAWING TYPE: Customer Appr.	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: A	G.O.	ITEM	SHEET: 1 of 1

NOTE:
1. ALL UNITS ARE DESIGNED IN ACCORDANCE WITH APPLICABLE NEMA, UL, ANSI, AND IEEE STANDARDS.
2. DRY-TYPE VENTILATED, CLASS AA, NEMA TYPE 2 ENCLOSURE.
3. FOR NEMA 3R OUTDOOR APPLICATION, USE WEATHERSHIELD # WS58.
4. TRANSFORMERS ARE FLOOR-MOUNTED. USE WALL-MOUNT BRACKET WMB05 FOR WALL-MOUNTING.
5. 220°C CLASS INSULATION SYSTEM.
6. PAINT COLOR IS ANSI #61.
7. ALUMINUM UNITS HAVE ALUMINUM WINDINGS AND TERMINATIONS. COPPER UNITS HAVE COPPER WINDINGS AND TERMINATIONS.
8. TRANSFORMER CAN BE INSTALLED AT A MIN. DISTANCE TO BACK AND SIDE WALLS OF 2 INCHES AND TO A 6 INCHES MIN. DISTANCE TO BACK WALLS WHEN WEATHERSHIELDS ARE NEEDED. WALLMOUNT BRACKETS CANNOT BE USED IN COMBINATION WITH WEATHERSHIELDS.
9. DIMENSIONS IN INCHES[mm].

XFMR 'AUX'





USE 10.39[264] x 3.78[96] BOTH SIDES, AND (11.03[280]+6.81[173]) x 4.25[108] ON BOTTOM AS RECOMMENDED CABLE ENTRY LOCATIONS.

THIS DIMENSION DRAWING IS FOR REFERENCE ONLY. IT IS NOT BE REGARDED AS INDICATING THE EXACT DETAILS OF CONSTRUCTION.

REV	DESCRIPTION	DFTR	APPD	DATE
8	CO-0204443 .	L.C.R.	L.N.	9/11/2023
7	ECO-164756 .	J.C.S.	D.G.	3/31/2021
6	ECO-133517 .	J.G.	C.B.	5/7/2019

REVISIONS

PRODUCT CODE: · | FEDERAL ID NO. ·

DFTR	J.C.S.	DATE 10/30/2015
APPD	D.G.	DATE 10/30/2015
S.O.	.	
REVISION	8	

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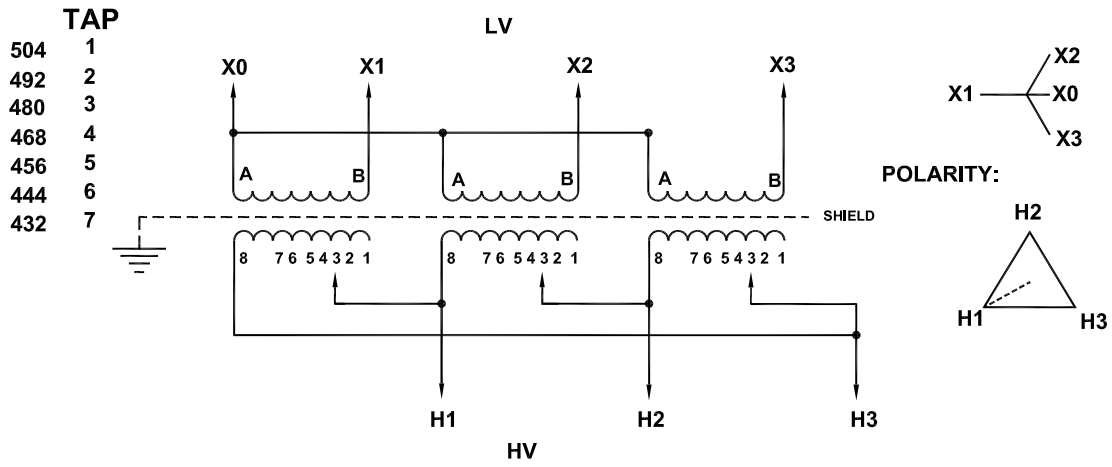
TITLE DRY TYPE TRANSFORMER OUTLINE

TYPE DRY TYPE TRANSFORMER | OUTLINE

G.O. . | DWG **FR940** | SHEET 1 OF 1

GO/NEG-Alt-Date: PGEG0514X6K1-0000-5/26/2026		**Job Name:** Spokane Water Dept BESS and EV
Item Number:	**Catalog Number:** H48M28T3021	**Designation:** Aux transformer

XFMR 'AUX'



PRODUCT CODE: TRANSFORMER	FEDERAL ID NO. ,

REV	DESCRIPTION	DFTR	APPD	DATE
04	CHANGE TO HV LV	H.MTZ	C.B	25/11/14

REVISIONS

DFTR H.MARTINEZ	DATE 25/11/14	THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON CORPORATION. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.
APPD C.BADILLO	DATE 25/11/14	TITLE DRY TYPE TRANSFORMER WIRING SCHEMATIC
S.O. .		TYPE DRY TYPE TRANSFORMER — WIRING
REVISION 04		G.O. . — DWG 283B — SHEET 1 OF 01

GO/NEG-Alt-Date:		Job Name:
PGEG0514X6K1-0000-5/26/2026		Spokane Water Dept BESS and EV
Item Number:	**Catalog Number:** H48M28T3021	**Designation:** Aux transformer

XFMR 'EV-1'

General Information: Dry-Type Distribution Transformers

Dry-Type Transformers General Information	
Custom Transformers must be approved by TRC - Avery Creek	
This is a custom-manufactured product. Once it is released for manufacturing, it cannot be cancelled.	
This product cannot be returned for credit.	
Transformer Type	General Purpose K-Factor
Catalog Number	H48M28T2221
Phase	3
kVA	225
Primary Volts	480
Secondary Volts	208Y/120
Temperature Rise	150C with 220C Insulation System
Winding Material	Aluminum
Enclosure Type	NEMA 2 (for N3R, select Weather Shield in Mods tab)
Frequency (Hz)	60
Electrostatic Shield	Y
200% Neutral	Y
Standard Values	
K-Factor	4
TAPS	2@+2.5%, 4@-2.5%
Sound Reduction (dB)	0
NEMA ST20 Sound Level (dB)	55
DOE 10 CFR Part 431 (2016) Efficient	Y
Infrared Viewing Window	None
Nameplate	
Field-Installed Accessories Included	
Lug Kit	LKS3 (1PH 100-167KVA or 3PH 150-300K)
Weather Shield	Weathershield
Customized Values	

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PREPARED BY: Charles E Witham	DATE: 5/26/2026	**Eaton**			
APPROVED BY	DATE	JOB NAME: Spokane Water Dept BESS and EV			
		DESIGNATION: EVCI Transformer			
VERSION: 1.0.7.0		TYPE: Dry-Type Distribution Transformers		DRAWING TYPE: Customer Appr.	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: A	G.O.	ITEM	SHEET: 1 of 1

Custom Transformer

Frame Drawing is unavailable from Bidman.
Please contact TRC in Avery Creek at 1-877-ETN-CARE (1- 877-386-2273)
Option 2, then Option 1 prior to quoting this transformer to confirm availability and pricing.

GO/NEG-Alt-Date:		Job Name:
PGEG0514X6K1-0000-5/26/2026		Spokane Water Dept BESS and EV
Item Number:	**Catalog Number:**	**Designation:**
	H48M28T2221	EVCI Transformer

Custom Transformer

Wiring Diagram is unavailable from Bidman.
Please contact TRC in Avery Creek at 1-877-ETN-CARE (1- 877-386-2273)
Option 2, then Option 1 prior to quoting this transformer to confirm
availability and pricing.

GO/NEG-Alt-Date:		Job Name:
PGEG0514X6K1-0000-5/26/2026		Spokane Water Dept BESS and EV
Item Number:	**Catalog Number:**	**Designation:**
	H48M28T2221	EVCI Transformer

PV Disconnect

General Information: Safety Switches

Global Specifications

System Voltage	800 VAC Heavy Duty
Switch Type	Single Throw - Heavy Duty
Poles/Blades	3-Pole
Amperage	200
Protection	Fusible with No Neutral
Enclosure Type	NEMA 12/3R
Special Paint	No Paint
Fuse Clips	None
Fungus Proof Treatment	None
Lock-On Provision	Yes
Trapped Key Interlock	None
Upper Viewing Window	None
Fuse Pullers	None
Control Pole	None
	Stainless Mechanism
None	Mill Duty
None	Cover Controls
	QUANTITY
DESCRIPTION	Nameplate
	Safety Switch Catalog No.

NEC 230.62 | UL98 compliant barrier for additional safety

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PREPARED BY: Charles E Witham	DATE: 5/26/2026	EATON Powering Business Worldwide	
APPROVED BY	DATE	JOB NAME: Spokane Water Dept BESS and EV	
		DESIGNATION: PV Disconnect	
VERSION: 1.0.5.0		TYPE: SSW2	DRAWING TYPE: Customer Appr.

NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
PGEG0514X6K1-0000	0	A			1 of 1

GO/NEG-Alt-Date: PGEG0514X6K1-0000-5/26/2026

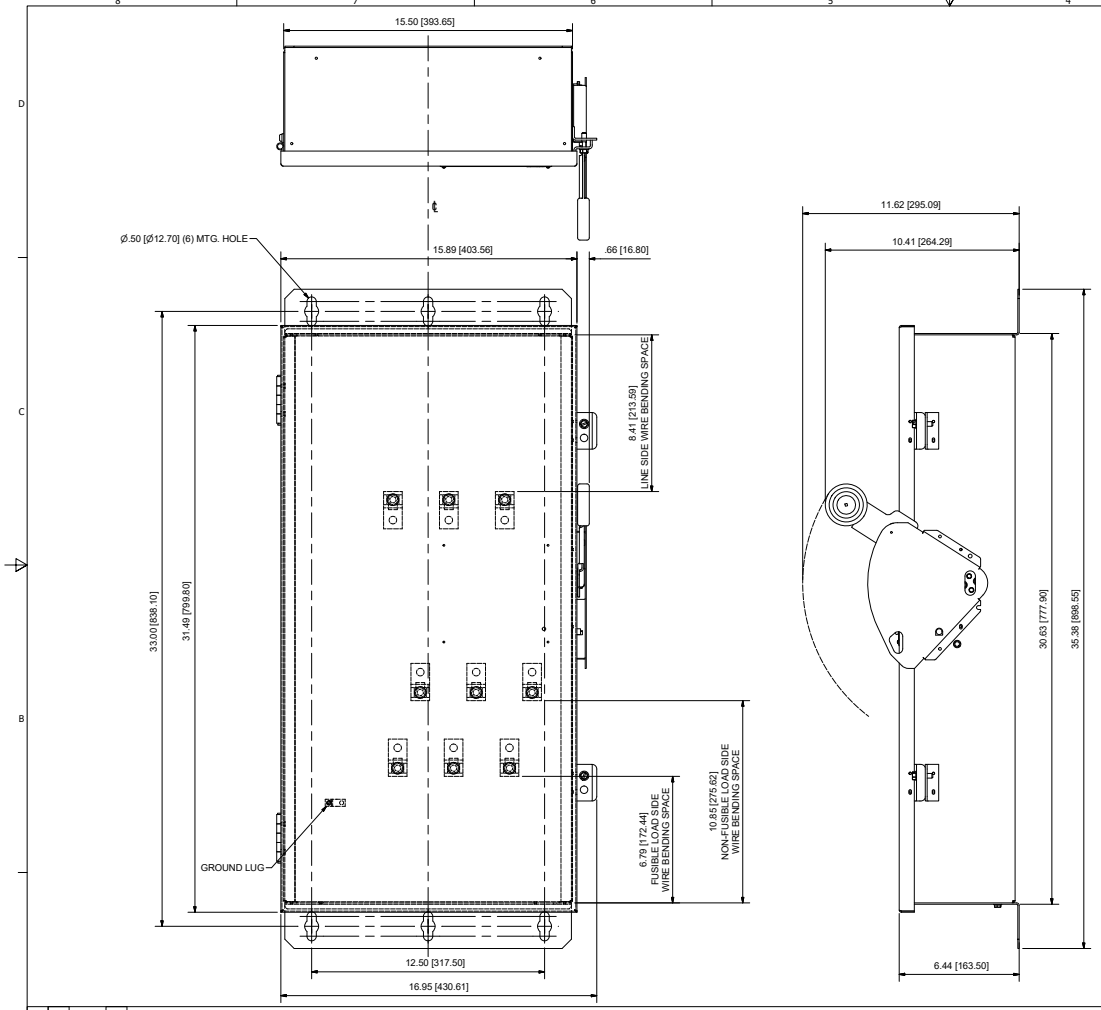
Item Number:

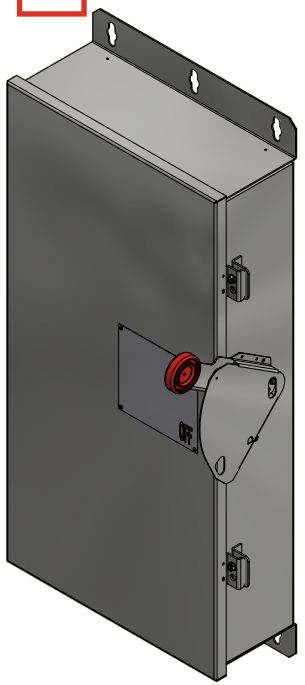
Catalog Number: DH384FDKVW2-00LO

Job Name: Spokane Water Dept BESS and EV

Designation: PV Disconnect

PV Disconnect





ISOMETRIC VIEW
SCALE 1:3

D

NOTE:
1. FINISH - GRAY BAKED ENAMEL FOR TYPE12/3R.
   TYPE 304 STAINLESS STEEL OR TYPE 316 STAINLESS STEEL FOR TYPE 4X
   BASED ON CATALOG NUMBER.
2. AGENCY CERTIFICATION
   - DH SERIES SWITCHES, 600VAC MAX. UL LISTED - FILE E5239-G, CSA LISTED - FILE 69743
   - DCG/DCU SERIES SWITCHES, UL LISTED - FILE E347360
   - DH SERIES SWITCHES, UNFUSED 800VAC & 1000VAC. - UL LISTED - FILE E5239-G
   - DH SERIES SWITCHES, FUSED 800VAC & 1000VAC. - UL RECOGNIZED - FILE E5239-G
3. SUITABLE FOR USE AS SERVICE EQUIPMENT,
   CANADA REQUIRES FACTORY INSTALLED NEUTRAL.
4. NEUTRAL INSULATED, BONDABLE.
5. 100% LOAD BREAK RATED.
6. SHORT CIRCUIT CURRENT RATINGS: REFER PRODUCT CATALOG.
7. DUAL DIMENSIONS, INCHES [MILLIMETERS].
8. TEMPERATURE RANGE: -30° TO +50°C (-22° TO +122°F).
9. MINOR VARIATIONS BETWEEN LATCHES FOR TYPES 12/3R AND 4X.
10. USE 75°C WIRE.
11. AS2 SAFETY GLASS VIEWING WINDOW (OPTIONAL), REPLACEABLE.

FOR CATALOG NO. SERIES:
DH SERIES SWITCHES, 200A, 3 & 4 POLE , TYPE 4X AND 12
DCGx06 SERIES SWITCHES ,200A,600V GROUNDED, 2 & 3 CIRCUIT, TYPE 3R, 4 & 4X
DCG110 SERIES SWITCHES, 200A, 1000V GROUNDED, 1 CIRCUIT, TYPE 3R, 4 & 4X
DCU SERIES SWITCHES, 200A, UNGROUNDED, 1 & 2 CIRCUIT, TYPE 3R, 4 & 4X

REVISION HISTORY
ECO-202276
C
LM:RPK / 1/15/2023
PNS 1/15/2023
ADDED PART NUMBER TO INVENTOR;
ADDED DETAILS
CO-0345606
D
LM:TVO / 11/20/2023
SST 11/20/2023
NOTE REVISED

DIMENSIONS TO BE INTERPRETED ACCORDING TO ANSI Y14.5M - 1994

DRAWN	WARREN SIPE	2/14/1997	95-1372.iam	NEW
ENGINEER	ULF BISCHOF	2/14/1997	CO-0345606	
MFG. ENG.		DATE	UNLESS SPECIFIED TOLERANCES PER	50-2500
NEXT ASSY				
TOOL REF.			D	
PREP REFERENCE			SCALE 1=3	
SHOP/GENERAL ORDER NO.			TITLE BLOCK REV - 1	

MODEL REV | MODEL TOLERANCE

TITLE: SAFETY SWITCHES 200 AMP TYPES 12/3R & 4X DIMENSION DRAWING

PROJECT NO. | PRODUCT

DWG NO. 95-1372

PARTS LIST | SHEET 1 OF 1 | REV D

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BESS Disconnect

General Information: Safety Switches

Global Specifications	
System Voltage	600 VAC
Switch Type	Single Throw - Heavy Duty
Poles/Blades	3-Pole (use for 2-Pole or 3-Pole)
Amperage	1200
Protection	Fusible with No Neutral
Enclosure Type	NEMA 3R
Special Paint	ANSI-61 (Gray) Standard
Fuse Clips	L Fuse Clips
Switch Lugs	(4) 1/0-750
Fungus Proof Treatment	None
Lock-On Provision	Yes
Trapped Key Interlock	None
Fuse Pullers	None
Control Pole	None
Ground Lugs	(2) 6-250
Stainless Mechanism	None
Mill Duty	None
Cover Controls	
QUANTITY	DESCRIPTION
Nameplate	
Service Entrance Barrier	NEC 230.62 | UL98 compliant barrier for additional safety

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PREPARED BY: Charles E Witham	DATE: 5/26/2026				
APPROVED BY:	DATE:	JOB NAME: Spokane Water Dept BESS and EV			
		DESIGNATION: BESS Disconnect			
VERSION: 1.0.5.0		TYPE: SSW2		DRAWING TYPE: Customer Appr.	
NEG-ALT Number: PGEG0514X6K1-0000	REVISION: 0	DWG SIZE: A	G.O.:	ITEM:	SHEET: 1 of 1

BESS Disconnect

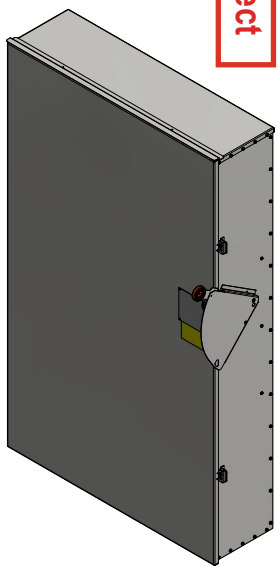
GO/NEG-Alt-Date: PGEG0514X6K1-0000-5/26/2026

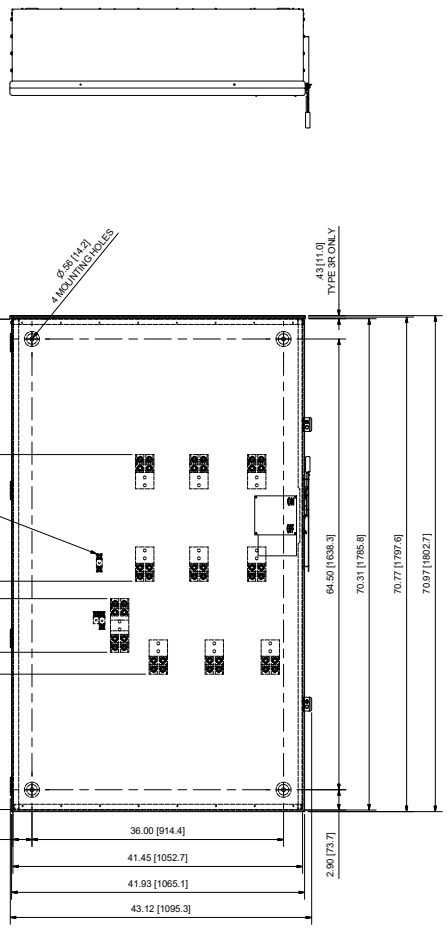
Item Number:

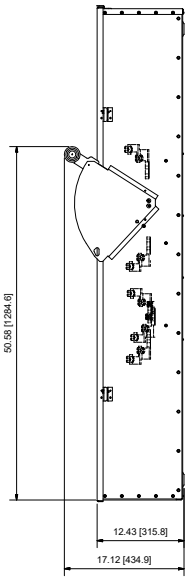
Catalog Number: DH368FRKV2-00LO

Job Name: Spokane Water Dept BESS and EV

Designation: BESS Disconnect







NOTE:
1. FINISH - GRAY BAKED ENAMEL.
2. UL LISTED - FILE E-5239-G.
3. CSA LISTED - FILE 69743.
4. SUITABLE FOR USE AS SERVICE EQUIPMENT ON 120/208 VOLTS, 3 PHASE, 4 WIRE SYSTEMS AND ANY 3 WIRE SYSTEM UP TO 600 VOLTS PHASE TO PHASE AND LESS THAN 150 VOLTS TO GROUND. FOR 277/480 VOLTS, 3 PHASE, 4 WIRE SYSTEMS, SUITABLE FOR USE AS SERVICE EQUIPMENT WHEN SUPPLYING A CONTINUOUS INDUSTRIAL PROCESS, OR FOR SYSTEMS WHERE THE NEUTRAL IS NOT SOLIDLY GROUNDED, OR AS A SOURCE INTENDED FOR SUPPLYING A FIRE PUMP. NON-FUSIBLE SWITCHES NOT RATED AS SUITABLE FOR USE AS SERVICE EQUIPMENT IN CANADA.
5. NEUTRAL INSULATED, BONDABLE.
6. 100% LOAD BREAK RATED.
7. SHORT CIRCUIT CURRENT RATINGS: 200,000 RMS SYMMETRICAL AMPERES WHEN USED WITH OR PROTECTED BY CLASS L OR T FUSES.
8. DUAL DIMENSIONS, INCHES [MILLIMETERS].

FIELD INSTALLABLE ACCESSORIES	
CAT. NO.	DESCRIPTION
DS16CP	CONTROL POLE
DS200EK1	AUXILIARY CONTACT 1 N.O. 1 N.C.
DS200EK2	AUXILIARY CONTACT 2 N.O. 2 N.C.
DS200MH	CONDUIT FITTING 2"
DS250MH	CONDUIT FITTING 2½"
DS300MH	CONDUIT FITTING 3"
DS350MH	CONDUIT FITTING 3½"
DS400MH	CONDUIT FITTING 4"
DS500MH	CONDUIT FITTING 5"
DS800NK	NEUTRAL
DSLUBEKIT	LUBRICATION KIT

TERMINAL LUGS INFORMATION			
LOCATION	MIN. WIRE SIZE	MAX. WIRE SIZE	TYPE
LINE & LOAD LUGS	(4) 1/0 AWG	(4) 750 KCMIL	AL OR CU
NEUTRAL LUGS (2 PROVIDED)	(4) 1/0 AWG	(4) 750 KCMIL	AL OR CU
GROUND LUGS	#6 AWG	250 KCMIL	AL OR CU

REVISION HISTORY
ECO-077290

UNLESS OTHERWISE SPECIFIED DIMENSIONS IN INCHES
TWO PL. DEC. ± .02
THREE PL. DEC. ± .005
ANGLES ± .50'
ONE PL. MIM. ± 0.5
TWO PL. MIM. ± 0.13
TORQUE ± 10%

XXX.XX SYMBOL INTERPRETATION PER DRAWING 65A2750

DRAWN: WARREN SIPE 2/4/2015
ENGINEER: DR. PROHASKA 2/4/2015
MFG. ENG. DATE
NEXT ASSY
TOOL REF.
REFERENCE
SHOP/GENERAL ORDER NO.

DIMENSIONS TO BE INTERPRETED ACCORDING TO ANSI/ASME Y14.5M - 1994

ECO NO. 95-4757.iam NEW
ENGINEERING CHANGE NOTICE NO.
UNLESS SPECIFIED TOLERANCES PER 50-2500

SIZE D
TITLE: SAFETY SWITCHES DIMENSION SHEET 1200 AMP TYPES 1 & 3R
SCALE 1=8
PROJECT NO.
DWG NO. 95-4757
TITLE BLOCK REV - 1
PRODUCT
PARTS LIST
SHEET 1 OF 1
REV NEW

THIRD ANGLE PROJECTION

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	6/17/2026		
Clerk's File #	OPR 2026-0696		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	ITB 6566-26
Contact Name/Phone	RICK GIDDINGS 625.7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER CONTRACT FOR MISCELLANEOUS WELDING & FABRICATION		

Agenda Wording

Master contract with Industrial Welding Co., Inc. (Spokane, WA) for as-needed, on-call miscellaneous welding and fabrication services, to include HD vehicle component repair, hydraulic cylinder repair, and machine shop services, for a five-year period from 8/1/2026 - 7/31/2031 and an estimated expenditure not to exceed $750,000 (plus applicable taxes) over the contract term.

Summary (Background)

Invitation to Bid #6566-26 was published in the Gazette and issued to 21 companies via Procureware that engage in welding services. One bid was received and found to be responsive and responsible in meeting the city's needs. Services will be performed as needed at the vendor's location over a five-year period. This master contract can be utilized by various city departments but will be predominately used by Fleet Services and Solid Waste Collection.

What impacts would the proposal have on historically excluded communities?

This will not impact 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?

N/A

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

Fleet Services and Solid Waste Collection analyze data for future purchases and service contracts. Both departments follow the city's established procurement and bidding regulations to bring items forward, then use 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 aligns with the city's procurement and purchasing policies.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 750,000, plus applicable tax
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance service contract that is planned for annually in department budgets.

Amount		Budget Account
Expense	$ 750,000	# various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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fleetservicesaccounting@spokanecity.org	rhughes@spokanecity.org
tbradburn@spokanecity.org	

CITY OF SPOKANE

MASTER PURCHASED SERVICE CONTRACT

Title: MISCELLANEOUS AS-NEEDED WELDING-FABRICATION SERVICES

This Master Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INDUSTRIAL WELDING CO., INC.**, whose address is 1203 North Greene Street, Spokane, Washington 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Invitation to Bid 6566-26 and Company's Response to Bid - Miscellaneous Welding-Fabrication Services Off-Site to include HR Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.
The term of this Contract begins on August 1, 2026, and shall run through July 31, 2031, unless amended by written agreement or terminated earlier under the provisions.

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

4. COMPENSATION / PAYMENT.
Total compensation for Company's as-needed services under this Contract shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000.00)**, plus applicable sales tax, in accordance with the Pricing information contained in Exhibit B, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the requesting City Department; City of Spokane Solid Waste Collection Department, rschoonover@spokanecity.org; or Fleet Services Department, fleetservicesaccounting@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INDEMNIFICATION.
The Company 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 Company's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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 Contract.

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

A. **Worker's Compensation** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

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

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

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

7. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the

enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors 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.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

INDUSTRIAL WELDING CO., INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to Invitation to Bid 6566-26

26-167

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

Bid Response Summary

Bid Number	**ITB 6566-26**
Bid Title	**Miscellaneous Welding-Fabrication Services at Vendor's Shop , To Include HD Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made.**
Bid Base Currency	**USD**
Due Date	**Monday, June 15, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]**
Bid Status	**Closed to Bidding**
Company	**Industrial Welding Co Inc**
Submitted By	**Ronda Jordan - Monday, June 15, 2026 9:42:50 AM [(UTC-08:00) Pacific Time (US & Canada)]** **industrialweldingaccounts@comcast.net 509-534-0625**
Comments	

Question Responses

Group	Reference Number	Question	Response
QUESTIONS			
	#1	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
BACKGROUND			
	#1	The City of Spokane, is initiating this this Invitation To Bid (ITB) to solicit Bids from Vendors to provide On-Call Miscellaneous Welding-Fabrication Services Off-Site at Vendor's Shop, to include Hydraulic Cylinder Repair, and Machine Shop Services As-needed over a five-year period, for various City Departments, to include but not limited to Spokane Solid Waste Collections and Fleet Services.	Acknowledged and Agreed
	#2	There will be several contracts awarded from this ITB to enable the City of Spokane the flexibility to allocate requirements among awarded Vendors to prevent inundation, and to best meet City's needs in reducing turn-around time. 	Acknowledged and Agreed
	#3	The total combined estimated five-year expenditure is $750,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a five-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.	Acknowledged and Agreed
PERIOD OF PERFORMANCE			
	#1	The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 1, 2026 and terminates on July 31, 2031, with annual pricing adjustments for labor rates on the anniversary of the award, implied 8-1-20XX, with justification. Contract shall not exceed five-years.	I acknowledge and agree
BIDDERS' REPRESENTATION			
	#1	BIDDERS' REPRESENTATION: Bidder by making its bid represents that it has read and understands the bidding documents. Bidder has reviewed ITB 6566-26 Bid Document and Attachments located in the bid Documents Tab.`	Acknowledged and Agreed
TECHNICAL SPECIFICATIONS			

	#1	Amended Via Addendum 1, (5-13-2026) The awarded Vendor will be responsible for the furnishing of all labor, materials, parts, consumables, equipment, supervision, and other items of work and costs necessary for the proper for the proper execution and completion of the services described in bid and reference specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis. Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City. For work done at vendor facility, and if vendor has necessary parts readily available; vendor will typically supply the parts. If parts must be ordered in advance to avoid long lead times, to save money, or at any time parts must be purchased and stocked in advance of installation to a City unit, the City or City's contracted parts management contractor may inventory and supply the parts. Parts purchasing and inventorying decisions will be made on a case-by-case basis by the City based cost, quality, and availability.	I acknowledge and I understand
	#2	Definition: Shop is defined as – Individual or company whose Bid has been accepted by the City and is awarded a fully executed, written contract.	I acknowledge and I understand
	#2.1	Vendor's Weld-Fabrication Shop must be located within a 10 mile radius of the City of Spokane	I acknowledge and agree
	#3	Scope of Work, Section 2a. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#3.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#4	Scope of Work, Section 2b. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#4.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#5	Scope of Work, Section 2c. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	Exceptions Taken
	#5.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#6	Scope of Work, Section 2d. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#6.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#7	Scope of Work, Section 2e. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#7.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#8	Scope of Work, Section 2f. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#8.1	If you took exception as stated in ITB 6566-26, explain in detail.	
	#9	GUARANTEE:The Vendor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Vendor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I understand
	#10	If you took exception to any of the above explain in detail.	
INVOICING			
	#1	Invoicing, Sections 15 through 15.1.1.4. Do you take exceptions as stated in the ITB 6566-26 bid document, located in the 'Documents' tab? 	No Exceptions Taken
	1.1	If you took exception as stated in ITB 6566-26, explain in detail.	
PAYMENT			
	#1	Payment will be made via direct deposit/ACH after receipt of the Venodor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.	Acknowledged and Agreed
ADDENDA			

	#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter ZERO.	ZERO
BID			
	#1	Bidder Must Compete 'Bid Proposal' Pages 10 – 12 of the ITB #6566-26 bid document in the 'Documents' tab, complete, and upload the completed document here:	ITB 6566-26 Bid Document for 2026.pdf
	#2	Evaluation: For evaluation purposes, the following will be used for evaluation purposes: an annual estimated 800 normal operating labor hours, 50 outside normal operating hours, 16 labor hours at Holiday rate, and annual total markup cost on $75,000 for Material, Parts, and Consumables.	Acknowledged and Understood
	#3	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	ITB 6556-26 Submittal letters.pdf
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this ITB.	Certifies No Agreement Was Entered
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Ronda Jordan 509-534-0625 industrialweldingaccounts@comcast.net
	#2	DocuSign Point of Contact: Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract:	Ronda Jordan 509-534-0625 industrialweldingaccounts@comcast.net
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Proposal is a S Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	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 Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington for additional resources (https://my.spokanecity.org/business/doing-business) . If the Bidder does not believe it is required to obtain a business registration, complete the Business License Exemption Request Form and submit to City Taxes & Licensing to request an exemption status determination. (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Agreed
	#2	City of Spokane Business Registration Number:	328-041-486
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the selected Bidder's review and approval at the time of a requested contract. The Selected Bidder's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	EXCEPTIONS: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Addendum 2 ITB 6566-26 6-15-26 Signed.pdf
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	

May 13, 2026

ADDENDUM NO. 1

ITB 6566-26

Miscellaneous Welding-Fabrication Services at Vendor's Shop , To Include HD Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made.

This Addendum revises Scope of Work, Section 1 as noted below:

To:
The awarded Vendor will be responsible for the furnishing of all labor, materials, parts, consumables, equipment, supervision, and other items of work and costs necessary for the proper for the proper execution and completion of the services described in bid and reference specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis. Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City. **For work done at vendor facility, and if vendor has necessary parts readily available; vendor will typically supply the parts. If parts must be ordered in advance to avoid long lead times, to save money, or at any time parts must be purchased and stocked in advance of installation to a City unit, the City or City's contracted parts management contractor may inventory and supply the parts. Parts purchasing and inventorying decisions will be made on a case-by-case basis by the City based cost, quality, and availability.**

From:
The awarded Vendor will be responsible for the furnishing of all labor, materials, parts, consumables, equipment, supervision, and other items of work and costs necessary for the proper for the proper execution and completion of the services described in bid and reference specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis. Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City

Rick Rinderle
Procurement

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

The undersigned acknowledges receipt of this Addendum.

Industrial Welding Co., Inc. *Ronda Jordan*

Company **Signature**

Addendum 2
June 15, 2026

ITB 6566-26
Miscellaneous Welding-Fabrication Services at Vendor's Shop , To Include HD Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made

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

Addendum 2 changes Insurance Requirements as noted below:

Insurance Requirements Are Changed To:

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

A. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

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

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles as applicable. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Industrial Welding Co Inc

Company

Signature

CITY OF SPOKANE - PURCHASING
Purchasing Center
915 N Nelson Street
Spokane, Washington 99202
(509) 625-6527

INVITATION TO BID

ITB NUMBER: **6566-26** TITLE: **Miscellaneous Welding-Fabrication Services at Vendor's Shop , To Include HD Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made.** BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department QUESTION DEADLINE: **Monday, June 8, 2026, at 9:00 am.**	BID DUE DATE: **Monday, June 15, 2026** TIME: 1:00 pm local time Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.

BID SUBMITTED BY:

COMPANY Industrial Welding Co., Inc.

MAILING ADDRESS

1203 N. Greene St Spokane WA 99202

PHYSICAL ADDRESS

1203 N. Greene St Spokane WA 99202

PHONE NUMBER 509-534-0625

E-MAIL ADDRESS industrialweldingaccounts@comcast.net

Rick Rinderle

Rick Rinderle
Purchasing

BACKGROUND

1. The City of Spokane, is initiating this this Invitation To Bid (ITB) to solicit Bids from Vendors to provide Miscellaneous Welding-Fabrication Services to include Heavy Duty Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services As-needed over a five-year period, for various City Departments, to include but not limited to Spokane Solid Waste Collections and Fleet Services.

1.1 There will be several contracts awarded from this ITB to enable the City of Spokane the flexibility to allocate requirements among awarded Vendors to prevent inundation, and to best meet City's needs in reducing turn-around time.

1.2 The total combined estimated five-year expenditure is $750,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a five-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted..

INSTRUCTIONS TO BIDDERS

2. **SUBMISSION OF BIDS.**
Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.

Sealed Bids will be opened at the 1:15 p.m. public bid opening via Teams meeting on **Monday, JUNE 15, 2026**, for On-Call Miscellaneous Welding-Fabrication Services Off-Site, To Include Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made. To participate in bid opening, please visit the City's website at https://my.spokanecity.org/administrative/purchasing/ for the link to attend virtually and/or the number to attend by telephone.

The City will not be liable for any costs incurred by the Bidder in preparation of a Bid submitted in response to this ITB, or any other activities related to responding to this this ITB.

This ITB does not obligate the City to contract for services specified herein.

The City also reserves the right to cancel or reissue the ITB in whole or in part, prior to final award of a contract.

All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.

3. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that it has read and understands the bidding documents.

4. **SUBSTITUTIONS.**

4.1 Bidder represents that its bid is based upon the specifications described in the bidding documents.

4.2 No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

4.3 If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

5. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

6. **WITHDRAWAL OF BIDS.**
The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of ninety (90) calendar days after the opening date.

7. **EVALUATION OF BIDS**
Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Contract.

8. **BIDDING ERRORS**
Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid.

9. **REJECTION OF BIDS**

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

10 **BIDDER PREQUALIFICATION.**

a. Prior to award of contract, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.
b. Vendor must be licensed to do business in the State of Washington.
c. Vendor's Weld-Fabrication Shop must be located within a 10 mile radius of the City of Spokane.

11. **AWARD OF CONTRACT(S).**

Any resulting Contract(s) shall be awarded by City Council, to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.

12. **MULTIPLE AWARDS**

More than one Contract to be awarded to enable City departments the flexibility to allocate requirements among awarded Vendors to prevent inundation, and to best meet City's needs in reducing turn-around time. Award of Contracts will be to the Bidders' whose Bids are most favorable to the City.

13. **EXECUTION OF CONTRACT**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor

14. **PAYMENT.**

Bidder acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

15. **INVOICING**

Invoices shall include the applicable department and type of services performed, detailed unit pricing per pricing section of contract. • Invoices shall list OPR #2026-XXXX. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the requested services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed.

a. Spokane Solid Waste Collection Department: rschoonover@spokanecity.org
b. Fleet Services Department: fleetservicesaccounting@spokanecity.org

15.1.1 Invoicing shall be itemized by:

15.1.1.1 Labor: Listing number of hours worked by hourly rate based, normal operating hours, outside of normal operating hours, or Holiday rate. Do not include sales tax in hourly rate. Labor charges that fall less than an hour or between hour marks will be billed in tenth of an hour increments. (i.e. 2 hours, 24 minutes = 2.4 hours). Do not include sales tax in hourly rate

15.1.1.2 Parts and Materials: Will be marked up based off of the Vendor's base costs before tax. Any invoice in which Vendor's markup percentage has been applied, the Vendor is required to state on the invoice the actual cost the Vendor had incurred prior to Vendor's markup percentage-above-cost being applied to equate to amount being invoice. Throughout the life of the contract, the City reserves the right to request copies of any invoices that the Vendor had received to verify Vendor's cost incurred, prior to Vendor's mark up being applied. No shipping/handling, fuel or other surcharges, added fees, or sales tax charged to the Vendor to purchase the materials will be added to the pre-markup amount.

15.1.1.3 Freight Cost: No fuel surcharges or additional shipping and handling fees for ordered parts will be permitted. All materials produced and delivered under the Contract shall be FOB Destination, Prepaid and Allowed.

15.1.1.4 Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.

16. **GUARANTEE.** The awarded Vendor guarantees all work, labor, and materials described in the specifications, including any authorized modifications thereto, for a period of one (1) year from the date of final acceptance of the work. If any unsatisfactory condition or defect develops within that time, the Vendor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. The Vendor shall remove or restore, without cost to the City, any work which may be found to be improper, imperfect or defective or fails to perform as specified.

17 **LIQUIDATED DAMAGES.** In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of $0.00 per working day until the work is satisfactorily completed.

18. **INSURANCE.**

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not

less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

Certificate of Insurance shall state Certificate Holder: City of Spokane, 808 W Spokane Falls Blvd Spokane, WA 99201.

19. **PERIOD OF PERFORMANCE.**

The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 1, 2026 and terminates on July 31, 2031, annual labor pricing adjustments will be considered on the anniversary of the award, implied "9-1-20XX", with justification. Contract shall not exceed five-years.

20. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (https://spokane.procureware.com) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

I. Click on **"Bids"** located on the left hand column.
II. Find the applicable project and click the **"Project Number"**.
III. Click on the **"Response"** tab.
IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
V. Once both the Questions information has been entered, the yellow **"Question Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
VI. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
VII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

SCOPE OF WORK

1. The awarded Vendor will be responsible for the furnishing of all labor, materials, parts, consumables, equipment, supervision, and other items of work and costs necessary for the proper execution and completion of the services described in bid and reference specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.

1.1 Definition: Shop is defined as – Individual or company whose Bid has been accepted by the City and is awarded a fully executed, written contract.

1.2 The Shop shall comply with all federal, state and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Authorities having jurisdiction include, but are not limited to: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); Washington State Department of Labor & Industries General Safety and Health Standards (WAC 296-24-217); National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc.

2. Awarded Vendor shall provide Miscellaneous Welding-Fabrication Services at Vendor's Shop, to include Heavy Duty Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Services As-needed over a five-year period, for various City Departments, to include but not limited to Spokane Solid Waste Collections and Fleet Services.

    a. All welding, cutting, brazing, and fabrication work performed on City fleet vehicles, equipment, trailers, apparatus, or related components under this contract shall be performed only by personnel possessing current certifications applicable to the type of repair, welding process, material, and component involved.

    b. Welder qualifications shall comply with the latest applicable standards of the American Welding Society (AWS), including but not limited to AWS D1.1 (Structural Steel), AWS D1.2 (Aluminum), AWS D1.3 (Sheet Steel), and AWS B2.1 (Procedure and Performance Qualification). Work involving frames, structural members, load-bearing components, safety-critical assemblies, or specialized apparatus shall additionally comply with applicable OEM repair procedures and all federal and state safety regulations.

    c. The Contractor shall maintain documentation of all applicable welder certifications and shall provide such documentation to the City upon request. The City reserves the right to reject repairs or fabricated components not performed in accordance with applicable certification standards or manufacturer requirements.

d. Shop will be dealing with widely varying repairs using many different materials.

e. Shop shall purchase materials and parts necessary to perform repairs.

f. All materials must be replaced with like and kind.

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

4. Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City.

5. City department when requesting service will advise Vendor if services to perform work outside of Vendor’s normal operating hours to meet City’s needs.

6. City would be responsible for transporting Vehicle(s) and Related Equipment in need of repair to Vendor’s Shop.

7. City would be responsible for picking up repaired Vehicle(s) and Related Equipment that has been repaired from Shop.

8. **PRICING:**

8.1 Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the Vendor or paid by the City as use tax.

8.2 Awarded Vendors shall receive a five-year unit priced contract, for a not to exceed amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing, and percentage markup.

8.3 Quantities are for reference only. The City cannot guarantee quantities. Actual quantities may be more or less.

8.4 Annual Quantities of Hours and Materials listed on “ITB 6566-26 Pricing Page” Attachment are estimates for bid evaluation purposes and not a guarantee of actual work needed. Quantities shall be bid on a more or less basis.

8.4.1 Bidder must complete ITB 6566-26 Pricing Page” and submit with its bid to be consider responsive.

8.5 LABOR: Labor rates will be firm for the first year after the contract commencement date. Annual Labor Pricing Adjustments will be considered on an annual basis thereafter.

8.5.1 The Vendor must request labor rate adjustments in writing with a minimum of thirty (30) day advance notice for the "anniversary date of award" Backup documentation, such as the Consumer Price Index (CPI) or other government data, must be included to help substantiate the Vendor's request. Price increase requests greater than normal Western Region CPI will not be considered. Pricing adjustments must be agreed upon by both parties.

8.5.2 Price adjustments must apply to all or broad classes of customers and shall in no way single out the City.

8.5.3 Retroactive price increase adjustments will not be considered.

8.5.4 Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Contract.

8.6 PARTS and MATERIALS: Vendor’s markup percentage above Vendor’s cost shall remain firm with no adjustments throughout the resulting five-contract.

ATTACHMENTS

ITB 6566-26 Bid Proposal - Pricing Pages (Pages 10 – 12)
Must Be Completed And Uploaded Into ProcureWare

Terms and Conditions (5-pages)
Located in the ‘Documents’ tab of the ProcureWare Bid

These Next Four Pages (10 - 12), Comprising Bid Proposal Must Be Completed Entirely And Uploaded Into ProcureWare.

BID PROPOSAL

PROJECT: # **ITB 6566-26**
On-Call Miscellaneous Welding-Fabrication Services Off-Site, To Include Hydraulic Cylinder Repair, and Machine Shop Services – As Needed Over Five-Year Period. Multiple Awards To Be Made.

QUANTITIES.
Are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term.

EVALUATION.
The following will be used for evaluation purposes: an annual estimated 800 normal operating labor hours, 50 outside normal operating hours, 16 labor hours at Holiday rate, and annual total markup cost on $75,000 for Material, Parts, and Consumables.

Comparative Purposes Only: Other Costs will not be included in the evaluation **unless** they appear to be significantly uncompetitive and could result in unnecessarily high cost to the City.

LABOR RATES.
Shall be firm throughout the first year of the contract period, August 1, 2026 through July 31, 2027. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties.

PERCENTAGE MARKUP.
The percentage “markup” will remain firm, with no adjustments, during the contract.

PAYMENT.
Awarded Vendors shall receive a five-year unit priced contract, August 1, 2026 through July 31, 2031, for a not-to- exceed annual amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing, and markup percentage.

SALE TAX.
The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should NOT be included in unit pricing. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.

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

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, parts, consumables, equipment, supervision, and other items of work and costs necessary for the proper for the proper execution and completion of the services described in bid and reference specifications. The bidder proposes to do the services at the following unit prices:

PERIOD OF PERFORMANCE.

August 1, 2026 Through July 31, 2031

Labor rates will be firm for first year after the contract period, August 1, 2026 through July 31, 2027, annual labor pricing adjustments will be considered on the anniversary of the award, implied “8-1-20XX”, with justification. Contract shall not exceed five-years.

Vendor To Define What Constitutes "Normal Operating Hours"	Monday - Friday 7:00am - 3:30pm
Vendor To Define What Constitutes Outside-Normal Operating Hours"	Monday - Friday 3:31pm - 6:59am Saturday & Sunday All Day
Vendor To Define What Constitutes Holiday Hours"	New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day & New Years Eve

DESCRIPTION	ANNUAL ESTIMATED HOURS	HOURLY RATE	EXTENDED TOTAL
NORMAL BUINESS HOURS: Shop's Standard Hourly Rate To Perform Welding, Hydraulic Cylinder Repairs, or Machine Shop Services During Normal Hours of Operation.	**800**	$ 130.00	$10,400.00
OUTIDE NORMAL BUSINESS HOURS, NOT INCLUDING HOLIDAYS: Shop's Hourly Rate To Perform Welding, Hydraulic Cylinder Repairs, or Machine Shop Services Outside Normal Business Hours of Operation, Not Including Holidays.	**50**	$195.00	$9750.00
HOLIDAY: Shop's Hourly Rate To Perform Welding, Hydraulic Cylinder Repairs, or Machine Shop Services During Holidays.	**16**	$260.00	$4160.00

MATERIALS, PARTS, CONSUMABLES			
Materials, Parts, and Consumables will be charged at a set percentage "markup" over the Shop's base cost of materials, parts, and consumables purchased from their Suppliers. The percentage "markup" will remain firm, with no adjustments, during the contract and/or any contract renewals. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount	**Estimated annual cost of materials, parts, and consumables is $75,000.00 plus _____ %**	**Enter Percentage Markup Here:**	25 %

List any other costs that may be incurrent that are not listed above. If not listed, will not be allowed later.

Description of Cost & Frequency Cost Could Be Incurred	Cost

Enter Vendor's Name and the Individual's Name, Email, and Phone Number submitting this bid response:

VENDOR NAME	Industrial Welding Co., Inc.
NAME & SIGNATURE	Ronda Jordan *Ronda Jordan*
EMAIL	industrialweldingaccounts@comcast.net
PHONE NUMBER	509-534-0625

ITB 6566-26 Submittal Letter

May 13, 2026

Purchasing
City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

Dear Purchasing

Enclosed is Industrial Welding's response to City of Spokane Request for proposal number ITB 6566-26, issued May 12, 2026 for miscellaneous welding fabrication services, to include hydraulic cylinder repair & machine shop services as needed.

The legal status of Industrial Welding Co., Inc. is a S Corporation. We currently operate out of our shop located at 1203 N. Greene St, Spokane WA 99202.

Industrial Welding Co., Inc agrees to be bound by all of the provisions of this proposal, as submitted, for a period of first year of contract period.

Sincerely,

Stacey Jordan
industrialwelding@comcast.net
1203 N. Greene St.
Spokane WA 99202
509-534-0625 Phone
509-534-0628 Fax

ITB 6566-26 Management Proposal

May 13, 2026

Staff Qualifications - Our company has state certified welders. We have machinists, fabricators & mechanics with over 30 years on the job.

Company qualifications / Expertise - Industrial Welding Co., Inc. has 56 years of experience repairing all heavy equipment. Our company has preformed many repairs & new fabrication jobs for the city, state & county. We have also done many jobs for dealers such as Caterpillar, Link-Belt, Triad, John Deere & Case. We do work for Fairchild Airforce Base. Industrial Welding Co., Inc. repairs boom trucks, lattice booms, cranes, dump trucks, loaders, graders, rail road equipment for BNSF & U.P. We build compactor wheels, crushing equipment, trailers, roll off equipment. We work on all makes/models of forklifts. We also have a fully equipped machine shop & repair hydraulic cylinder.

ITB 6566-26 Technical Proposal

May 13, 2026

Project Approach -

Evaluate damaged or worn material. Evaluate structural damage caused by lack of maintenance or inspection of said unit. Repair as required **satisfactory by Industrial Welding** for safety & liability issues. Industrial Welding Co., Inc. reserves the right to refuse to repair equipment that is to far damaged and would cause possible safety & liability issues for both parties involved.

Work plan example- Industrial Welding Co., Inc has rebuilt floors/pack blades on many Wayne garbage trucks, Labre recycle trucks over the last 10-year period. We have also repaired a couple of the Scorpion trucks recently purchased by the city. The city **must** remove working parts and thoroughly clean areas to be rebuilt prior to the unit being brought to our facility. Industrial Welding Co., Inc has supplied the material such as wear plate equal to or better than factory. Industrial Welding will not patch or partially repair if the repair will cause further damage to the unit.

Client#: 1925769 INDUSWEL5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jordynn Crouse	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Jordynn.Crouse@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Compa	15377
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Industrial Welding Co Inc
1203 N Greene
Spokane, WA 99202-4404

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CPP105107317	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CPP104741415	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			UMB100842215	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Equipment Dealers			CPP105109415	12/31/2025	12/31/2026	$1,000,000 / $2,500 ded	

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

RE: Miscellaneous Welding-Fabrication Services at Vendors Shop, To Include HD Vehicle Component Repair, Hydraulic Cylinder Repair, and Machine Shop Servies - As Needed Over Five Year Period.
the General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Spokane, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. 30 days Notice of Cancellation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

Applies.
Umbrella Self Insured Retention: $10,000

License Information:

New search Back to results

Entity name: INDUSTRIAL WELDING COMPANY, INC.

Business name: INDUSTRIAL WELDING COMPANY, INC.

Entity type: Profit Corporation

UBI #: 328-041-486

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1203 N GREENE ST
SPOKANE WA 99202-4404

Mailing address: 1203 N GREENE ST
SPOKANE WA 99202-4404

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
Minor Work Permit	qa			Active	Mar-31-2027	Aug-01-1994
Spokane General Business	T12016398BUS			Active	Mar-31-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JORDAN, RONDA	
JORDAN, STACEY	

The Business Lookup information is updated nightly. Search date and time: 6/17/2026 9:58:56 AM

Agenda Sheet for City Council: **Committee:** PIES **Date:** 07/14/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 07/29/2026		**Date Rec'd**	7/7/2026
		Clerk's File #	OPR 2026-0652
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	RFQ 6539-26
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 – ENGINEERING DESIGN ON CALL SUPPORT SERVICES FOR UPRIVER DAM		

Agenda Wording

The city requires an engineering firm with expertise in structural and mechanical engineering for on-call services at Upriver Dam. This item is for contracting with a consultant to assist with engineering needs at the dam.

Summary (Background)

Water & Hydroelectric Services is requesting Black and Veatch Corporation to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement.

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.

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 operating budget.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$ 150,000.00
Subsequent Year(s) Cost	$ 150,000.00

Narrative

The consultant's fee schedule was reviewed by multiple levels of city employees and found to be at a reasonable cost to the city.

Amount		Budget Account
Expense	$ 300,000.00	# 4100-42460-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42460-34148-54201-99999

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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City Clerk's OPR 2026-0652

City of Spokane

CONSULTANT AGREEMENT

Title: 2026-2028 ON CALL ENGINEERING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BLACK & VEATCH CORPORATION**, whose address is 11401 Lamar Avenue, Overland Park, Kansas 66211 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for 2026-2028 On-Call Engineering Services; and

WHEREAS, the Consultant was selected through a RFQu 6539-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 1, 2026, and ends on June 30, 2028, unless amended by written agreement or terminated earlier under the provisions

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the City's RFQu and Consultant's Proposal dated May 3, 2026 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.
Total annual compensation for Consultant's services under this On-Call Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, plus tax, if applicable, in accordance with the Rate Sheet attached as Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

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

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of $1,000,000 each claim and in the annual aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services promptly upon written notification by the City provided, it occurs during the one year period following completion of the Consultant's services, and it is shown there is an error in the services caused by the Consultant's failure to meet the foregoing standard of care. Consultant shall re-perform at no additional cost to the City, such services within the original scope of services as may be necessary to remedy such error. Re-performed services shall be warranted for an additional year, not to exceed two years from completion of the original services. These obligations and representations are the Consultant's sole warranty and guarantee obligations and the City's exclusive remedy with respect to quality of the services. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in

the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior

governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

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

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for

construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

26. REPRESENTATIONS AND REMEDIES

Consultant makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth in this Agreement and any Task Assignments. The parties' rights, liabilities, responsibilities, and remedies with respect to Consultant 's services shall be exclusively those expressly set forth in this Agreement or in a Task Assignment and are in lieu of any others available at law or otherwise.

27. WAIVER OF DAMAGES

Notwithstanding any provision in this Agreement or a Task Assignment to the contrary, and to the fullest extent permitted by law, Consultant (including any of its related or affiliated companies) shall not be liable to City and City expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of Consultant 's services whether arising under breach of contract, warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

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

BLACK & VEATCH CORPORATION	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated May 4, 2026

Exhibit C – Rate Sheet

26-157a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT C

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	8/7/2026
Clerk's File #	OPR 2026-0709
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	KERI 6577
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE SDIXIT
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	AUTHORIZATION OF EMERGENCY CONTRACT WITH BLESSINGS & BEYOND FOR

Agenda Wording

Authorization of emergency contract with Blessings & Beyond for Spokane Complex Fire shelter meal services . City's Housing and Homeless Services recommends authorizing a contract with Blessings & Beyond to provide three meals per day for up to 450 shelter residents, at a rate of $25 per person per day plus a 15% administrative fee, for a daily not-to-exceed cost of $12,937.50.

Summary (Background)

Following the Spokane Complex Fire emergency declaration and establishment of an emergency evacuation shelter at the convention center, the City's Housing and Homeless Services recommends authorizing a contract with Blessings & Beyond to provide three meals per day for up to 450 shelter residents, at a rate of $25 per person per day plus a 15% administrative fee, for a daily not-to-exceed cost of $12,937.50. The initial phase of meal service is one week (8/3/26 - 8/10/26). Continuation beyond this will be evaluated based on ongoing shelter needs and the status of the emergency declaration, and would require separate authorization if extended. Contract is exempt from competitive solicitation via emergency declaration EO 2026-0004

What impacts would the proposal have on historically excluded communities?

N/A. Shelter residents are evacuees displaced by the fire emergency, not a population selected on demographic characteristics. Meal service is provided uniformly to all residents regardless of race, ethnicity, income, or other status.

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. As an emergency, short-term (approx. one week) meal service contract, this proposal does not include demographic data collection or disparity analysis.

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

Effectiveness will be monitored through daily meal count verification against invoiced amounts and shelter staff verification that resident needs are being met. Given the emergency, short-duration nature of the contract, this is an operational check rather than a formal evaluation framework.

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 proposal is an emergency procurement authorized under the fire-related emergency declaration to meet an immediate, time-limited need. It aligns with the City's emergency declaration authority and general obligation to protect the health and safety of displaced residents.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 90562.50
Current Year Cost	$ 90562.50
Subsequent Year(s) Cost	$

Narrative

Actual costs will be based on documented daily meal counts, billed against the not-to-exceed daily rate. Any extension of services beyond phase 1 (8/3/26 - 8/10/26) will require additional council authorization and will carry its own fiscal impact assessm

Amount		Budget Account
Expense	$ 90562.50	# 1330-94005-65410-54201-54921
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

This contract is funded through the City's Miscellaneous Grants (1330). Continuation beyond the current contract term is contingent on future budget appropriation by Council as part of the annual budget process.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based Miscellaneous Grants (1330) contract with no revenue-generating component and no match requirement

Approvals		Additional Approvals	
Dept Head	KINDER, DAWN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	YATES, MAGGIE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0709

1. GRANTEE BLESSINGS UNDER THE BRIDGE 728 N HOGAN ST SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** BLESSINGS AND BEYOND 728 N HOGAN ST SPOKANE, WA 99202	
3. GRANTEE PROGRAM REPRESENTATIVE JESSICA KOVAC 728 N HOGAN ST SPOKANE, WA 99202 (509)294-7265 JESSICA@BLESSINGSANDBEYOND.ORG		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM MANAGER 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JESSICA KOVAC 728 N HOGAN ST SPOKANE, WA 99202 (509)294-7265 JESSICA@BLESSINGSANDBEYOND.ORG		**6. CITY SIGNATORY** LISA BROWN, MAYOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6250 MAYOR@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $90,562.50 **8. AMENDMENT AMOUNT** N/A	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 08/03/26	**11. END DATE** 08/10/26
12. LOCAL AGENCY CITY OF SPOKANE		**13. LOCAL PROGRAM** MISCELLANEOUS SERVICES GRANT	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $90,562.50	**16. TOTAL LOCAL AWARD** N/A	**17. LOCAL AWARD DATE** N/A
18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** N/A	
21. EIN # 26-1620304	**22. UEI #** CAFFPMHEZKC6	**23. UBI #** 603-040-080	**24. FMS VENDOR #** 045794	**25. PROJECT ID #** N/A
26. AGREEMENT PURPOSE FUNDING FOR EMERGENCY DECLARATION MEALS			

CITY OF SPOKANE

AGREEMENT

Title: EMERGENCY DECLARATION MEALS

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **BLESSINGS UNDER THE BRIDGE dba BLESSINGS AND BEYOND** whose address is 728 N HOGAN ST, SPOKANE, WA 99202 as ("GRANTEE"), individually hereafter referenced as a “PARTY”, and together as the “PARTIES”.

WHEREAS, under RCW 38.52.070(2), the Washington Emergency Management Act, as well as Chapter 02.04 SMC and SMC Sec. 07.06.180, the Mayor has the power to enter into emergency procurement contracts and incur obligations necessary to protect the health and safety of persons and property, and to provide emergency assistance to the victims of such disaster, and may do so expeditiously without regard to budget law limitations requiring prior Council approval; and

WHEREAS, in response to the emergency conditions created by the Old Trails Fire and the need to facilitate the timely delivery of emergency response, recovery, and community assistance services, the Mayor issued Executive Order No. 2026-0004, effective August 1, 2026, authorizing the CITY to enter into contracts necessary to support emergency response and recovery efforts without prior approval of the Spokane City Council; and

WHEREAS, more than 400 evacuees have availed themselves of emergency shelter at the Spokane Convention Center and require food as well as temporary shelter;

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

1. GENERAL TERMS.

1.1. PURPOSE/PERFORMANCE.

1.1.1. PERFORMANCE.

This contract, authorized under the fire-related emergency declaration, engages Blessings and Beyond to provide meals to evacuees at the Spokane Convention Center, beginning August 3, 2026.

Blessings and Beyond will provide three meals per day for up to 450 individuals at a rate of $25 per person per day, plus a 15% administrative fee, for a daily cost not to exceed $12,937.50. The initial phase of this contract is anticipated to

cover one week of meal service from 8/3/2026 - 8/10/2026, with potential extension based on continued evacuation shelter operations and emergency declaration status.

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

1.2. TERM.
The term of this AGREEMENT begins on August 3, 2026, and shall run through August 10, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. FINANCIAL TERMS.

2.1. COMPENSATION & BUDGET.
Total compensation for GRANTEE's services under this AGREEMENT shall be a maximum amount not to exceed **NINETY THOUSAND FIND HUNDRED SIXTY-TWO AND 50/100 DOLLARS** (**$90,562.50**), and applicable taxes, unless modified by a written amendment to this AGREEMENT. This is the maximum amount to be paid under this AGREEMENT for the work described in SECTION 1.1.1.,and shall not be exceeded without the prior written authorization of the CITY in the form of an executed amendment to this AGREEMENT. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

Category	Unit Cost	Count	Total
Meals (per person/day)	$ 25.00	450	$ 11,250.00
Administrative Fee (15%)			$ 1,687.50
Daily Cost			$ 12,937.50
Total 8/3/2026 - 8/10/2026			**$ 90,562.50**

2.2. REQUESTS FOR REIMBURSEMENT.
The GRANTEE shall submit complete and accurate requests for reimbursement, together with all required supporting documentation, to:

Keri Cederquist, Program Manager
kcederquist@spokanecity.org

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete draw requests that are submitted in accordance with the requirements of this AGREEMENT and any applicable CITY reimbursement procedures.

Only allowable costs that are directly related to the performance of this AGREEMENT and incurred during the approved period of performance shall be eligible for reimbursement. The CITY reserves the right to deny reimbursement for any costs that are unallowable, inadequately documented, outside the scope of this AGREEMENT, or

otherwise not in compliance with the terms and conditions of this AGREEMENT.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the Draw Request function in the GRANTEE's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted and your CITY Project Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

2.3. PAYMENT.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law.

2.3.1. DISALLOWED COSTS.

If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

2.3.2. REPAYMENT.

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

The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the AGREEMENT will be subject to cancellation by the CITY.

2.3.3. FUNDING AVAILABILITY.

The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

2.3.4. WITHHOLDING PAYMENTS.

The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this AGREEMENT.

2.4. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this AGREEMENT, the GRANTEE shall report program income monthly on invoices submitted to CITY. By way of further limitations, the GRANTEE may use such income during the AGREEMENT period for activities permitted under this AGREEMENT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the AGREEMENT period.

2.5. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Project Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

3. PROGRAM & CLIENT REQUIREMENTS.

3.1. COMPLIANCE WITH LAWS & PROGRAM REQUIREMENTS.

Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

3.2. CLIENT DATA & ELIGIBILITY.

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

3.3. CONFIDENTIALITY & DISCLOSURE.

3.3.1. DEFINITIONS.

Confidential Information: All material produced by the GRANTEE that is designated as "confidential" by CITY as well as all personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law.

Personal Information: Includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.3.1.1. DISCLOSURE OF CONFIDENTIAL INFORMATION.

The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever

CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

3.3.1.2. FAMILY VIOLENCE CONFIDENTIALITY PROVISIONS.
The GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

The GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

3.3.1.3. UNAUTHORIZED USE OR DISCLOSURE.
The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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

4. ADMINISTRATIVE & OPERATIONAL REQUIREMENTS.

4.1. RECORDS AND RETENTION.

4.1.1. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the PROGRAM and activities to be funded under this AGREEMENT to properly and thoroughly document PROGRAM compliance.

4.1.2. RECORD RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this AGREEMENT for a period of at least six (6) years or as determined by ATTACHMENT - SCOPE OF WORK. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that

involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

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

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

4.2.1. FEDERAL AUDIT THRESHOLDS.
If this AGREEMENT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

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

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Project Representative (designated on the FACE SHEET of this AGREEMENT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Project Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

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

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

4.3. MONITORING & ACCESS.

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this AGREEMENT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, AGREEMENT suspension or termination procedures will be initiated.

5. CITY OF SPOKANE STANDARD PROVISIONS.

5.1. ASSIGNMENT & SUBCONTRACTING.

5.1.1. ASSIGNMENTS

This AGREEMENT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

5.1.2. SUBCONTRACTING.

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

5.2. AMENDMENTS.

5.2.1. BUDGET AMENDMENT RULES.

The CITY and GRANTEE may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the CITY or GRANTEE from its obligations under this AGREEMENT. All amendments to this AGREEMENT must be requested in writing by the GRANTEE using AMENDMENT REQUEST FORM and shall be submitted to the CITY's Project Representative at least ninety (90) days prior to the end date of this AGREEMENT as listed on the FACE SHEET.

Requests submitted within the final ninety days of the period of performance of this AGREEMENT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

During an AMENDMENT, ALL pending invoice reimbursements will be paused.

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

5.2.2. RISK LEVEL.

No more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

6. NOTICES.

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

Communication and details concerning this AGREEMENT shall be directed to the Project Representative as identified on the FACE SHEET.

6.1. BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or (360)705-6741 to obtain a business registration. If the GRANTEE 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.

6.2. SPECIAL CONDITIONS.

6.2.1. MEETING INFORMATION.

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

6.2.2. KEY PERSONNEL CHANGE.

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

6.2.3. COMMUNICATIONS.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each

other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight (48) hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this AGREEMENT. The GRANTEE Further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.

7. ETHICS, LEGAL, & RISK.

7.1. 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 AGREEMENT shall have or acquire any interest in the AGREEMENT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this AGREEMENT.

7.2. DEBARMENT & SUSPENSION.

The GRANTEE has provided its certification that it is in compliance with and shall not AGREEMENT 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.

7.3. NONDISCRIMATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this AGREEMENT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE 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 GRANTEE.

7.4. INSURANCE.

During the term of the AGREEMENT, the GRANTEE shall maintain in force at its own expense, the insurance coverages listed below. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY.

As evidence of the insurance coverage(s) required by this AGREEMENT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed AGREEMENT. The certificate shall specify the City of Spokane as “Additional Insured” specifically for GRANTEE’s services under this AGREEMENT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

The GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

7.4.1. WORKER'S COMPENSATION INSURANCE.
Must be in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

7.4.2. GENERAL LIABILITY INSURANCE.
On an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this AGREEMENT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the GRANTEE's services to be provided under this AGREEMENT;

7.4.2.1. SUPPLEMENTARY UMBRELLA INSURANCE.
Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this AGREEMENT.

7.4.3. AUTOMOBILE LIABILITY INSURANCE.
With a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

8. TERMINATION & DISPUTES.

8.1. TERMINATION.
Either party may terminate this AGREEMENT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the GRANTEE for all

work previously authorized and performed prior to the termination date. The CITY may suspend or terminate this AGREEMENT if the GRANTEE materially fails to comply with any terms of this AGREEMENT

8.1.1. FOR CAUSE.

Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; or

Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this AGREEMENT; or

Ineffective or improper use of funds provided under this AGREEMENT; or

Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

8.1.2. FOR CONVENIENCE.

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

8.2. DISPUTES & GOVERNING LAW.

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

9. MISCELLANEOUS.

9.1. SEVERABILITY.

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

9.2. WAIVER.

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

9.3. SECTION HEADINGS.

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

9.4. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire AGREEMENT between the CITY and the GRANTEE for the use of funds received under this AGREEMENT, and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this AGREEMENT.

10. CLOSEOUT.

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

11. COUNCIL RATIFICATION REQUIRED.

Pursuant to SMC 7.60.180, this AREEMENT shall be presented to the City Council for ratification through a resolution. If the Council votes against ratification of this AGREEMENT, it shall become void and GRANTEE shall be paid for actual costs incurred for performance of the contract through the date of the Council's vote.

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

GRANTEE	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this AGREEMENT:

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

ATTACHMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Recipient / 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 Agreement 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 Agreement 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this Agreement 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 Agreement 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 Agreement 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 Agreement, such Contractor shall attach an explanation to this Agreement.

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

	HUMAN SERVICES GRANT (HSG)
Name of Recipient / 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)

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/17/2026		
Clerk's File #	OPR 2024-0835		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	CR28792
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - BRYAN CAVE LEIGHTON		

Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, St. Louis, MO. for Legal Services in the matter of Currie v. City of Spokane. This amendment will increase the contract by $100,000 for a total of $250,000.

Summary (Background)

This is a lawsuit against the City alleging constitutional violations of the rights of unhoused individuals pursuant to several SMC sections. The SMC sections have been amended at this time, but the litigation continues.

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

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 100,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 100,000	**#** 0020-88100-18900-54105-9999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

randall.thomsen@bclplaw.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	deigler@spokanecity.org
rhulvey@spokanecity.org	ywang@spokanecity.org

City Clerk's No. OPR 2024-0835

City of Spokane

CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRYAN CAVE LEIGHTON PAISNER LLP.**, whose address is 211 North Broadway, Suite 3600, Saint Louis, Missouri 63102-2726, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of **Currie, et. al., v. City of Spokane, et. al.,** Spokane County Superior Court Cause No. 24-2-03708-32, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated September 20, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)**.

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

BRYAN CAVE LEIGHTON PAISNER LLP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-193a

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 17, 2026

Limited Liability Partnership

Unified Business ID #: 605176443
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PHILIP WRIGHT

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryder
Director, Department of Revenue

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UBI: 605176443 001 0001

Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryder
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

DATE (MM/DD/YYYY): 5/19/2026

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1450328 BRYAN CAVE LEIGHTON PAISNER LLP 211 N BROADWAY #3600 ONE METROPOLITAN SQUARE SAINT LOUIS MO 63102	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Chubb National Insurance Company — 10052 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21809643 **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X HOST LIQUOR LIAB. X $1M EBL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	N	3598-7725	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	7358-1424	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	7989-1921	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE SIR	$ 25,000,000 $ 25,000,000 $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	7175-5475	5/1/2026	5/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CITY OF SPOKANE IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

21809643
City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201-3326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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ALAS
Attorneys' Liability Assurance Society

December 29, 2025

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
St. Louis, MO 63102-2750

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2026 with limits of liability not less than $25,000,000 per claim and $25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy Date: 12/29/2025
Nancy J. Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
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alas.com

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/17/2026
Clerk's File #	OPR 2024-0021
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID VIA CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	MICHAEL 6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - EVANS, CRAVEN & LACKIE, P.S.

Agenda Wording

Outside Counsel Amendment with the Firm of Evans, Craven & Lackie, P.S., Spokane, WA for legal services and advice to the City regarding the matter of the WALL STREET APARTMENTS, ET. AL., v. CITY OF SPOKANE, ET. AL. This amendment will increase the contract by $25,000 for a total contract amount of $75,000.

Summary (Background)

The lawsuit is based on the prior owner having substandard condition in an apartment building which caused the Building Official and Fire Department to issue a do not occupy order. The tenants of the apartment building had to relocate to other locations. The prior owner has raised various legal challenges in both state and federal court.

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

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 100,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 25,000.00	**#** Risk - Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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shenry@spokanecity.org	

City Clerk's No. OPR 2024-0021

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **JAMES B. KING and EVANS CRAVEN & LACKIE, P.S.,** whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of WALL STREET APARTMENTS, ET. AL., v. CITY OF SPOKANE, ET. AL., United States District Court, Eastern District of Washington Cause No. 2.23-CV-00262-TOR; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated January 8, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**.

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

EVANS CRAVEN & LACKIE, P.S.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

16-191

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Professional Service Corporation

Unified Business ID #: 600288025
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12015116BUS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: ANSWERING PHONES, FILING PAPERS

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 600288025 001 0001

Expires: Mar 31, 2027

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T12015116BUS - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2026

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).

PRODUCER	CONTACT NAME:	
Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Evans, Craven & Lackie Ps
818 W Riverside Ave Ste 250
Spokane WA 99201

COVERAGES **CERTIFICATE NUMBER:** 0409626125 **REVISION NUMBER:** 2016-03

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X		BZS60237410	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS60237410	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BZS60237410 - Stop Gap	07/01/2026	07/01/2027	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

See Additional Remarks

CERTIFICATE HOLDER
City of Spokane
808 W. Spokane Falls Blvd
Spokane WA 99201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Curtis Luken

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AGENCY CUSTOMER ID: 60237410

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Liberty Mutual Insurance	Evans, Craven & Lackie Ps 818 W Riverside Ave Ste 250 Spokane WA 99201
POLICY NUMBER	
BZS60237410	
CARRIER / **NAIC CODE**	
Ohio Security Insurance Company / 24082	**EFFECTIVE DATE:** 07/01/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 0025 **FORM TITLE:** 2016-03

Certificate Holder is Additional Insured if required by written contract or written agreement, subject to Businessowners Liability Extension, Blanket Additional Insured Provision. Ongoing Operations Coverage applies. Per Project General Aggregate limit applies. Per Location General Aggregate limit applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

SECTION	SUBJECT
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The $250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a $3,000 limit.

2. The $250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a $500 limit.

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B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

(1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

(1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

(2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

a. Currently in effect or becoming effective during the term of this policy; and

b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

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2. The insurance afforded to the additional insured is limited as follows:

a. The person or organization is only an additional insured with respect to liability arising out of:

(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and

(2) Caused in whole or in part by your ongoing operations performed for that insured.

b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

c. The insurance afforded to the additional insured does not apply to:

(1) Liability arising out of the sole negligence of the additional insured;

(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or

(4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;

2. Section **A.1. Business Liability** does not apply to:

a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and

b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

3. Records and descriptions of operations must be maintained by the first Named Insured.

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No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

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f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

b. Malicious prosecution or abuse of process;

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P.O. Box 9169, Missoula, MT 59807-9169
(800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416
www.alpsinsurance.com

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

DATE: 07/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

NAMED INSURED:	CERTIFICATE HOLDER:
Evans, Craven & Lackie, P.S. 818 W. Riverside Avenue, Suite 250 Spokane, WA 99201-0910	City of Spokane Attn: Shiela Hanson 808 W. Spokane Falls Blvd. Spokane, WA 99201

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE ALPS WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ALPS, ITS AGENTS OR REPRESENTATIVES COVERAGES.

THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE COVERAGE DATE	LIMIT OF LIABILITY
LAWYERS PROFESSIONAL LIABILITY CLAIMS MADE	ALPS20554- 10	07/17/2026	07/17/2027	07/17/1978	EACH CLAIM $6,000,000 AGGREGATE $6,000,000

DEDUCTIBLE:

EACH CLAIM $25,000

THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE AND THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.

ENDORSEMENTS LISTED ON THE DECLARATION AT INCEPTION:

Excluded Entity(s)

LAW OFFICE LOCATED: 818 W. Riverside Avenue, Suite 250
Spokane, WA 99201-0910

P.O. Box 9169, Missoula, MT 59807-9169
(800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416
www.alpsinsurance.com

AUTHORIZED REPRESENTATIVE
ALPS PROPERTY & CASUALTY INSURANCE COMPANY

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/17/2026		
Clerk's File #	OPR 2025-0210		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - KEATING, BUCKLIN &		

Agenda Wording

Outside Counsel Amendment with Keating, Bucklin & McCormack, Inc., Seattle, WA, for Legal Services in the matter of Estate of Kerry Jones-Hilburg v. City of Spokane. This amendment will increase the contract by $100,000 for a total of $150,000.

Summary (Background)

This is a lawsuit alleging excessive use of force regarding SPD's attempted apprehension of Kerry Jones Hilberg in which ultimately lethal force was used. The matter has been filed in Federal Court. The parties are proceeding with discovery.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 100,000.00	# Risk - Claims
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	SCHOEDEL, ELIZABETH	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2025-0210

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **Estate of Kerry Jones-Hilburg v. City of Spokane**, and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated February 26, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on July 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

KEATING, BUCKLIN & MCCORMACK, INC., P.S.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-192

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 02, 2026

Professional Service Corporation

Unified Business ID #: 600221771
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 600221771 001 0001

Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

KEATBUC-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2026

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).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit Insurance Company	41840
INSURER B : Continental Casualty Company	20443
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Keating Bucklin & McCormack Inc. PS
1201 3rd Avenue Ste 1580
Seattle, WA 98101

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		Z22J112212	8/10/2025	8/10/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			Z22J112212	8/10/2025	8/10/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Auto PD / X $500 Deductible						Hired Auto PD	$ 50,000
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Z22J112212	8/10/2025	8/10/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		Z22J112212	8/10/2025	8/10/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Professional Liab			5096714502	8/10/2025	8/10/2026	Each Claim/Aggregate	7,000,000
C	Excess Prof Liab			MKLV5XLA000615	8/10/2025	8/10/2026	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is included as an additional insured under the general liability per form 822-0001 08 25 attached.

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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d. Mortgagee, Assignee, or Receiver	**4**
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f. Lessor of Leased Equipment	**4**
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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

1. SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.

2. However, the insurance afforded to such Additional Insured described below:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.

d. Will not be broader than coverage provided to any other insured.

e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

f. Does not apply to any person or organization included as an insured by

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another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:

a. Required by the applicable written contract, agreement or permit, if any; or

b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED**:

a. Broad Form Vendors

(1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) “Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained within the exclusion in paragraphs **(d)** or **(f)** above; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

(j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

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Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any “occurrence” that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in the premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory**, **4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

a. Premises you own, rent, lease or occupy;

b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;

c. “Your work” included in the “products-completed operations hazard”, but only if:

(1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and

(2) This Coverage Part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

2. The insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.

d. Does not apply if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of sole negligence of the additional insured.

e. Will not be broader than coverage provided to any other insured.

f. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", “property damage", or "personal and advertising injury".

h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

i. Does not apply to any lessor of equipment after the equipment lease expires.

j. Does not apply to any:

(1) Owners or other interests from whom land has been leased if the “occurrence” takes place or the offense is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

(a) The “occurrence” takes place or the offense is committed after you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

k. Does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph **1.** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph **1.** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, paragraph **(2)** is replaced by the following:

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(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE**, **2.** General Aggregate Limit; and

b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE**, **5.** Each Occurrence Limit.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, **b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. **SECTION V – DEFINITIONS**, **9.** "Insured contract", paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS**, **A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions**, **e. Contractual Liability** is deleted.

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2. **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

   b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury":

   "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured;

   (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

   (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

   1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **n. Recall of Products, Work or Impaired Property** is replaced by the following:

   n. Recall of Products, Work or Impaired Property

   Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

   (1) "Your product";

   (2) "Your work"; or

   (3) "Impaired property";

   if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

   However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

   (4) Failure of any products to accomplish their intended purpose;

   (5) Breach of warranties of fitness, quality, durability or performance;

   (6) Loss of customer approval, or any cost incurred to regain customer approval;

   (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

   (8) Caprice or whim of the insured;

   (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

   (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

   (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.**:

   "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

   Product Recall Expense Limits of Insurance

   a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

   (1) Insureds;

   (2) "Covered Recalls" initiated; or

   (3) Number of "your products" withdrawn or recalled**.**

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b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence**, **Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

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disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

6. This Product Recall Expense Coverage does not apply:

a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

2. Insured Employee Extension

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

3. Who is an Insured – Subsidiaries

The following is added to **SECTION II – WHO IS AN INSURED**:

Subsidiaries

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

c. Before you maintained an ownership interest or more than 50% in such subsidiary; or

d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"Location" means premises involving the same or connecting lots, or premises whose connection is

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interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **a.**:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, **COVERAGE C – MEDICAL PAYMENTS**, **1. Insuring Agreement**, paragraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY**, **2. Exclusions**:

Access Or Disclosure Of Confidential Or Personal Material Or Information

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Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

(1) Patents, trade secrets, processing methods, customer lists;

(2) Financial information, credit card information;

(3) Health information, biometric information; or

(4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information.

Aircraft Products, Grounding and Testing

(1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

(a) “Aircraft products” or reliance upon any representation or warranty made with such product;

(b) The “grounding” of any aircraft; or

(c) The “testing” of any aircraft.

(2) For purposes of this Exclusion, the following definitions apply:

(a) “Aircraft Products” means:

(i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;

(ii) Aircraft and any ground support or control equipment used in connection therewith;

(iii) Any product provided by the insured and installed or used in connection with any aircraft;

(iv) Any tooling used in respect to any aircraft;

(v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;

(vi) Any advice, service or labor supplied with any aircraft; or

(vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

(b) “Grounding” means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

(i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

(ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

“Grounding” shall be deemed to commence on the date of an “occurrence” which discloses the necessity of “grounding” or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

(c) “Testing” means examination, observation, evaluation or measuring of the performance of “aircraft products”, while either in the air or on the ground.

Cyber Content Incident

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a “cyber content incident”.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident”.

Cyber Incident Exclusion

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident”.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

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(1) By any insured; or

(2) On behalf of any insured; or

(3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

(4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;

(5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(6) Supervisory, inspection or engineering services;

(7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;

(8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Services in the practice of pharmacy;

(11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

(a) The use of another's advertising idea in your "advertisement"; or

(b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

(2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

(2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph **(1)** above, including but

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not limited to the European Union's General Data Protection Regulation.

B. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS**, **2. Exclusions**:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

(a) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(b) "Hazardous properties" include radioactive, toxic or explosive properties;

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

(ii) Any equipment or device designed or used for:

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(e) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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(f) "Property damage" includes all forms of radioactive contamination of property.

(g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(j) "Waste" means any waste material:

(i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs **(i)** and **(ii)** of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **g. Aircraft, Auto or Watercraft** is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than “unmanned-aircraft”) or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(ii) The operation of any of the following machinery or equipment:

1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(f) An aircraft (other than “unmanned aircraft”) that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, **3.** "Bodily injury", **16.** "Products – completed operations hazard", and **17.** "Property damage" are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury”.

16. "Products – completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

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(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION VI – ADDITIONAL DEFINITIONS

A. **T**he following definitions are added to **SECTION V – DEFINITIONS**:

1. "Cyber content” means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured’s system, including through email or an insured’s internet website.

2. “Cyber content incident” means the alleged or actual unintentional and unauthorized:

a. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

b. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

c. Invasion or interference with the right of publicity including name, persona, voice or likeness; or

d. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

3. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system;

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or

d. Alleged or actual unintentional and unauthorized:

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(1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

(2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

(3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or

(4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/22/2026		
Clerk's File #	OPR 2025-0520		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH 6232	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT- BRENDAN WINSLOW-NASON /		

Agenda Wording

Amendment to contract with Brendan Winslow-Nason and John Cadagan with the Law Firm Gordon Tilden Thomas & Cordell, LLP., Seattle, Washington for services in the litigation matter Insurance Company of the State of Pennsylvania v. City of Spokane. Increase of $75,000.00 for a total contract amount of $275,000.00.

Summary (Background)

The City entered into a contract with the above stated Law Firm for outside legal counsel and services regarding review of the City's Insurance Policies and Litigation Services regarding the lawsuit Insurance Company of the State of Pennsylvania v. City of Spokane. Additional funds are required for continued services.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 275,000.00
Current Year Cost	$ 175,000.00
Subsequent Year(s) Cost	$ 100,000.00

Narrative

Amount		Budget Account
Expense	$ 75,000.00	# RISK- CLAIMS
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	SCHOEDEL, ELIZABETH	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Bwinslow-Nason@gordontilden.com	eschoedel@spokanecity.org
mpiccolo@spokanecity.org	mfeist@spokanecity.org
zach.ray@us.davies-group.com	rhulvey@spokanecity.org
ddaniels@spokanecity.org	shenry@spokanecity.org

City Clerk's No. OPR 2025-0520

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRENDAN WINSLOW-NASON AND JOHN CADAGAN, ATTORNEYS WITH GORDON TILDEN THOMAS & CORDELL, LLP**, whose address is 600 University Street, Suite 2915, Seattle, Washington 98101, as ("Firm"), individually a “Party”, and together referenced as the “Parties”.

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide Support and Litigation Services As-Needed regarding review of the City’s Insurance Policies and including Litigation Support for the Insurance Company of the State of Pennsylvania v. City of Spokane “Declaratory Judgment Action) filed August 28, 2025, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated June 30, 2025, and July 8, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($275,000.00)**.

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

GORDON TILDEN THOMAS & CORDELL, LLP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

U26-086

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GORDON TILDEN THOMAS & CORDELL LLP

Business name: GORDON TILDEN THOMAS & CORDELL LLP

Entity type: Limited Liability Partnership

UBI #: 601-717-877

Business ID: 001

Location ID: 0003

Location: Active

Location address:
421 W RIVERSIDE AVE
STE 614
SPOKANE WA 99201-0402

Mailing address:
600 UNIVERSITY ST
STE 2915
SEATTLE WA 98101-4172

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
Spokane General Business				Active	Jan-31-2027	Jul-26-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORDELL, FRANKLIN D	
THOMAS, JEFFREY M	

Registered Trade Names

Registered trade names	Status	First issued
GORDON TILDEN THOMAS & CORDELL LLP	Active	Jun-15-2007

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/22/2026 2:38:34 PM

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GORDTIL-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2026

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).

PRODUCER
Hub International Northwest LLC
PO Box 3018
Bothell, WA 98041

CONTACT NAME:
PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489
E-MAIL ADDRESS: now.info@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Markel American Insurance Company	28932
INSURER C : Old Republic Insurance Company	24147
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gordon Tilden Thomas & Cordell LLP
600 University Street, Suite 2915
Seattle, WA 98101

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR			4025222764	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	X OTHER: Primary E&O						Per Claim/Agg	$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			MKLM5XLA000023	10/1/2025	10/1/2026	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			ORPRO2110001324	10/1/2025	10/1/2026	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Continental Casualty Company (CNA) - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $25,000 Deductible per claim
Excess Professional Liability: Markel American Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: Old Republic Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liabilty: Berkley Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
(Total Professional Liability Limit is: $20,000,000 Per Occurrence/$20,000,000 Aggregate - $25,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GORDTIL-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : QBE Specialty Insurance	11515
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Gordon Tilden Thomas & Cordell LLP
600 University Street, Suite 2915
Seattle, WA 98101

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6809640N728	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X $100 Comp X $500 Coll			BA9641M188	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto PD	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000			CUP9641N288	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6809640N728	10/1/2025	10/1/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber/Privacy/Networ			CEL-P001-9136296671-01	10/1/2025	10/1/2026	Aggregate Limit	2,000,000

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

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/22/2026		
Clerk's File #	OPR 2025-0518		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH 6232	**Requisition #**	
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - JENNA MANDELL-RICE / LAW		

Agenda Wording

Amendment to contract with Jenna Mandell-Rice with the Law Firm Van Ness Feldman LLP, Seattle, Washington for services regarding the Upriver Dam FERC relicensing. Increase of $50,000.00 for a total contract amount of $100,000.00

Summary (Background)

The City entered into a contract with the above state Attorney and Law Firm for outside counsel and services regarding the Upriver Dam FERC Relicensing. Additional funds are required for continued services.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 100,000.00
Current Year Cost	**$** 50,000.00
Subsequent Year(s) Cost	**$** 50,000.00

Narrative

Amount		**Budget Account**
Expense	**$** 50,000.00	**#** 4100-42460-34148-54201-15716
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mfeist@spokanecity.org	rhulvey@spokanecity.org
rhenshaw@spokanecity.org	jlmeyer@spokanecity.org

City Clerk's No. OPR 2025-0518

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and **JENNA MANDELL-RICE with the LAW FIRM VAN NESS FELDMAN, LLP.**, whose address is 1191 Second Avenue, Suite 1800, Seattle, Washington 98101, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Legal Services, Consultation, Strategy, and Advice regarding the Upriver Dam Relicensing, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated July 11, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective June 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**.

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

VAN NESS FELDMAN, LLP.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

U26-087a

License Information:

New search Back to results

Entity name: VAN NESS FELDMAN, LLP

Business name: VAN NESS FELDMAN, LLP

Entity type: Limited Liability Partnership

UBI #: 601-205-853

Business ID: 001

Location ID: 0006

Location: Active

Location address:
1191 2ND AVE
STE 1800
SEATTLE WA 98101-2996

Mailing address:
2000 PENNSYLVANIA AVE NW
STE 6000
WASHINGTON DC 20006-1999

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
Bellingham General Business	033106			Active		Dec-12-2005
Issaquah General Business - Non-Resident				Active	Nov-30-2026	Sep-23-2018
Olympia General Business - Non-Resident	19586			Active	Nov-30-2026	Feb-01-2020
Snohomish General Business - Non-Resident	2523			Active	Nov-30-2026	Aug-18-2016
Snoqualmie General Business - Non-Resident	018480			Active	Nov-30-2026	Sep-18-2023
Spokane General Business - Non-Resident	T12114742BL			Active	Nov-30-2026	Oct-15-2012
Sumner General Business - Non-Resident				Active	Nov-30-2026	May-10-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BUCHOVECKY, JOHN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/10/2026 8:55:00 AM

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Client#: 40157 VANNES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darlene Hall	
CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502	PHONE (A/C, No, Ext): 443-259-3263	FAX (A/C, No):
	E-MAIL ADDRESS: dahall@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Chubb National Insurance Company	10052
INSURED Van Ness Feldman, LLP 2000 Pennsylvania Ave. NW, Suite 6000 Washington, DC 20006	INSURER B : Federal Insurance Company	20281
	INSURER C : Travelers Casualty & Surety Co of Am.	31194
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	D03325842	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	73655426	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $None			56731288	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71845162	10/01/2025	10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Cyber			106384541	10/01/2025	10/01/2026	$3Mil subject to $15K	
C	Crime			106384541	10/01/2025	10/01/2026	$500,0000; $25,000 Ded	

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

City of Spokane is considered additional insureds on the General Liability policy. This applies only to the operations performed by the named insured as required and agreed to by contract or agreement.

RECEIVED
OCT 21 2025
OFFICE OF THE CITY ATTORNEY

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
c/o Rose Hulvey
808 W. Spokane Falls Boulevard
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
CBIZ Insurance Services, Inc.

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0PSD

VANNESS-06 SMILLER4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2026

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).

PRODUCER License # 2060346 Hub International Mid Atlantic 3290 North Ridge Road Suite 300 Ellicott City, MD 21043	CONTACT NAME: Susan Miller PHONE (A/C, No, Ext): (443) 973-3393 FAX (A/C, No): E-MAIL ADDRESS: susan.miller1@hubinternational.com
INSURED Van Ness Feldman, LLP 2000 Pennsylvania Avenue Suite 6000 Washington, DC 20006	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Prof Liab			132885921	1/25/2026	1/25/2027	Each Claim	10,000,000
A	Lawyers Prof Liab			132885921	1/25/2026	1/25/2027	Aggregate	10,000,000

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

Deductible: $500,000 Each Claim / $1,000,000 Aggregate $100,000 Maintenance Deductible

Additional Location: 1191 Second Avenue, Suite 1800, Seattle, WA 98101-2996

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
c/o Rose Hulvey
808 W. Spokane Falls Boulevard
Spokane, WA 99201

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/29/2026		
Clerk's File #	OPR 2026-0697		
Cross Ref #			
Project #			
Submitting Dept	PURCHASING & CONTRACTS	**Bid #**	RFP 6338-26
Contact Name/Phone	JASON 232-8841	**Requisition #**	MASTER
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER CONTRACT - HIGH VOLUME AND SPECIALIZED PRINTING SERVICES -		

Agenda Wording

Three-year master service contract with option to renew for one additional one-year period for as needed printing. Estimated spend is $100,000 per year, plus applicable sales tax. Vendor National Color Graphics was chosen as one of two vendors to receive a master printing contract resulting from RFP 6338-26.

Summary (Background)

This contract provides for as needed, high volume and specialized printing services to be used City-wide.

What impacts would the proposal have on historically excluded communities?

N/A - contract not community facing and is strictly for internal operational needs.

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 - contract not community facing and is strictly for internal operational needs. Data collected for service contracts does include the specified criteria.

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

The effectiveness of this master printing contract will be evaluated through department feedback and ongoing monitoring of service quality, pricing, and contract utilization.

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 proposal supports the City's operational needs by providing departments with printing services. These services enable departments to produce materials such as public notices, event posters, informational mailers and other printed resources that support City programs and services. Operational service items are not addressed in any of the plans identified above.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 100,000.00 per year

Narrative

Amount		**Budget Account**
Expense	$ 300,000.00	# various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	NECHANICKY, JASON	**PURCHASING**	NECHANICKY, JASON
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Chris Knobel chris@ncgprint.com	toms@ncgprint.com
karcher@spokanecity.org	rgraybeal@spokanecity.org
laga@spokanecity.org	mbudke@spokanecity.org
ehut@spokanecity.org	cwahl@spokanecity.org

City Clerk's No. OPR 2026-0697

City of Spokane

MASTER PERSONAL SERVICE CONTRACT

Title: **HIGH VOLUME AND SPECIALIZED PRINTING SERVICES**

This Master Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NATIONAL COLOR GRAPHICS, INC.**, whose address is 25 West Boone Avenue, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide High Volume and Specialized Printing Services; and

WHEREAS, the Company was selected through RFP 6338-26,

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2026, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for one (1) additional one-year contract periods.

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

1. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Company's Response to RFP and Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

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

2. COMPENSATION / PAYMENT.

Total compensation for Company's as-needed services under this Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)** plus applicable sales tax, and in accordance with the Printing Services Pricing Form attached as Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

3. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

4. CITY OF SPOKANE BUSINESS LICENSE.

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

5. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

6. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents

or employees. The Company specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

7. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (Stop Gap) in the amount of $1,000,000 .

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

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

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

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

10. 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.

11. AUDIT.

The Company and its subcontractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company 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 Agreement, the federal law shall prevail.

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

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

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

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

18. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

NATIONAL COLOR GRAPHICS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – Company's Response to RFP and Proposal

26-163A

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6338-26
Bid Title	High Volume and Specialized Printing Services
Due Date	Monday, March 30, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	National Color Graphics (NCG)
Submitted By	Tom Shannon - Thursday, March 26, 2026 10:55:28 AM [(UTC-08:00) Pacific Time (US & Canada)] toms@ncgprint.com 509-326-6464
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Tom Shannon 509.326.6464 toms@ncgprint.com

	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Chris Knobel 509.326.6464 chris@ncgprint.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	NCG_SPOCITY_RFP6338-26-PrintingServivces.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload Attachment 2 "Printing Services Pricing Form" if it was not included with Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	NCG_RFP 6338-26 Attachment 2 - Printing Services Pricing Form.xlsx
	4	Upload Attachment 3 "Example Projects Pricing Form" if it was not included with Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	NCG_SPOCITY_RFP-6338-26_Attachment-3_PricingExamples.pdf
	5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

3/19/2026

National Color Graphics (NCG)
25 W. Boone Ave. Spokane, WA 99202

Katie Archer
RFP Coordinator
City of Spokane Purchasing Department
915 N. Nelson St., Spokane, WA 99202

Subject: Submittal Letter for RFP – #6338-26 (High Volume & Specialized Printing Services)

Dear Katie,

We are pleased to submit our proposal in response to the City of Spokane's Request for Proposal (RFP) titled #6338-26 (High Volume & Specialized Printing Services).

At NCG, we have been a leader in the print communications industry for over 50+ years, providing valuable print materials for our partners. We have extensive experience in supporting government agencies, helping them meet their marketing and communication needs. We provide insight and guidance in planning print projects, both large and small, and pride ourselves in effective collaboration to ensure deadlines are met. Our team is confident in our ability to deliver quality materials and services that support the city's objectives and uphold its standards.

Legal Status: Corporation since 1971 / Employer ID: 91-0974253 / UBI: C-600-212-955
RFP Contact: Tom Shannon, Account Manager / email: toms@ncgprint.com

We appreciate the opportunity to present our capabilities and expertise that will clearly demonstrate our qualifications to support the city and be considered a valuable print partner. We will comply with all terms and conditions set forth in the Request for Proposal.
Thank you for considering our submission.

Sincerely,

Chris Knobel
President
National Color Graphics
509.326.6464
chris@ncgprint.com

3.3 TECHNICAL PROPOSAL

Traditional Printing and Finishing Services

Digital and offset printing equipment.

- **Komori GL1040P –** (Offset)
  28″×40″, 10 Color with aqueous or UV coatings.
- **Komori Lithrone 640 –** (Offset)
  28″×40″, 6-color with aqueous coating for high-volume precision.
- **Komori 528 –** (Offset)
  20″×28″, 5-color with aqueous coating, ideal for mid-size runs.
- **Heidelberg Perfector 240 –** (Offset)
  28″×40″, 2-color or 1/1 perfecting in one pass.
- **Two Iridess Production Presses –** (Digital)
  13″× 40″, 6-color perfecting with specialty inks: gold, silver, white, pink & spot varnish.

What is the largest cut sheet you can print on?

Offset = 28in x 40in Digital = 13in x 40in

What is the lightest and heaviest cover and text weight stock you can print on?

Max Offset = 24pt (465 GSM) Min Offset = 50lb Text (75 GSM)
Max Digital = 18pt (360 GSM) Min Digital = 60lb Text (85 GSM)

We offer variable data printing on our digital presses. The customer provides print-ready artwork and clean excel (or equivalent) data files with clear distinction with desired fields to be used for variable data. We process the list and provide a digital proof (eProof) showing the results of the variable data and confirm proper style and location on artwork. If mailed, the addresses are printed at the time of printing and delivered to the post office for mailing.

We provide Full Bindery Services for Precision Finishing

- Cutting, scoring, folding, saddle stitching, coiling, gluing, laminating, collating, UV Coating, drilling, binding, tabbing and hand assembly work.

Specialty Printing and Finishing Services

Offset –
- Aqueous Coating (Gloss, Satin, Matte, SoftTouch, RoughTouch)
- Spot Varnish (Standard and U.V.)
- Pantone Colors

Digital –
- Specialty Inks (Gold, Silver, White, Fluorescent Pink)
- Spot Gloss Varnish

We provide several specialized finishing services.

- Two windmill presses and two platen presses
- We offer die-cutting, embossing, debossing, and foiling

Direct Mail Services

We facilitate both large bulk distribution and targeted variable-data mailings.

1. We receive the specs of the project to determine what mailing process will be used along with determining the desired delivery date to establish the project timeline.
2. If a list is provided, we process the list to determine the final quantity, best grouping discounts and the estimated postage.
3. Once the project is printed, any steps needed to complete a successful mailing are done, ie. tabbing, stuffing, addressing, etc.
4. Once the mailing process is complete, the project is delivered to the post office.
5. Paperwork can be provided at any stage of the mailing process to ensure that the mailing was done properly giving the client peace-of-mind.

Ordering/Customer Service/Delivery

Both digital and hard copy proofs

Both eProofs and hard copy proofs can be provided. This is determined at the start of a project. The hard copy proof is returned with changes clearly marked. Either the client can provide new files with those changes or our prepress team can make small changes and re-proof the job with either hard copy proofs or eProof depending on what is needed.

Delivery times

The delivery timelines vary based on the project details. We do our best to work with the client to meet delivery expectations and can adjust production schedules if needed on a case-by-case basis. Digital jobs are usually delivered within 1-2 weeks. Offset projects are usually delivered within 2-3 weeks. If a specific date or rush is required, that can be discussed to accommodate.

Delivery services offered

NCG has a driver for local deliveries (Spokane area). Or various courier / freight companies.

3.4 MANAGEMENT PROPOSAL

NCG Information & History:

NCG has been a leader in the print communication industry for over 50 years. We specialize in both offset and digital print methods which enables us to support a large scope of projects that we are qualified to provide. We have six print presses, supported by several cutters, folders, stitchers, die-cutting, foiling, embossing and other bindery equipment. We have extensive knowledge with direct mail campaigns and events requiring timely print materials. In addition to our equipment and capabilities, we have a dedicated team that provides valuable collaboration from the very beginning of a project through its delivery. We are based in Spokane, which has proven to be invaluable to our partners in coordinating and managing details that require close attention.

RFP Contact:
Name/Title: Tom Shannon, Account Manager
Email/Phone: toms@ncgprint.com / 509.326.6464
Experience: 25+ Years in Print Industry

List of Contracts:
Avista Utilities, Spokane Transit Authority (STA),
Central Washington University (CWU), Eastern Washington University (EWU),
Washington State University (WSU)

References:

1. Brent Reser
   Marketing Director | University Relations at Eastern Washington University
   509.359.4029 / breser@ewu.edu

2. Chris Falgiani
   Project Coordinator at Washington State University
   509.335.2119 / c.falgiani@wsu.edu

3. Marc Morris
   Communications Specialist at Spokane Transit Authority (STA)
   509.344.1878 / MMORRIS@SPOKANETRANSIT.COM

3.5 COST PROPOSAL

Pricing Approach:

NCG has maintained a competitive edge by building strong relationships with its material vendors, trade partners and investing in new equipment. The strategy of buying paper in bulk, streamlining our processes through speed and efficiency empowers NCG to offer the most aggressive pricing for our customers.

Quote Process:

A majority of the projects that NCG works on starts with a request for quote. The estimator will confirm all the details/specifications for each project and will provide pricing based on those specs. If multiple options are requested, ie. quantity ranges, various page counts, material, etc. NCG will note these options on the quote or provide revisions for the client to review. Once the job is rewarded to NCG, the quote will be updated to an order along with the PO associated with the project.

Sample Quotes:

Because of the nature of custom commercial printing and the vast variables involved, NCG doesn't typically provide pricing tables or charts. We have filled out Attachment 2 with the info we are best suited to provide. We also provided quotes for each of the projects described in attachment 3. All four of these projects fit our wheel house nicely. Please see attached PDFs.

RFP 6338-26 High Volume and Specialized Printing Services
Attachment 2 - Printing Services Pricing Form

Black and White Prints - Price EA							
Paper Size	Paper Type	1-100 QTY	101-500 QTY	501-1000 QTY	1001+ QTY	2nd Side Adtl. Cost	Comments (Include Adtl. Qty Price Breaks etc.)
8.5x11	20# White Bond	**Quantity Below Minimum**		**We specialize in larger quantity orders. Can provide pricing upon request. Price breaks will apply.**			
8.5x11	20# 30% Recycled White Bond	**Quantity Below Minimum**					
8.5x11	20# Color Bond	**Quantity Below Minimum**					
8.5x11	24# White Bond	**Quantity Below Minimum**					
8.5x11	80# Text	**Quantity Below Minimum**		$ 0.31	$ 0.21	.10 additional	
8.5x11	100# Text	**Quantity Below Minimum**					
8.5x11	80# Cover	**Quantity Below Minimum**					
8.5x14 - Legal	20# White Bond	**Quantity Below Minimum**					
8.5x14 - Legal	20# 30% Recycled White Bond	**Quantity Below Minimum**					
11x17	20# White Bond	**Quantity Below Minimum**					
11x17	24# White Bond	**Quantity Below Minimum**					
11x17	80# Cover	**Quantity Below Minimum**					
12x18	80# Cover	**Quantity Below Minimum**		$ 0.43	$ 0.36	0.12 additional	

Color Prints - Price EA							
Paper Size	Paper Type	1-100 QTY	101-500 QTY	501-1000 QTY	1001+ QTY	2nd Side Adtl. Cost	Comments (Include Adtl. Qty Price Breaks etc.)
8.5x11	20# White Bond	**Quantity Below Minimum**		**We specialize in larger quantity orders. Can provide pricing upon request. Price breaks will apply.**			
8.5x11	20# Color Bond	**Quantity Below Minimum**					
8.5x11	24# White Bond	**Quantity Below Minimum**					
8.5x11	20# 30% Recycled White Bond	**Quantity Below Minimum**					
8.5x11	80# Text	**Quantity Below Minimum**		$ 0.56	$ 0.38	.15 additional	
8.5x11	100# Text	**Quantity Below Minimum**					
8.5x11	80# Cover	**Quantity Below Minimum**					
8.5x14 - Legal	20# White Bond	**Quantity Below Minimum**					
8.5x14 - Legal	20# 30% Recycled White Bond	**Quantity Below Minimum**					
11x17	20# White Bond	**Quantity Below Minimum**					
11x17	24# White Bond	**Quantity Below Minimum**					
11x17	80# Cover	**Quantity Below Minimum**					
12x18	80# Cover	**Quantity Below Minimum**		$ 0.68	$ 0.52	.30 additional	

Wide Format Printing - Price EA			
Size	Paper Type	Price EA	Comments (Include Adtl. Qty Price Breaks etc.)
24x36	Matte	**NA**	
24x36	Gloss	**NA**	
36x48	Matte	**NA**	

36x48	Gloss	**NA**	

Foamcore Mounting - Price EA			
Size	Mounted - No Laminate Price EA	Mounted with Laminate Price EA	Comments (Include Adtl. Qty Price Breaks etc.)
24x36		**NA**	
36x48		**NA**	

Finishing Services			
Finishing Type	Price Per 100	Price Per 1000	Comments (Include Adtl. Qty Price Breaks etc.)
Stapling Single Corner	**Indvidual Service Not Offered**		
Stapling Booklet	**Indvidual Service Not Offered**		
Half Fold	**Indvidual Service Not Offered**		
Tri-Fold	**Indvidual Service Not Offered**		
Z-Fold	**Indvidual Service Not Offered**		
Roll Fold	**Indvidual Service Not Offered**		

Cutting Services - Price EA	
Cutting/Trimming	Price Per EA Cut
Machine Cutting	**Indvidual Service Not Offered**

Estimate/Quote

National Color Graphics
25 W Boone Ave
Spokane, WA 99201
509.326.6464
info@ncgprint.com

SPOKANE CITY REPROGRAPHICS

Quote ref: **7084** / **TS**
Date: 3/16/2026

Katie Archer

Thank you for this opportunity to quote on the following job(s).

Title:	Folded Brochure
Size:	11 x 8.5 folds to 3.625 x 8.5
Pre-press:	Print Ready PDF
Proof:	PDF Proof
Printing:	4/4
Materials:	60# Uncoated
Finishing:	Trim & Roll Fold

Quantity	**Price $**
15,000	$1,895.00

Delivery: Local Delivery
Notes:
Terms: All prices exclude tax, are valid for 30 days, and are subject to sight of artwork. Material prices may be subject to change at time of order placement.

If you have any questions regarding this quote, please give me a call.
We look forward to working with you on this project.

Thank you,

Tom Shannon

Estimate/Quote

National Color Graphics
25 W Boone Ave
Spokane, WA 99201
509.326.6464
info@ncgprint.com

SPOKANE CITY REPROGRAPHICS

Quote ref: **7086** / **TS**
Date: 3/16/2026

Katie Archer

Thank you for this opportunity to quote on the following job(s).

Title:	Booklet
Size:	8.25 x 11
Pre-press:	Print Ready PDF
Proof:	PDF Proof
Printing:	4/4
Materials:	100# Dull Text
Finishing:	Fold, Saddle Stitch, Trim

Quantity	**Price $**
5,000	$3,475.00

Delivery: Local Delivery
Notes:
Terms: All prices exclude tax, are valid for 30 days, and are subject to sight of artwork. Material prices may be subject to change at time of order placement.

If you have any questions regarding this quote, please give me a call.
We look forward to working with you on this project.

Thank you,

Tom Shannon

Estimate/Quote

National Color Graphics
25 W Boone Ave
Spokane, WA 99201
509.326.6464
info@ncgprint.com

SPOKANE CITY REPROGRAPHICS

Quote ref: **7087** / **TS**
Date: 3/16/2026

Katie Archer

Thank you for this opportunity to quote on the following job(s).

Title:	Postcard Print & Mail
Size:	8.5 x 5.5
Pre-press:	Print Ready PDF
Proof:	PDF Proof
Printing:	1/1
Materials:	110# Cover
Finishing:	Trim

Quantity	**Price $**
10,000	$1,585.00

Delivery: Process List, Inkjet Address, Mail
Postage NOT Included

Notes:

Terms: All prices exclude tax, are valid for 30 days, and are subject to sight of artwork. Material prices may be subject to change at time of order placement.

If you have any questions regarding this quote, please give me a call.
We look forward to working with you on this project.

Thank you,

Tom Shannon

Estimate/Quote

National Color Graphics
25 W Boone Ave
Spokane, WA 99201
509.326.6464
info@ncgprint.com

SPOKANE CITY REPROGRAPHICS

Quote ref: **7117** / **TS**
Date: 3/19/2026

Katie Archer

Thank you for this opportunity to quote on the following job(s).

Title:	Door Hanger
Size:	4.25 x 11
Pre-press:	Print Ready PDF
Proof:	PDF Proof
Printing:	1/0
Materials:	110# Cover
Finishing:	Diecut

Quantity	**Price $**
5,000	$865.00

Delivery: Local Delivery
Notes:
Terms: All prices exclude tax, are valid for 30 days, and are subject to sight of artwork. Material prices may be subject to change at time of order placement.

If you have any questions regarding this quote, please give me a call.
We look forward to working with you on this project.

Thank you,

Tom Shannon

License Information:

New search Back to results

Entity name: NATIONAL COLOR GRAPHICS INC.

Business name: NATIONAL COLOR GRAPHICS

Entity type: Profit Corporation

UBI #: 600-212-955

Business ID: 001

Location ID: 0001

Location: Active

Location address: 25 W BOONE AVE
SPOKANE WA 99201-2307

Mailing address: 25 W BOONE AVE
SPOKANE WA 99201-2307

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locat	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Oct-31-2026	Jul-22-2021
Spokane General Business	T12017394BUS			Active	Oct-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNOBEL, CHRISTOPHER	
KNOBEL, HARLAN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/11/2026 10:23:02 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

NATICOL-02 SMARTINEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/2/2026

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).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Shannel Martinez PHONE (A/C, No, Ext): (509) 570-1223 FAX (A/C, No): E-MAIL ADDRESS: shannel.martinez@alliant.com
INSURED National Color Graphics Inc 25 W Boone Spokane, WA 99201	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Union Insurance Company 25844 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPA 6066264-21	5/21/2026	5/21/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPA 6066264-21	5/21/2026	5/21/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CPA 6066264-21	5/21/2026	5/21/2027	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		CPA 6066264-21	5/21/2026	5/21/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies.

We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355. Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability € Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured € Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments € Increased Limits **1.** Bail Bonds **2.** Loss Of Earnings	 $ 3,000 $ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

a. The written contract or written agreement is:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(i) Your acts or omissions; or

(ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) 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

(1.2) 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.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

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you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

a. $300,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

a. Majority interest of more than 50% if you are a corporation;

b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

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c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

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person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/29/2026		
Clerk's File #	OPR 2026-0698		
Cross Ref #			
Project #			
Submitting Dept	PURCHASING & CONTRACTS	**Bid #**	
Contact Name/Phone	JASON 232-8841	**Requisition #**	MASTER
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER CONTRACT - HIGH VOLUME AND SPECIALIZED PRINTING SERVICES -		

Agenda Wording

Three-year master service contract with option to renew for one additional one-year period for as needed printing. Estimated spend is $100,000 per year, plus applicable sales tax. Vendor PS2 Group LLC was chosen as one of two vendors to receive a master printing contract resulting from RFP 6338-26.

Summary (Background)

This contract provides for as needed, high volume and specialized printing services to be used City-wide. Managed in coordination with Communications Department.

What impacts would the proposal have on historically excluded communities?

N/A - contract not community facing and is strictly for internal operational needs.

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 - contract not community facing and is strictly for internal operational needs. Data collected for service contracts does include the specified criteria.

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

The effectiveness of this master printing contract will be evaluated through department feedback and ongoing monitoring of service quality, pricing, and contract utilization.

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 proposal supports the City's operational needs by providing departments with printing services. These services enable departments to produce materials such as public notices, event posters, informational mailers and other printed resources that support City programs and services. Operational service items are not addressed in any of the plans identified above.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 300,000.00
Current Year Cost	**$** 100,000.00
Subsequent Year(s) Cost	**$** 100,000.00 per year

Narrative

In department operational budgets.

Amount		**Budget Account**
Expense	**$** 300,000.00	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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City Clerk's No. OPR 2026-0698

City of Spokane

MASTER PERSONAL SERVICE CONTRACT

Title: **HIGH VOLUME AND SPECIALIZED PRINTING SERVICES**

This Master Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PS2 GROUP, LLC**, whose address is 2119 5th Place, Snohomish, Washington, 98290, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide High Volume and Specialized Printing Services; and

WHEREAS, the Company was selected through RFP 6338-26,

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2026, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for one (1) additional one-year contract periods.

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

1. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Company's Response to RFP and Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

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

2. COMPENSATION / PAYMENT.
Total compensation for Company's as-needed services under this Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)** plus applicable sales tax, and in accordance with the Printing Services Pricing Form attached as Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

3. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

4. CITY OF SPOKANE BUSINESS LICENSE.

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

5. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

6. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

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

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (Stop Gap) in the amount of $1,000,000 .

[_____] **The Company states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Company will provide proof of Workers' Compensation coverage if their status changes.** [*Company initials, if applicable*.]

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

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

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

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

10. 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.

11. AUDIT.
The Company and its subcontractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company 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 Agreement, the federal law shall prevail.

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

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

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

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

18. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PS2 GROUP, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – Company's Response to RFP and Proposal

26-162a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6338-26
Bid Title	High Volume and Specialized Printing Services
Due Date	Monday, March 30, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	PS2 Group
Submitted By	susan@ps2group.net susan@ps2group.net - Friday, March 27, 2026 1:49:08 PM [(UTC-08:00) Pacific Time (US & Canada)] susan@ps2group.net
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	SUSAN KITZMILLER SUSAN@PS2GROUP.NET 206-714-3025
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	SUSAN KITZMILLER SUSAN@PS2GROUP.NET 206-714-3025
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	SPOKANE RFP 6338 26 HIGH VOLUME AND SPECIALIZED PRINTING.docx
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload Attachment 2 "Printing Services Pricing Form" if it was not included with Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	SPOKANE SUBMITTAL RFP 6338-26 Attachment 2 - Printing Services Pricing Form (002) completed.xlsx
	4	Upload Attachment 3 "Example Projects Pricing Form" if it was not included with Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	spokane completed RFP 6338-26 Attachment 3 - Example Projects Pricing Form (3) .docx
	5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	PS2 Updated portfolio with promotional product page.pdf

PS² GROUP

PRINT SOLUTIONS

PROPOSAL FOR GRAPHIC DESIGN AND PRINTED PRODUCTS

CLIENT: City of Spokane

ATTN: Katie Archer / Purchasing Department

DATE: March 27, 2026
PROJECT: RFP # 6338-26

High Volume and Specialized Printing Services

PS² GROUP TEL: 206.714.3025 EMAIL: susan@ps2group.net WEB: www.ps2group.net

PROJECT ESTIMATE

Project Title:

City of Spokane High Volume and Specialized Printing and Services

3.2 Proposal Contents

Letter of submittal:

Name: PS2 Group, LLC

Owner: Susan KItzmiller

Address: 12531 Old Snohomish Monroe Rd, WA 98290

Principal place of Business: 12531 Old Snohomish Monroe Rd, Snohomish, WA 98290

Phone number: 206-714-3025

Email: susan@ps2group.net

Optional email: info@ps2group.net

Legal signer company owner: Susan Kitzmiller

Legal status: PS2, LLC, licensed in Washington State

Certified: WBE & AC/DBE/SBE

No current or past employees are associated.

PS2 will comply with the terms and conditions outlined in the RFP.

PS2 meets the qualifications outlined in 1.3 Minimum Qualifications.

3.3 TECHNICAL PROPOSAL

Project approach/methodology
Our company's mission and philosophy.
PS2 Group, Susan Kitzmiller, and partners have a steadfast reputation in the community.

A.

- Our team of master print companies, finishing houses, and fulfillment/ mailing partners provides ten decades of combined experience and knowledge in the areas of printing, fulfillment, storage, and mail.
- We understand the value of responsiveness to all parties involved in the process of your project; our top priority is dependability, accuracy, and trust.

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WEB: www.ps2group.net

- We have the unique ability to handle a high volume of projects and streamline for greater efficiency.
- We ask clarifying questions, research various project options, and consistently provide the best value, the best price, the highest quality, the latest technology, and timely delivery.
- Our team prides itself on being excellent written and verbal communicators who provide our customers with the best one-on-one service experience

Work Plan for Technical Proposal:

Project Communication

Project Team:

Primary Point of Contact: Susan Kitzmiller

Our Team at inception will assemble a senior-level point person per department, consisting of:

- **Contract Manager** - responsible for a successful and smooth onboarding process.
- **Design staff**: They will be responsible for communicating with the client on details pertaining to the design, providing design ideas, and implementing the client's edits. They will also provide a PDF for review. Along with meeting typical design deadlines.
- **Production Coordinator** - will handle any daily communications and job coordination.
- **The Project Manager will oversee and manage production cycles and liaise** with the various departments to ensure project stays on schedule..
- **The assigned team** will participate in conference calls, face-to-face meetings and email communications to ensure full understanding of the detailed requirements and expectations.
- **RUSH jobs:** PS2 uses the same production for rush projects with accelerated dates for proofs, o press, and bindery to deliver on time.
- **B.** Describe the various printing methods offered and corresponding equipment available for printing, mailing and finishing services. Include information about the capabilities of your equipment, such as maximum print sizes, resolution, and speed, and explain how they are suited for handling large-scale projects and complex printing requirements.

  PS2 We are capable of producing small, two-color to multi-color complex projects. We have a 25,000 SF modern warehouse that houses 3 Heidelberg presses and all finishing equipment in-house. Currently print 4-5 million sheets per month and have the capacity to meet your monthly and annual

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print needs of 375,000 average monthly print material of various sizes & colors per month.

With qualified & experienced staff, equipment, and quality assurance programs in place to take on a project of this size. 3- New state-of-the-art technology, Heidelberg presses each run at 15,000 sheets per hour, producing 45,000 sheets per hour.

- C. Describe the range of paper stocks available for various printing projects including weights and finishes. Details are available on what recycled paper stocks are available.

  PS2 has access to any number of stocks as most printers do from coated to uncoated, book weight to cover, finishes from smooth, uncoated, soft touch etc.

Project Schedule:

Proposed schedule: turnaround time will vary but is expected to range from 1-5 days. On orders which are extremely large or unusually complex, turnaround times will be mutually agreed upon by the City and the Firm.

3.4 MANAGEMENT PROPOSAL

PROJECT TEAM STRUCTURE / INTERNAL CONTROLS

Project Communication:

Project Team Structure:

Primary Point of Contact: Susan Kitzmiller

Staff Qualifications: Susan Kitzmiller and her staff have decades of experience dating back to 1993.

Our Team at inception will assemble a senior-level point person per department, consisting of:

Contract Manager - responsible for a successful and smooth onboarding process.

Design staff: They will be responsible for communicating with the client on details pertaining to the design, providing design ideas, and implementing the client's edits. They will also provide a PDF for review and final production. Design staff will meet typical design deadlines as outlined below.

Production Coordinator :- will handle any daily communications and job coordination to stay on schedule.

The Project Manager: will oversee and manage production cycles and liaise with the various departments to ensure the project stays on schedule.

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EMAIL: susan@ps2group.net
WEB: www.ps2group.net

The assigned team will participate in conference calls, face-to-face meetings, and email communications to ensure a complete understanding of the detailed requirements and expectations.

Responsiveness to our client and Our Team within an hour or sooner from email, text, call, or voice message.

Experience of the firm

A. PS2 Group, LLC. Founded in 1998 is a unique company in the print world. In operation for 27 years in Seattle, King County market with six prior years of experience with commercial print companies bring together 33 years of dedication to the art and craft of printing, PS2 executes your integrated design, print materials, fulfilment programs, managed inventory, and provides all the logistics for your supply chain to run smoothly.

- Design: Most projects entered into our physicality require some design elements. Our in-house design group caters to our clients' needs and specific target deadlines. Our design group is young, with a fresh approach to design, the latest skills, and complete knowledge of the programs used.

- Press operators have over four decades of experience. We are capable of producing small two-color to multi-color complex projects. We have a 25,000 SF modern warehouse that houses 3 Heidelberg presses and all finishing equipment in-house. Currently print 4-5 million sheets per month and have the capacity to meet your monthly and annual print needs of 375,000 average monthly print material of various sizes & colors per month.

With qualified & experienced staff, equipment, and quality assurance programs in place to take on a project of this size. 3- New state-of-the-art technology, Heidelberg presses each run at 15,000 sheets per hour, producing 45,000 sheets per hour.

- Bindery: we have extensive bindery in-house, scoring, cutting, folding, collating, etc.

- Mailing: Experience using the USPS regulations regarding postal rates and mail piece design, CASS certification, Delivery Point Verification (DPV), intelligent mail barcoding, mail preparation, and mail consolidation, including co-mingling to maximize the cost benefit of postage discount rates.

It is critical to keep your data safe to produce a quality and accurate product. We have taken measures that exceed most of our customers' needs to safeguard their sensitive information against electronic, cyber, or physical attacks.

We process USPS mail on a weekly basis for Marketing Mail and First-Class Mail. The following processes are followed:

Data processing – CASS, NCOA, generating IMB barcodes

- Addressing and barcoding according to USPS guidelines and regulations

- Co-mingling of jobs for postage discounts

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WEB: www.ps2group.net

- Final mail preparation

B. Contract Held:
   - City of Seattle:
   - Kitsap Transit:
   - University of Washington:

References

Harborview Hospital:
Dick Dunham / Director Harborview Design & Construction Management | UW Medicine
Recently retired/see letter of recommendation
Phone: 425-877-4984

University of Washington:
Claudia Christenson
Procurement Manager
Small Business Administrator
University of Washington
claudiac@uw.edu
206-276-0103

Veterans' Affairs:
Jennifer Montgomery / Web Manager
(Desk) 360-725-2169 | (Cell) 360-791-2038
jenm@dva.wa.gov

KBTC / PBS:
Brianne Knudson
Associate Director of Development
bknudson@kbtc.org | 253.680.7707

Kitsap Transit:
Michael Ricketts
Purchasing Specialist
360.473.1127
michaelri@kitsaptransit.com

C. No contracts terminated

Other relevant experience

Our company has maintained loyalty for 30 years and built a powerful reputation in the community and with our competitors. We have performed design services for many agencies and Fortune 500 companies. PS2 provides print services, signage, fulfilment & warehouse for a multitude of companies in Washington State. Holland America, with its cruise ship lines, mails to its passengers.

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We also managed print and fulfilment for Tommy Bahama for their store locations/restaurants and their client base for marketing & event materials.

Another client, City University, we provided design, printing, and mailing for their quarterly student catalogs in multiple languages, commencement, and numerous direct mail pieces throughout the year.

We service many diverse clients, most of whom require envelope imprinting, digital print companion pieces, multiple inserting, and mailing of their collateral & marketing material.

The financial sector requires not only 100% accuracy but also extreme security of their data, both of which we deliver. We work with many different industries or campaign types, including Casinos, non-profits, Municipalities, Financial, Retail, Publications, property taxes, utility notices, business, and so much more.

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PRINT & SIGNAGE
SOLUTIONS

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10 PROMOTIONAL PRODUCTS
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12 ENDING NOTES

CONTRACT & CERTIFICATIONS.

Unlimited Universal Washington State Contract - Expires 2027.
Contract ID: UW-19-04118
Amendment #1 Contract UW-22-0725-1

City of Seattle Contract Effective 08-28-2024 - Expires 2033

OMWBE Certified WBE & AC/DBE/SBE

FSC/G7 Certified / ISO / HIPPA Compliant

2023 - Present Selected member of Governor's Sub-cabinet Business Diversity Team

PS² GROUP

PRINTING, DIGITAL & BINDERY

Color is our Passion!
New techniques in the industry allow us to enhance the color of your printing making images look brighter, more vibrant and crisper then ever before.

Out Experts take standard image files and make them more dynamic using some, or all of the following enhancements:

Digital: The world of digital print has evolved to a level of photographic-quality image output that rivals even the best of sheeted printers. Now you can have the quality, even in low quantities.
Make your message personal and distinct with variable data to personalize your advertising to your client.

Making your marketing stand out can be easier than you might think by adding some finishing touches.

- **Foil Stamping**
- **Embossing**
- **Spot and/or Flood Gloss and Matte Varnishes**
- **Metallic Inks**
- **Spot or Flood Soft Touch Varnish**
- **Custom Diecutting**











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GRAPHIC DESIGN

The PS2 Group provides a full array of graphic design services from initial concept to final production/ Our expertise in corporate brand identification, package design, signage, and other design services means you get exciting promotional material that will attract the attention of potential customers.







SIGNAGE, STOREFRONTS & TRADE-SHOWS

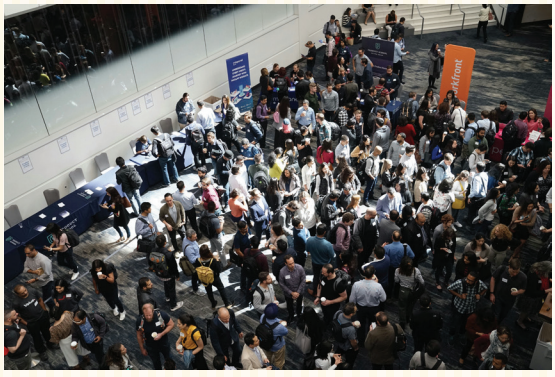
Premium-quality grand format printing produces sharp, high-resolution images and text which are viewable at any distance. Our printing is great for office decoration, displays to murals, and trade show booths. Advertising, signage, and displays are no longer limited by material or size. We have the ability to print any size on any material at an affordable cost













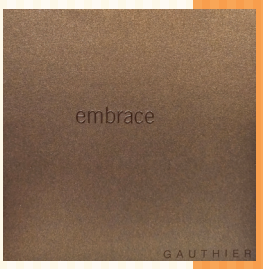


MARKETING MATERIALS

Whether it's general production layout, full creative support, or engineered solutions our dedicated team understands how important it is to look your best with corporate communications. Marketing is critical to shaping an organization's viability, and no other medium offers this level of engagement when it comes to corporate communications / Tactile print is engaging and increases the likelihood that your message will be retained by your customer.





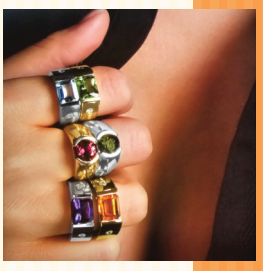


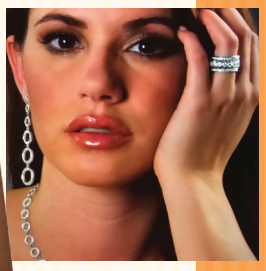














ASSEMBLY, FULFILLMENT, DISTRIBUTION & PICK&PACK STORAGE

The PS2 Group handles local and national assembly, fulfillment, and distribution requirements for public and private agencies as well as collaborating with Fortune 500 companies. Our offerings help reduce costs while increasing a company's engagement with its audience.







MAILING SERVICES

Print is often only a part of multi-faceted programs that may require unique fulfillment arrangements beyond mailing. PS2 fulfillment services bring together all elements of your program into a turn-key, single-source solution that takes the complexity out of sorting, organizing, and delivering multiple program materials. Drawing on our experience, creative mixing mediums and using state-of-the-art technology, we improve order fulfillment turn times, lower production and inventory costs and increase scalability.

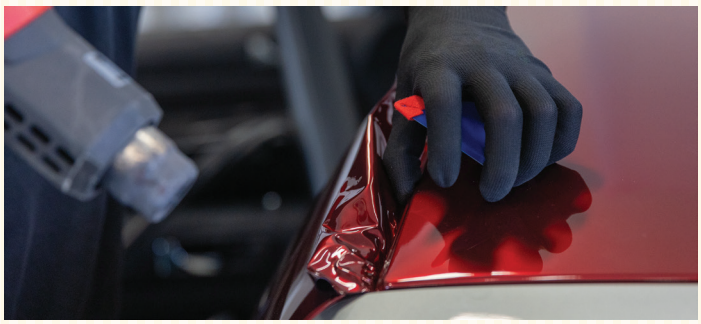




UNITED STATES POSTAL SERVICE

VEHICLE WRAPS

We produce high-quality and cost-effective vehicle wraps for your car, trucks & vans. We make the process simple from concept to completion.













Vehicle wraps come in various coverage types. From spot graphics to complete coverage.

MURALS & WALL WRAPS

PS2 takers your project concept, prepares for on-site CAD measurements, creates multiple creative direction concepts with full illustrations for selection, prepares sub-straight for image application to on-site fabrication trimmed to side, and installed to completion.





Harborview Hospital Children's Burn Unit



PROMOTIONAL PRODUCTS

From concept to creation we design items that capture attention and reinforce your brand identity. At PS2 we work closely with you to select and customize high-quality, memorable products such as bags and apparel.













TESTIMONIALS

"PS2 has gone over and above since we started working together. The service that Susan and her team provide has allowed us to better serve Storm fans and enhance their experience at games."

- Seattle Storm

"Susan Kitzmiller and her company PS2, her proposals were extremely detailed, which in turn made it easy for me to review with physicians in charge of donor funds. The quality of the product as well as the installation by her team were flawless. Her communication during the entire process was excellent. So much that she has been asked to produce another similar project in our O.R. suites"

- Harborview Hospital

"Susan Kitzmiller of the PS2 Group have made a huge impact on our success of our marketing campaigns and programs. Susan brings a true level of professionalism and can-do attitude to our projects. I know that I can always count on her to help us quickly and cost-effectively execute our marketing campaigns."

- Onyx Software

Susan Kitzmiller, PS2 Group "The process was seamless, and the product arrived on time and under budget – We were also pleased with her customer service skills and extensive experience In the business. Highly recommend!"

- University of Washington

I worked with Susan Kitzmiller of the PS2 Group over the past several years on Product development brochures and booklets for our Renton location. I have always found working with Susan to be an effortless process. She is resourceful and always available to meet regarding our printed material needs, as well as a great communicator. Our projects were delivered on time, and we were always provided excellent quality and service from PS2.

- Boeing Commercial Airplanes

"Susan Kitzmiller, has always dealt with us in an honest and professional manner, and we know she will continue to show the same with potential clients in the future. Her company the PS2 Group has been instrumental in providing printing and other solutions services for the City of Seattle for over two decades."

– City of Seattle

Ms. Kitzmiller was communicative and cooperative in her work with our Premium Preferred Accounts Department at Holland America Line, we were very pleased with the final printing results. I would recommend PS2 Group for any professional printing needs that a company or business may have.

– Holland America



PS2 Group, LLC, established in 1998, is a Washington State Certified Women-Owned Business offering unmatched reliability and transparency. PS2 collaborates with public and private agencies, including Fortune 500 companies, to reduce costs and enhance business engagement. Recognized for reliability and transparency, PS2 ensures projects are completed on time and within budget. PS2 helps grow your organization by transforming your communications from multi-color projects to integrated print materials, fulfillment programs, inventory, and logistics, offering exclusive pricing for print and mailing campaigns, corporate branding, promotional materials, and more. PS2 prioritizes communication and is committed to meeting project specifications, ensuring seamless and successful outcomes.

RFP 6338-26 High Volume and Specialized Printing Services
Attachment 2 - Printing Services Pricing Form

Black and White Prints - Price EA							
Paper Size	Paper Type	1-100 QTY	101-500 QTY	501-1000 QTY	1001+ QTY	2nd Side Adtl. Cost	Comments (Include Adtl. Qty Price Breaks etc.)
8.5x11	20# White Bond	$ 0.79	$ 0.31	$ 0.17	$ 0.11	$ 0.05	
8.5x11	20# 30% Recycled White Bond	$ 0.81	$ 0.33	$ 0.20	$ 0.13	$ 0.05	
8.5x11	20# Color Bond	$ 0.81	$ 0.33	$ 0.20	$ 0.13	$ 0.05	
8.5x11	24# White Bond	$ 0.79	$ 0.32	$ 0.19	$ 0.12	$ 0.05	
8.5x11	80# Text	$ 0.79	$ 0.32	$ 0.19	$ 0.12	$ 0.05	
8.5x11	100# Text	$ 0.82	$ 0.35	$ 0.21	$ 0.14	$ 0.50	
8.5x11	80# Cover	$ 0.86	$ 0.38	$ 0.25	$ 0.18	$ 0.05	
8.5x14 - Legal	20# White Bond	$ 1.26	$ 0.50	$ 0.27	$ 0.17	$ 0.08	
8.5x14 - Legal	20# 30% Recycled White Bond	$ 1.30	$ 0.54	$ 0.32	$ 0.22	$ 0.08	
11x17	20# White Bond	$ 1.41	$ 0.56	$ 0.31	$ 0.20	$ 0.08	
11x17	24# White Bond	$ 1.48	$ 0.59	$ 0.32	$ 0.21	$ 0.08	
11x17	80# Cover	$ 1.33	$ 0.62	$ 0.40	$ 0.30	$ 0.08	
12x18	80# Cover	$ 1.33	$ 0.62	$ 0.40	$ 0.30	$ 0.08	

Color Prints - Price EA							
Paper Size	Paper Type	1-100 QTY	101-500 QTY	501-1000 QTY	1001+ QTY	2nd Side Adtl. Cost	Comments (Include Adtl. Qty Price Breaks etc.)
8.5x11	20# White Bond	$ 0.84	$ 0.36	$ 0.23	$ 0.16	$ 0.08	
8.5x11	20# Color Bond	$ 0.86	$ 0.36	$ 0.25	$ 0.18	$ 0.08	
8.5x11	24# White Bond	$ 0.86	$ 0.36	$ 0.25	$ 0.18	$ 0.08	
8.5x11	20# 30% Recycled White Bond	$ 0.86	$ 0.36	$ 0.25	$ 0.18	$ 0.08	
8.5x11	80# Text	$ 0.86	$ 0.36	$ 0.25	$ 0.18	$ 0.08	
8.5x11	100# Text	$ 0.86	$ 0.36	$ 0.25	$ 0.20	$ 0.08	
8.5x11	80# Cover	$ 0.86	$ 0.42	$ 0.25	$ 0.23	$ 0.08	
8.5x14 - Legal	20# White Bond	$ 1.30	$ 0.55	$ 0.25	$ 0.23	$ 0.13	
8.5x14 - Legal	20# 30% Recycled White Bond	$ 1.35	$ 0.58	$ 0.36	$ 0.26	$ 0.13	
11x17	20# White Bond	$ 1.45	$ 0.60	$ 0.36	$ 0.26	$ 0.13	
11x17	24# White Bond	$ 1.45	$ 0.63	$ 0.36	$ 0.26	$ 0.13	
11x17	80# Cover	$ 1.45	$ 0.66	$ 0.45	$ 0.35	$ 0.13	
12x18	80# Cover	$ 1.45	$ 0.66	$ 0.45	$ 0.35	$ 0.13	

Wide Format Printing - Price EA			
Size	Paper Type	Price EA	Comments (Include Adtl. Qty Price Breaks etc.)
24x36	Matte	$ 21.25	
24x36	Gloss	$ 21.25	
36x48	Matte	$ 43.75	

36x48	Gloss	$ 43.75	

Foamcore Mounting - Price EA			
Size	Mounted - No Laminate Price EA	Mounted with Laminate Price EA	Comments (Include Adtl. Qty Price Breaks etc.)
24x36	21.25		
36x48	43.75		

Finishing Services			
Finishing Type	Price Per 100	Price Per 1000	Comments (Include Adtl. Qty Price Breaks etc.)
Stapling Single Corner	$ 12.00	$ 121.50	
Stapling Booklet	$ 13.00	$ 125.00	
Half Fold	$ 25.00	$ 43.75	
Tri-Fold	$ 27.00	$ 50.00	
Z-Fold	$ 27.00	$ 50.00	
Roll Fold	$ 27.00	$ 50.00	

Cutting Services - Price EA	
Cutting/Trimming	Price Per EA Cut
Machine Cutting	$ 0.25

RFP 6338-26 High Volume and Specialized Printing Services
Attachment 3 – Example Projects Pricing Form

Note: The example projects outlined in Attachment 3 are intended to give firms a sense of the types of projects the City may request, however the actual scope, volume and specifications may vary. The pricing provided for these example projects will be used solely to assess the firm's approach to pricing and should not be interpreted as a commitment to any specific project or volume of work. Pricing for projects below should include delivery/shipping to Spokane City Hall located at 808 W. Spokane Falls Blvd, 99201. Do not include sales tax in your pricing. The example art files are located in the documents tab in ProcureWare.

Example Projects	**Pricing**
Job A: Folded Brochure One 8½ x 11 sheet, printed 4/4, full bleed on 60# uncoated text or equivalent. Roll fold to 3-3/8 x 8 ½. File supplied in PDF format. Quantity 15,000. Sample Art File Name: Folded Brochure – ART FILE SAMPLE	$938.00
Job B: Booklet 16-page booklet self-cover, size 11" x 8.25", printed 4/4 on 100# dull text or equivalent. Saddle stitched. File provided in PDF format. Quantity 5,000. Sample Art File Name: Booklet – ART FILE SAMPLE	$1,875.00
Job C: Postcard Printing & Mailing Prep Finished size 8.5" x 5.5" Printed 1/1, white edge on 110# Index Cover or equivalent. File provided in PDF Format. Mailing List would be provided. Barcode and recipients mailing information to be printed on the postcard. Include all costs associated with printing and mailing prep, excluding postage amount. Quantity 10,000 Sample Art File Name: Post Card – ART FILE SAMPLE	$1,000.00 Mailing: $1,594.00
Job D: Door Hanger 4.25 x 11 Die cut door hanger with perforation line 2" from bottom, printed 1 color, 1 side on 110# Lunar Blue or equivalent. File supplied in PDF format. Qty: 5,000 Sample Art File Name: Door Hanger – ART FILE SAMPLE	$1,250.00

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 applies:

- ☐ **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 -E-** exemption for farmers & gardeners
- ☐ **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:
- ☒ **SMC 08.01.195 -D-** seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Susan Kitzmiller hereby do certify to the City of Spokane that the business I represent, known as PS2 Group, LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Signature [signature] Title OWNER

Email susan@ps2group.net Phone 206-714-3025

Address 2119 5th Place City, State, Zip Snohomish, WA 98290

Date 7-2-26 UBI# 606-183-182
(Washington State, if available)

For Internal Use Only

Approved ☑ Rejected ☐

If rejected, provide reason:

Reviewed By: Renee Barton Date: 7/2/26

Rev APRIL 2026

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2026

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).

PRODUCER	CONTACT NAME: Ben Miller	
Pacific Crest Services, LLC DBA: The Miller Insurance Agency 3301 Hoyt Ave. Everett, WA 98201	PHONE (A/C, No, Ext): (877)277-9036	FAX (A/C, No): (425) 212-3506
	E-MAIL ADDRESS: steve@the-millerinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fidelity & Guaranty Insurance Company	35386
INSURED	INSURER B :	
PS2 Group, LLC 2119 5th Place Snohomish, WA 98290	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00408401-0** **REVISION NUMBER: 10**

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		BIP-7Y229633-25-42	08/15/2025	08/15/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BIP-7Y229633-25-42	08/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

CERTIFICATE HOLDER

City Of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



(BEN)

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Workers' Comp Attestation

Date: 6/5/26

Department: Purchasing

Person Requesting: Katie Archer

Vendor/Contractor Name: PS2 Group

Type of Contract:

- [x] New
- [ ] Existing OPR#:_____

Worker's Compensation Insurance Acknowledgement

Workers' Compensation Insurance provisions in Chapter RCW 51. RCW require subject employers to provide workers' compensation coverage for all their subject workers for statutory dollar amounts. The contractor/vendor acknowledges that they have reviewed and understand the requirements of the Workers' compensation insurance requirements pertaining to all employers/businesses with no employees.

Vendor/Contract

Signature: Susan kitzmiller Susan Kitzmiller

Vendor/Contractor Printed

Name: Susan kitzmiller / PS2 Group Date: June 9, 2026

- [x] Approved
- [ ] Denied

Risk Signature: Stephanie Puckett Date: 6-10-26

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Consent

Council Meeting Date: 08/26/2026

Date Rec'd	7/10/2026		
Clerk's File #	OPR 2025-0544		
Cross Ref #			
Project #			
Submitting Dept	PURCHASING & CONTRACTS	**Bid #**	OMNIA#192163
Contact Name/Phone	JASON 232-8841	**Requisition #**	VB
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	MASTER VB WITH W.W. GRAINGER FOR MRO SUPPLIES		

Agenda Wording

Seeking Approval Of Additional $1,213,080 (including tax) through 12/31/2029

Summary (Background)

City Council approved OPR 2025-0544, 8/18/25, for a total amount of $400,000 through the period of 12/31/2029, resulting in a Master Value Blanket, VB301673, with W.W. Grainger to enable multiple City departments to procure Maintenance, Repair, and Operations (MRO) & Industrial Supplies, via Omnia Contract held by W.W. Grainger. Via the VB, all City departments' MRO purchases with Grainger are consolidated via one contracting instrument, enabling the tracking of items purchased by various City departments. A consolidated expenditure of $237,400 was incurred during the first 10-months, or $23,740 monthly. A total amount of $1,375,080 would be required to fund the VB for the remaining 42 months of the VB through 12/31/2029, resulting in an overall needed increase of $1,213,080, as there is currently $162,000 remaining on the VB.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected

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

A review of purchases, by Departments through Dec 31, 2029, over the master value blanket period could be conducted to assist in determining future contract requirements.

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?

MRO & Industrial Supplies are required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,213,080.00
Current Year Cost	**$** 1,213,080.00
Subsequent Year(s) Cost	**$**

Narrative

Additional $1,213,080.00 Needed To Fund VB Through 12/31/2029

Amount		**Budget Account**
Expense	**$** 1,213,080.00	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PRINCE, THEA	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA	**PURCHASING**	PRINCE, THEA
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	TPRince@spokanectiy.org
RRinderle@spokanecity.org	JNechanicky@spokanecity.org
Laga@spokancity.org	

License Information:

New search Back to results

Entity name: W.W. GRAINGER, INC.

Business name: GRAINGER

Entity type: Profit Corporation

UBI #: 409-001-247

Business ID: 001

Location ID: 0010

Location: Active

Location address: 5706 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0912

Mailing address: 251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident	T12016245BUS			Active	Aug-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Aug-31-2026	Dec-22-2017

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADKINS, RODNEY C.	
CHUN HUGHES, JOANNE	
HAILEY, V. ANN	
HOWARD, JOHN L.	

Owners and officers	Title
JASPON, KATHERINE D.	
LEVENICK, STUART L.	
MACPHERSON, DONALD G. G	
NOVICH, NEIL S.	
PEREZ, BEATRIZ R.	
ROBERTS, MICHAEL J.	
SANTI, SCOTT E.	
WATSON, LUCAS E.	
WHITE, STEVEN A.	
WILLIAMS, SUSAN SLAVIK	

Registered Trade Names

Registered trade names	Status	First issued
GRAINGER	Active	Mar-24-1999
IMPERIAL SUPPLIES LLC	Active	Aug-03-2011
W.W. GRAINGER INC.	Active	Aug-28-1989

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/10/2026 11:32:35 AM

Contact us

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Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	8/11/2026		
Clerk's File #	ORD C36924		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE REDUCING DEMOLITION PERMITS FOR STRUCTURES DAMAGED		

Agenda Wording

An ordinance reducing demolition permits for structures damaged in the Spokane Complex fires; amending the Development Fee Schedule as referenced in Chapter 08.02 of the Spokane Municipal Code; and declaring an emergency

Summary (Background)

This ordinance amends the Development Fee Schedule to reduce demolition permit fees for structures damaged in the Spokane Complex fires.

What impacts would the proposal have on historically excluded communities?

The purpose of this ordinance is reduce demolition permit fees for applicants as a result of the Spokane Complex fires.

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?

Demographic data is not collected for demolition permits.

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

Permit data is collected by the Development Services Department and presented to the City Council monthly.

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?

SMC 04.02.010(B)(6)

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO C36924

An ordinance reducing demolition permits for structures damaged in the Spokane Complex fires; amending the Development Fee Schedule as referenced in Chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, Mayor Brown issued Executive Order 2026-0004 titled "Executive Order for Declaration of Emergency in Response to the Old Trails Fire" and dated August 1, 2026, and the Mayor's Executive Order 2026-0005, titled "Executive Order for Declaration of Emergency in Response to the Spokane Complex Fires," and dated August 4, 2026 (collectively hereafter the "Executive Orders"); and

WHEREAS, the Old Trails Fire, the Autumn Lane Fire, and the Fairview Fire (collectively the "Spokane Complex Fires") led to the evacuation of thousands of Spokane residents and damaged or destroyed hundreds homes and structures; and

WHEREAS, the City desires to immediately reduce demolition permits for structures damaged by the Spokane Complex Fires; and

WHEREAS, the destruction arising from the Spokane Complex Fires, and the resulting need for an expedient process for demolition of damaged structures, was sudden and unexpected, and requires immediate action to prevent or mitigate the harm to the community from structures needing immediate demolition; and

WHEREAS, the City of Spokane has already begun reducing fees for demolition necessary from the Spokane Complex Fires, and the normal course of legislative procedures of the City Council cannot timely assure authorization for reduced fees, and this ordinance needs immediate effect to prevent harm to the community or government functions;

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, and safety and for the immediate support of City government and its existing public institutions consistent with Section 19 of the City Charter;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of the immediate amendment to the Development Fee Schedule

pursuant to Section 01.01.080 of the Spokane Municipal Code and Section 19 of the Spokane City Charter.

Section 2. That the Development Fee Schedule in Section 08.02.012 and Chapter 08.02 of the Spokane Municipal Code is amended to read as follows:

Development Fee Schedule 2026

Automatic Annual Adjustment
Effective January 1, 2026, and the first January of each year thereafter, the development fees shall be adjusted by the City of Spokane Building Official for an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers (ECI GW) with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class BC (CPI-U West BC) with a weight of 0.3. The calculated adjustment factor shall not exceed the three-year average of the weighted values from the previous periods. The new determined fees will be rounded to the nearest dollar if they are over $100 and the nearest dime if they are below. Rounded fees shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective. No other fee schedules shall be affected by such automatic adjustments unless expressly noted. Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.
All hourly and other variable fees are based on the designated metric or fraction thereof.

Development Fee Schedule	Fee Amount
Shared Fees	
Processing/Application Fee (*except as otherwise identified*)	$65.00
Technology Fee	2.5%
Development Services Review Fee	$119.00
Re-Inspection Fee	$156.00
Work Beyond Scope of Permit	$156.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or $311
Inspection Outside Normal Working Hours (2-hr minimum)	$119.00 per hour
Additional, Excessive, Phased Reviews	50% Original Review Fee
Additional, Excessive, Phased Inspections	$109.00
Trade Review	$119.00 per hour
Refund Administration Fee - Plan Review and Processing/Application Fees are non-refundable, no refunds of less than $30 unless City error.	N/A
State Building Code Fee	State Determined Fee
Permit or Application Extension Fee	$46.60
Recording Fee	County Determined Fee
State Environmental Policy Act (SEPA)	
SEPA Environmental Checklist Initial Review	$518.00
Threshold Determination of MDNS	$337.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	$3,365.00
Public Notice	Actual Cost

Environmental Document Reproduction	Actual Cost
Appeal Fees	
Appeal of Administrative Decision to Hearing Examiner	$363.00
Exception: Junk Vehicle Determination Appeal	$208.00
Appeal of Hearing Examiner Decision to City Council	$725.00
Appeal Preparation Fee	Actual Cost
Request for Reconsideration	$259.00
Blasting Licenses and Permits	
Blaster's License	$57.00
Blasting Permit	$285.00
Boiler and Gas Heating Mechanic License Fees	
License Application and Examination Fee	$114.00
Annual License Fee	$57.00
Annual Inspector License Fee	$57.00
Boiler Installation Inspection Fees	
Low Pressure & Hot Water Boiler < 500,000 BTUs	$163.00
LP & HWB 500,000 to < 2,000,000 BTUs	$275.00
LP & HWB 2,000,000 BTUs and greater	$440.00
Power Boilers < 1,000,000 BTUs	$440.00
Power Boilers from 1,000,000 to < 5,000,000 BTUs	$880.00
Power Boilers 5,000,000 BTUs and greater - Base	$880.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	$26.00
Electric Boiler less than or equal to 250 kw	$259.00
Unfired Pressure Vessel	$62.10
Boiler Operating Permit & Accessory Fees	
Boilers - Base City Inspected Operating Permit Fee	$88.00
Boilers - per Vessel	$36.20
Hydrostatic Pressure Test	$150.00
Repair Inspections - Hourly	$119.00
Building Permit Fees	
$1 - $2,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Variable per $1000 over $2000	$13.00
$25,001 - $50,000 Job Value Fee - Base	$372.00
$25,001 - $50,000 Job Value Fee - Variable per $1000 over $25,000	$10.00
$50,001 - $100,000 Job Value Fee - Base	$622.00
$50,001 - $100,000 Job Value Fee - Variable per $1000 over $50,000	$7.00
$100,001 - $500,000 Job Value Fee - Base	$972.00
$100,001 - $500,000 Job Value Fee - Variable per $1000 over $100,000	$5.00
$500,001 - $1,000,000 Job Value Fee - Base	$2,972.00
$500,001 - $1,000,000 Job Value Fee - Variable per $1000 over $500,000	$4.00

Over $1,000,000 Job Value Fee - Base	$4,972.00
Over $1,000,000 Job Value Fee - Variable per $1000 over $1,000,000	$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee
*Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Accessory Structures & Additions	25% of Job Value Fee
Revision Review Fee - Hourly	$119.00 per hour
Plan Review for SFR & Duplex Accessory Structure Remodels	25% of Job Value Fee
Demolition of SFR or Duplex	$46.60
Demolition of Other Structures - Per 1,000 Sq Ft - [maximum fee $450]	$46.60
Demolition of Residential Accessory Structures - (i.e. -garages, pools)	$36.20
Demolition Permit for structures damaged in the Spokane Complex Fires of 2026 (No Processing Fee or Technology Fee will be added; only addition of the $6.50 State Building Code Fee)	$28.50
*Additional fees may be required for historically eligible or listed properties in accordance with **Historic Preservation's** Fee Schedule	
Fence Permit Fee per 100 linear feet or fraction thereof	$20.00
Grading Permit Fee for 10,000 cubic yards or less	$150.00
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	$31.10
Grading Plan Review for 1,000 cubic yards or less	$78.00
Grading Plan Review for 1,001 - 100,000 cubic yards	$197.00
Grading Plan Review for each 10,000 cubic yards over 100,000	$10.40
Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	$48.70
Sign Permit Fee for Pole and Billboard - Per Sign	$121.00
Sign Review Fee	$119.00
Factory Built Housing - Per Section	$78.00
Manufactured (Mobile) Home - Per Section	$78.00
Temporary Structures - 1st 180 days	$259.00
Temporary Structures - 2nd 180 days	$570.00
Relocation Determination Fee	$78.00
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	$98.40
Swimming Pool Permit Fee (for all others)	$223.00
Adult Family Home Inspection	$254.00
Family Home Child Care Capacity Inspection	$254.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	$119.00 per hour
Safety Inspection - SFR, Electrical Only	$98.40
Safety Inspection - SFR, 2 or more categories	$197.00
Safety Inspection - Duplex	$254.00
Safety Inspection - Multi-Family 3 to 6 units	$327.00
Safety Inspection - Multi-Family over 6 units - Base	$327.00

Safety Inspection - Multi-Family over 6 units – Variable per unit over 6	$36.20
Electrical Service Reconnect - Residence	$41.40
Electrical Service Reconnect - Commercial	98.40
Expired Building Permit Renewal when No Inspections	100% of Permit Fee
Expired Building Permit Renewal when Foundation Approved	75% of Permit Fee
Expired Building Permit Renewal when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Renewal with Additional Work	Job Value Fee
Expired Plumbing Permit Renewal when No Inspections	100% of Permit Fee
Expired Plumbing Permit Renewal when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Renewal when No Inspections	100% of Permit Fee
Expired Mechanical Permit Renewal when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Renewal when No Inspections	100% of Permit Fee
Expired Electrical Permit Renewal when Rough-Ins/Service Approved	25% of Permit Fee
Certificate of Occupancy Fees	
For Change of Occupancy when no work is required	$93.20
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	$518.00
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	$259.00
Solar Fees	
SFR-Duplex Solar Plan Review Fee (DSC)	$78.00
SFR-Duplex Solar Inspection Fee (DSC)	$156.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
Fire Review and Inspection Fees assessed in accordance with the Fire Codes	See Fire Code
Electrical Permit Fees	
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	$5.00
New Square Footage over 5,000 sq ft - Base	$250.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	$3.00
Alterations/Wiring of Existing Space (per circuit)	$7.20
Light Standard	$10.40
Service, 1-200 Amps	$52.00
Service, 201-400 Amps	$64.20
Service, 401-600 Amps	$78.00
Service, 601-800 Amps	$90.10
Service, 801-1,000 Amps	$104.00
Service, Over 1,000 Amps - Base	$104.00
Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps	$7.20
Service, Over 600V, Surcharge	$62.10
Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.)	$13.50
Temporary Service	$46.60
Transformer - Base	$41.40
Transformer - Variable per 200 Amps or fraction thereof	$12.40

Generator (emergency, standby, and resource recovery) - Base	$41.40
Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof	$12.40
**Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service*	NA
Feeder or Subpanel	$20.70
Ground Work-Ground Ufer	$31.10
Extensive Ground Work	$109.00
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	$2,300.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	$4,600.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	$6,900.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	$8,200.00
Load Test	$46.60
Energy Storage Systems	$52.00
Elevator Permit Fees	
Install: Elevator, Escalator, or Moving Walk $5,000 Value or Less	$259.00
Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value - Base	$259.00
Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Variable per $1,000 in valuation over $5,000	$4.10
Install: Stair Climber or Platform Lift	$91.10
Install: Dumbwaiter or Material Lift	$184.00
Install: Temporary Personnel Hoist (Construction Lift)	$363.00
Operating Permit: Hydraulic Elevator - Annual, Base	$184.00
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	$22.80
Operating Permit: Cable Elevator - Annual, Base	$366.00
Operating Permit: Cable Elevator - Annual, Variable per stop over two	$22.80
Operating Permit: Escalator or Moving Walk	$366.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	$91.10
Alteration or Repair: $5,000 Value or Less	$259.00
Alteration or Repair: > $5,000 Value - Base	$259.00
Alteration or Repair: > $5,000 Value – Variable for each $1,000 over $5,000	$4.10
Elevator Reinspection: Hourly	$119.00
Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	$184.00
Document Replacement Fee	$65.00
Temp Hoist: Semi-Annual or Jump Inspection	$184.00
Temp Hoist: Semi-Annual Operating Permit	$184.00
Temporary Operating Permit Fee - Base	$119.00
Temporary Operating Permit Fee – Variable per stop over two	$15.50
Plan Review for Installs and Major Alterations	$119.00
Variance Request w/ Site Visit - Base	$184.00
Variance Request w/ Site Visit - Variable	$91.10
Variance Request via Desk Evaluation (w/o site visit)	$91.10
Technical Advice Site Visit Fee - Base	$184.00
Technical Advice Site Visit Fee – Variable per hour more than two	$91.10
Decommissioning Conveyance Fee	$184.00
Re-Commissioning Conveyance Fee - Base	$184.00

Re-Commissioning Conveyance Fee – Variable per hour more than two	$91.10
Operating a Conveyance w/o Permit: 30 Day Penalty Fee *Conveyances in operation without a permit more than 120 days may be* *removed from service by the inspector*	$170.00
Mechanical Permit Fees	
Air Handler (per 10,000 cfm or fraction of)	$17.60
Clothes Dryer (Gas)	$15.50
Ductwork System	$15.50
Evaporative Cooler	$15.50
Gas Log	$15.50
Gas Piping: per outlet	$4.10
Water Heater	$15.50
Hot Water Tank Heat Pump	$15.50
Heat Pump, Compressor, or A/C: less than 15 tons	$23.80
Heat Pump, Compressor, or A/C: 15 to 50 tons	$46.60
Heat Pump, Compressor, or A/C: Over 50 tons	$78.00
Heating Equipment: 1 to 100,000 BTUs or 32 kW	$17.60
Heating Equipment: More than 100,000 BTUs or 32 kW	$26.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	$72.50
Hood: Type II	$15.50
Hydronic Piping: per outlet	$4.10
Miscellaneous (items not covered elsewhere)	$15.50
Propane Tanks	$15.50
Range/Cooking Equipment (Gas)	$15.50
Refrigeration or Absorption System: 1 - 500,000 BTUs	$26.00
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	$46.60
Refrigeration or Absorption System: Over 1,750,000 BTUs	$78.00
Unlisted or Unused Appliance: Up to 400,000 BTUs	$78.00
Unlisted or Unused Appliance: Over 400,000 BTUs	$130.00
Vent Fans	$10.40
Wood/Pellet Stove or Insert	$41.40
Electrical Disconnects/Reconnects for HVAC replacements and thermostat wiring are assessed at the "*Alterations… per circuit*" rate found within the Electrical Permit Fees.	
Plumbing Permit Fees	
Per Plumbing Fixture on a trap	$13.50
*** Includes, *but is not limited to*, installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	
Medical Gas Outlet	$13.50
Sewage Ejector	$13.50
Vacuum Breaker/Backflow Device	$13.50
Miscellaneous (plumbing not covered elsewhere)	$13.50
Water Heaters are covered within Mechanical Permit Fees	
Code Enforcement: Existing Building and Conservation Code Fees	
General: Bill equal to all costs and expenses incurred by City	Cost Incurred

Boarding and Securing	Cost Incurred
Property Monitoring	$300.00
Annual Hearing Processing Fee - First Year	$2,000.00
Annual Hearing Processing Fee - Each Subsequent Year	$5,000.00
Code Enforcement: Obstruction From Vegetation and Debris Fees	
Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	$250.00
Code Enforcement: Existing Building and Conservation Code Fees	
Annual Foreclosure Property Registration Fee	$350.00
Sidewalk Café Fees	
Sidewalk Café Annual Fee	$156.00
Site Modification Review Fee	$285.00
Initial Review Fee	$311.00
Parklets and Streateries	
Annual License Fee	$156.00
Site Modification Review Fee	$285.00
Initial Review Fee	$311.00
Refundable Cash Bond	$1,000.00
2-hour zone per square foot per month	$3.04
4-hour and all-day zones per square foot per month	$2.05
Time-restricted fee parking	$1.05
Device Removal and Replacement Fee - Single Space Meter	$60.00
Device Removal and Replacement Fee - Dual Space Meter	$120.00
Device Removal and Replacement Fee - Kiosk	$500.00
Streets and Airspace Fees	
Skywalk Application to Hearing Examiner	$7,413.00
Skywalk Annual Inspection	$609.00
Skywalk Renewal (within 20 years of permit issuance)	$2,371.00
Street Address Assignment	$15.50
Street Address Change	$63.20
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	$156.00
ROW Obstruction: Long-term (more than 20 days) per square foot per month	$0.20
ROW Obstruction: With Excavation 1-3 Days	$156.00
ROW Obstruction: No Excavation 1-3 Days	$41.40
ROW Obstruction: No Each Additional Day	$20.70
Master Annual Permit	Expense based
Obstruction W/O Permit or Exempt Notification	$518.00
Work Beyond Scope of Permit	$259.00
No Fee for Activities Done Under City Contract	$0.00
Traffic Control Plan Review Fee	$81.00
Building Move Permit	$179.00
Road Oiling (and other dust palliatives)	$162.00

Street Vacation Application Fee	$645.00
Approach Permit: Commercial	$54.00
Approach Permit: Residential Driveway	$32.10
IT Plan Review for Fiber Projects	$98.40 per hour
House Move Rescheduling Fee – *This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff had already been made*.	$65.00
Oversize or Overweight Movements	
Oversize Load - Per 30 Days or fraction of	$81.00
Overweight Load (on specified route) - Per 30 Days or fraction of	$121.00
Superload - Per Trip	$121.00
(Engineering) Private Construction Plan Review Fee Table:	
$1 - $10,000 Job Value Fee	$300.00
$10,001 - $50,000 Job Value Fee - Base	$300.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$15.00
$50,001 - $100,000 Job Value Fee - Base	$900.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$13.00
$100,001 - $500,000 Job Value Fee - Base	$1,550.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$10.50
$500,001 - $1,000,000 Job Value Fee - Base	$5,750.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$9.50
Over $1,000,000 Job Value Fee - Base	$10,500.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$8.75
Additional Review (for excessive plan changes)	$119 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	$259.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	$259.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	$415.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	$10.40
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	$518.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	$10.40
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	$725.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	$10.40
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	$259.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	$518.00
Complex Stormwater Systems Review: Under 10 lots - Base	$518.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	$10.40
Complex Stormwater Systems Review: 10 - 100 lots - Base	$777.00
Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	$15.50
Complex Stormwater Systems Review: Over 100 lots - Base	$1,036.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	$15.50
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	$518.00

Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	$1,036.00
Storm Sewer Review - in accordance with subsection (A) above.	No Charge
Waiver or Variance Review	$119.00
Site Development Plan Review	$259.00
Traffic Impact Analysis Review Fee	$208.00
Hydraulic Analysis Review Fee	$601.00
(Engineering) Private Construction Inspection Fee Table:	
$1 - $5,000 Job Value Fee	$500.00
$5,001 - $10,000 Job Value Fee	$1,000.00
$10,001 - $50,000 Job Value Fee - Base	$1,000.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$25.00
$50,001 - $100,000 Job Value Fee - Base	$2,000.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$20.00
$100,001 - $500,000 Job Value Fee - Base	$3,000.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$15.00
$500,001 - $1,000,000 Job Value Fee - Base	$9,000.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$10.00
Over $1,000,000 Job Value Fee - Base	$14,000.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$5.00
Non-Typical, Specialty Project Inspection	$119.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	$119.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
Multi-Family Housing Property Tax Incentive Program	
Multi-Family Tax Exemption (MFTE) Application	$1,000.00
MFTE Extension Application	$1,000.00
MFTE Final Certificate	$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	$500.00
Shorelines Management	
$2,500 - $10,000 Project Value Fee	$1,243.00
$10,001 - $50,000 Project Value Fee	$1,657.00
$50,001 - $250,000 Project Value Fee	$3,106.00
$250,001 - $1,000,000 Project Value Fee	$6,005.00
Over $1,000,000 Project Value Fee - Base	$7,248.00
Over $1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	$2,382.00
Conditional Use Fee	$2,071.00
Pre-Submittal Review	$622.00
Shoreline Exemption Fee	$622.00
Permit Amendment Fee	80% of fee in this

	schedule
Plats	
One-Year Extension of Preliminary Plat Approval	$518.00
Phasing of Approved Preliminary Plat	$622.00
Vacation of Approved Preliminary Plat	$829.00
Final Long Plat - Base	$3,422.00
Final Long Plat - Additional fee per lot	$30.00
Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule
Final Short Plat Filing Fee	$2,352.00
Final Short Plat Filing Fee - Additional fee per lot	$30.00
Final Short Plat Filing Fee with Minor Engineering Review	$350.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	$30.00
Final Binding Site Plan	$3,075.00
Final Binding Site Plan - fee per additional acre	$30.00
Boundary Line Adjustment Filing Fee	$384.00
Street Name Change	$2,589.00
Use of Planning Staff Not Covered by Plat Fees	$119.00
Concurrency Inquiry Application	$208.00
Zoning	
Staff Preparation of Notification Map and Associated Documents	$215.00
Type I Application	$1,124.00
Type II Application	$4,478.00
Type II Application - per additional acre	$62.10
Type II Application with Minor Engineering Review	$1,124.00
Type III Application	$4,752.00
Type III Application - per additional acre	$223.00
Site Plan Review and/or Modification	$844.00
Site Plan Review and/or Modification - per additional 10 acres	$570.00
Planned Unit Development (PUD) Bonus Density	$912.00
Final PUD	$3,412.00
Temporary Use Permit	$699.00
Floodplain Development Permit	$1,180.00
Floodplain Development Permit -per additional acre	$57.00
Formal Written Interpretation of Zoning Code	$753.00
Public Hearing for Other Matters	$1,962.00
Use of Planning Staff Not Covered by Above Fees - Hourly	$119.00
Zoning Verification Letter	$119.00
Design Review	
Design Review by Urban Design Staff	$600.00
Design Review by Design Review Board	$1,275.00
Comprehensive Plan and Land Use Code Amendments	
Threshold Review Fee	$500.00

Comp Plan, Map, Text, or other Land Use Code Amendment - Base	$7,000.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	$1,075.00
Use of Planning Staff Not Covered by Above Fees	$119.00
Formal Written Interpretation of Comp Plan	$1,075.00
Short Term Rental License Fee	
Registration for STR - Residential Zone - Application	$200.00
Registration for STR - Residential Zone - Renewal	$100.00
Registration for STR - Other Zone - Application	$300.00
Registration for STR - Other Zone - Renewal	$150.00

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

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

Section 5. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety and/or for the immediate support of City government and its existing public institutions, and because of such need, this ordinance shall be effective immediately under Section 01.01.080 and Section 19 of the City Charter if passed by a vote of one more than a majority of the Council.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/29/2026
		Clerk's File #	ORD C36918
		Cross Ref #	
Council Meeting Date: 08/26/2026		**Project #**	
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	JEFF TEAL 625-6553	**Requisition #**	
Contact E-Mail	JTEAL@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – INTERMODAL FACILITY ELEVATOR		

Agenda Wording

Amending Ordinance No. C36794, Entitled in Part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", And amending it to Modernize Three Elevators at the Intermodal Facility, And Declaring an Emergency.

Summary (Background)

The Intermodal Facility provides public transit access for both AMTRAK and Greyhound customers on a 24x7 schedule. The facility has three service elevators that serve both the public and tenants. All three elevators have outdated controls and mechanical systems. These systems continue to fail. Replacement parts have become obsolete with repair times exceeding 90 days. These elevators support the public and are required to meet Americans with Disabilities Act (ADA) access. The long repair times create a situation where the facility repeatedly fails to provide required ADA access. Waiting until 2027 or later creates a high-risk situation for an ADA violation. 5904-71300-99999-37910-81008 - $142,358.67 (Greyhound) 5904-71300-99999-37910-81090 - $142,505.74 (Amtrak) 5904-71300-94180-56301-89006 - $159,808.70 5904-71300-94180-56301-81008 - $142,358.67 (Greyhound) 5904-71300-94180-56301-81090 - $142,505.74 (Amtrak

What impacts would the proposal have on historically excluded communities?

The Intermodal Facility serves a historically underserved, low income, population. This population is a cross section of ethnicity, income levels, and age groups.

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?

No data will be collected, but the transit center provides over 40,000 boarding for public transit each year, limiting access problems and complaints can be quantified through incident reports with the security service.

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

No data will be collected, but the transit center provides over 40,000 boarding for public transit each year, limiting access problems and complaints can be quantified through incident reports with the security service.

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 Intermodal Facility serves a historically underserved, low income, population with multiple transportation avenues. Public transit is commonly recognized as one of the most sustainable transportation options available.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 444,673.11
Current Year Cost	$ 444,673.11
Subsequent Year(s) Cost	$

Narrative

A majority of the cost is offset by $284,864.41 in revenue from Amtrak and Grayhound. The net cost to the City is only $159,808.70.

Amount		Budget Account
Revenue	$ 142,358.67	# 5904-71300-99999-37910-81008
Revenue	$ 142,505.74	# 5904-71300-99999-37910-81090
Expense	$ 159,808.70	# 5904-71300-94180-56301-89006
Expense	$ 142,358.67	# 5904-71300-94180-56301-81008
Expense	$ 142,505.74	# 5904-71300-94180-56301-81090
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No, revenue is from third-party billing and remaining offset of $146K is from fund balance No, revenue is from third-party billing and remaining offset of $146K is from fund balance No, revenue is from third-party billing and remaining offset of $146K is from fund balance

Expense Occurrence	One-Time

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

None; one-time modernization/repairs to capital

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	**MANAGEMENT &**	MILLER, JACOB
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO C36918

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO MODERNIZE THREE ELEVATORS AT THE INTERMODAL FACILITY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Facilities Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

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

1) Increase revenue by $284,864.41.
A) Of the increased revenue, $284,864.41 is provided solely from Amtrak and Greyhound as private contributed capital.

2) Increase appropriation by $444,673.11.
A) Of the increased appropriation, $444,673.11 is provided solely for other capital improvements.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to modernize three elevators at the Intermodal Facility to ensure compliance with the Americans with Disabilities Act (ADA), and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	7/22/2026
Clerk's File #	ORD C36919
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	MATT BOSTON X6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – MID-YEAR SBO TO FUND THE SCRAPS ILA

Agenda Wording

Amending Ordinance No. C36794, Entitled In Part, "An Ordinance Adopting A Mid-Biennial Modification Budget For The City Of Spokane", and amending it to appropriate funding from various sources to increase budget authority in an amount sufficient to reflect the increased cost of the new interlocal agreement with Spokane County (SCRAPS) for the provision of animal care and control services, and declaring an emergency.

Summary (Background)

This ordinance provides funding to support the increased cost of the City's new Interlocal Agreement (ILA) with Spokane County (SCRAPS) for animal care and control services by transferring the remaining balances from three inactive City funds to the General Fund. Additionally, the General Fund is taking back excess property tax revenue from the Pension Contributions Fund. The ILA with the County for SCRAPS was signed after the 2026 budget was proposed, so the additional cost is not currently reflected in the budget. The Real Estate Rental Fund and Local Law Enforcement Block Grant Fund are no longer needed, and their remaining balances are being transferred to the General Fund. The remaining balance of the Reprographics Fund is also being transferred to the General Fund because a former Reprographics position was reassigned to the Communications department, where the employee continues to provide services formerly provided by Reprographics. Transferring the remaining fund balance to the General Fund allows those remaining resources to continue supporting the ongoing cost of that position while also providing the needed funding for the SCRAPS agreement. These three funds will be closed once this transfer has been executed.

What impacts would the proposal have on historically excluded communities?

The services provided by SCRAPS benefit the entire community, including those that have historically been excluded.

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?

SCRAPS collects data.

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

SCRAPS collects data.

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

This funding is applied to SCRAPS which aligns with Social Health #6 (SH 6, Safety) of the Comprehensive Plan. The ILA promotes safety of the community and the animals within.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 800,596
Current Year Cost	$ 800,596
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Revenue	$ 800,596	# 0020-88100-99999-3977X-99999
Expense	$ 800,596	# 0020-88100-54300-54201-99999
Expense	$ 500,000	# 1350-85020-97101-80101-99999
Expense	$ 122,140	# 1520-99999-97101-80101-99999
Expense	$ 4,995	# 1530-30210-97101-80101-99999
Expense	$ 173,461	# 5400-30210-97101-80101-99999

Funding Source	One-Time
Funding Source Type	Reserves

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

No, these transfers will close three of the respective funds.

Expense Occurrence	Recurring

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

A recurring funding source will need to be identified to pay for the SCRAPS ILA going forward.

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	**MANAGEMENT &**	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

jmiller@spokanecity.org	jstratton@spokanecity.org
mboston@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO. C36919

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO APPROPRIATE FUNDING FROM VARIOUS SOURCES TO INCREASE BUDGET AUTHORITY IN AN AMOUNT SUFFICIENT TO REFLECT THE INCREASED COST OF THE NEW INTERLOCAL AGREEMENT WITH SPOKANE COUNTY (SCRAPS) FOR THE PROVISION OF ANIMAL CARE AND CONTROL SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

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

1) Increase revenue by $800,596.
A) Of the increased revenue, $122,140 is provided solely from an operating transfer-in from Real Estate Rental Fund.
B) Of the increased revenue, $4,995 is provided solely from an operating transfer-in from Local Law Enforcement Block Grant Fund.
C) Of the increased revenue, $173,461 is provided solely from an operating transfer-in from the Reprographics Fund.
D) Of the increased revenue, $500,000 is provided solely from an operating transfer-in from the Pension Contributions Fund.

2) Increase appropriation by $800,596.
A) Of the increased appropriation, $800,596 is provided solely for contractual services.

Section 2. That in the budget of the Pension Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $500,000.
A) Of the increased appropriation, $500,000 is provided solely for an operating transfer-out to the General Fund.

Section 3. That in the budget of the Real Estate Rental Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $122,140.
A) Of the increased appropriation, $122,140 is provided solely for operating transfer-out to the General Fund.

Section 4. That in the budget of the Local Law Enforcement Block Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $4,995.
A) Of the increased appropriation, $4,995 is provided solely for operating transfer-out to the General Fund.

Section 5. That in the budget of the Reprographics Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $173,461.

A) Of the increased appropriation, $173,461 is provided solely for operating transfer-out to the General Fund.

Section 6. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate funding from various sources to increase budget authority in an amount sufficient to reflect the increased cost of the new interlocal agreement with Spokane County (SCRAPS) for the provision of animal care and control services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/21/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	7/8/2026		
Clerk's File #	RES 2026-0056		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXCELSIOR WELLNESS DEVELOPMENT AGREEMENT RESOLUTION		

Agenda Wording

A resolution approving the final Development Agreement for Excelsior Wellness.

Summary (Background)

Excelsior Wellness was granted a Comprehensive Plan Amendment for their properties on West Indian Trail in December 2024, provided they execute a Development Agreement with the City to establish certain requirements and limitations (see Ordinance C36613). As it has taken longer than anticipated to negotiate this Development Agreement, an Ordinance amending the timeline in the original Ordinance is required, as proposed by this agenda item. Additionally, negotiation of the Development Agreement is now complete and ready for final approval by City Council. The pertinent portions of the Development Agreement have been considered by the Spokane Plan Commission. The Plan Commission held a hearing on August 13, 2025, during which they voted unanimously to recommend City Council approve the Development Agreement.

What impacts would the proposal have on historically excluded communities?

None. The project location is not known to contain or impact 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?

No long-term tracking or analysis is required is required or proposed.

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

As a matter of normal business, the Planning Department tracks development in the City over time and its consistency/applicability to local policies and programs, including consistency with the Community's vision described and implemented by the Comprehensive Plan.

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 proposal is a following action required by the terms of an adopted Comprehensive Plan Amendment. At multiple points along the process, it has been determined to be consistent with the Comprehensive Plan, per Plan Commission Findings.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

There are no direct costs of this proposal. The applicant will be required to pay all development impact fees at the time of development.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	BLACK, TIRRELL		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	kfreibott@spokanecity.org
eking@spokanecity.org	mkapaun@spokanecity.org

RESOLUTION 2026-0056

A resolution approving a Development Agreement for five parcels in the Balboa/South Indian Trail neighborhood owned by Excelsior Wellness, located on W Indian Trail Road. This resolution approves the Development Agreement required by Ordinance C36613 as a condition of approval for Comprehensive Plan Amendment File Z23-479COMP.

WHEREAS, the Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z23-479COMP was submitted in a timely manner for review during the City's 2023/2024 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z23-479COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 32.05 acres from "Residential Low" to "Residential Moderate," "General Commercial," and "Conservation Open Space" for parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048; and

WHEREAS, the corresponding zoning designation requested was "Residential Multifamily (RMF)" for the portions designated "Residential Moderate," "Community Business, 55-foot height limit (CB-55)" for the portions designated "General Commercial," and "R1" for the portions designated "Conservation Open Space" or "Residential Low"; and

WHEREAS, City Council adopted RES 2024-0029 on March 25,2024, including Application Z23-479COMP in the 2024 Comprehensive Plan Amendment Work Program, and expanding the proposal to include consideration of portions of parcels 26261.3401, 26262.2620, and 26262.2621, totaling three additional acres; and

WHEREAS, a State Environmental Policy Act ("SEPA") Mitigated Determination of Non-Significance was issued on September 16, 2024, for the amendment to the Comprehensive Plan, the comment period for which ended on October 8, 2024; and

WHEREAS, the Spokane Plan Commission voted 8 to 0, with one abstention, to recommend approval of Application Z23-479COMP, conditioned upon their recommendation to remove parcel 26261.3401 from the proposal, apply the "Potential Open Space" designation instead of the "Conservation Open Space" designation, and execute a development agreement; and

WHEREAS, the Spokane Plan Commission held a public hearing on August 13, 2025 to discuss the development requirements in the Development Agreement, during which they voted unanimously to recommend City Council approve the DA with one change to a requirement—a

change which has since been agreed to by the applicant; andWHEREAS, the City Council approved ordinance C36613, the proposed Comprehensive Plan Amendment and changes to the Zoning Map, conditioned on the requirement that the applicant sign a development agreement with the City prior to those changes taking effect within one year of the effective date of the ordinance; and

WHEREAS, negotiation of that development agreement required more than one year to complete due to factors beyond the City's control; and

WHEREAS, the negotiations with the applicant are now complete and the Development Agreement meets the requirements set forth in Ordinance C36613; --

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves the proposed Development Agreement for Excelsior Wellness establishing certain requirements for development of the parcels listed in Exhibit A.

ADOPTED by the City Council this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A to the Resolution

Parcel 1: 26262.0018
Legal Description:
26-26-42, PTN OF NW1/4 OF NW1/4: BEG 119.39 FT S OF NE COR OF SE1/4; TH S 80DEG 35MIN W, 86.9 FT; TH S 28DEG 25MIN W, 109.7 FT; TH S 31DEG 08MIN W, 152.5 FT; TH S 40DEG 14MIN W, 92.9 FT; TH S 57DEG36MIN W, 207.4 FT TO NLY LN OF INDIAN TRAIL RD; TH SE ALG SD RD TO S LN; TH E TO SE COR; TH N TO POB

Parcel 2: 26262.0010
Legal Description:
26-26-42, PTN OF SW1/4 OF NW1/4 LYG NELY OF INDIAN TRAIL R D ANDS OF NEW SPOKANE CITY LIMITS

Parcel 3: 26262.0054
Legal Description:
26-26-42: A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMINGSTREET, ACCORDING TO PLAT OF PACIFIC HEIGHTS 9TH ADDITION; THENCE NORTH 48°51'50" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD, 258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THERIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THEPOINT OF BEGINNING: THENCE CONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW1/4 OF SAID SECTION 26; THENCE NORTH 89°26'06" WEST, 609.17 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE SOUTH 00°39'58" WEST, ALONG THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4,474.56 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INDIAN TRAIL ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO CALLS: 1) SOUTH 35°31'35" EAST, 163.22 FEET TO THE POINT OFCURVE OF A 915.44 FOOT RADIUS CURVE TO THE LEFT; 2) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°56'19", 110.86 FEET TO THE POINT OF BEGINNING.

Parcel 4: 26262.0055
Legal Description:
26-26-42: A PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMING STREET, ACCORDING TO PLAT OF PACIFICHEIGHTS 9TH ADDITION; THENCE NORTH 48°51'00" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD, 258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE,THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THE POINT OF BEGINNING: THENCECONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 89°26'06" EAST, 51.39 FEET ALONG THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26 TO THE EAST LINE OF THE OF THE WE 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 00°37'42" WEST, 547.97 FEET ALONG THE EAST LINE OF SAID W 1/2; THENCE SOUTH

48°13'25" EAST, 2.50 FEET; THENCE NORTH 24°04'21" EAST, 186.75 FEET; THENCE SOUTH 59°07'19" EAST, 85.54 FEET;THENCE SOUTH 88°49'05" EAST, 107.57 FEET; THENCE SOUTH 54°52'30" EAST, 94.09 FEET; THENCE SOUTH 19°28'50" EAST, 74.83 FEET; THENCE SOUTH 41°04'18" WEST, 245.90 FEET; THENCE SOUTH 50°50'52" EAST,257.11 FEET; THENCE SOUTH 38°53'14" WEST, 438.41 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID POINT LYING ON A 1,472.18 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OFWHICH BEARS SOUTH 44°32'59" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°23'59", 87.35 FEET; THENCE NORTH 48°51'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 640.16FEET TO THE POINT OF CURVE OF A 915.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°23'06", 102.01 FEET TO THE POINT OF BEGINNING.

Parcel 5: 26265.0048

Legal Description:

26-26-42 PTN OF SEC DAF; BEG AT MOST SWLY COR OF HILLSIDE PARK PUD &TRUE POB, TH NWLY ALG SLY LN OF SD PUD 965.04FT, TH NELY ALGSLY LN 90.04FT, TH NWLY ALG SLY LN 312.12FT, TH S 19DEG 28MIN 50SDS E 74.83FT, TH S 41DEG 04MIN 18SDS W 245.90FT, TH S50DEG 50MIN 52SDS E 257.11FT, TH S 38DEG 53MIN 14SDS W438.41FT M/L TO NLY R/W LN OF INDIAN TRAIL RD TH SELY ALGNLY R/W TO INTER WITH NLY R/W LN OF WEILE AVE, TH NLY & ELYALG SD NLY R/W LN OF WEILE AVE TO TRUE POB

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

EXCELSIOR WELLNESS DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Spokane, a Washington State municipal corporation (the "City") and Excelsior Wellness, a Washington not for profit corporation (the "Developer"), who are collectively referred to herein as the "Parties."

RECITALS

A. The Developer owns approximately 32.05 acres in five undeveloped parcels of land located in the City of Spokane (the "Property") which is legally described in Exhibit A attached hereto. The Developer plans to construct a development on the Property to be known as Excelsior Wellness, which will contain a mixture of residential, commercial, and public service uses in several buildings both existing and to-be-constructed on the parcels (the "Project").

B. As of the date of execution of this Agreement, the Project is consistent with the requirements of the City of Spokane Comprehensive Plan and applicable development regulations.

C. The Developer submitted an Application for a Comprehensive Plan Amendment on October 31, 2023, setting forth the amendments to the Land Use Plan Map and Zoning Map necessary to accomplish concept and basic framework of the complete build-out of the Project over the next decade or more (the "Application").

D. On September 16, 2024, a State Environmental Policy Act ("SEPA") Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was October 8, 2024. No comments on the SEPA determination were received.

E. On September 17, 2024, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

F. On September 20, 2024, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application, contingent upon the land use of "Potential Open Space" as opposed to "Conservation Open Space" as well as requirement for a development agreement that addresses the following suggested topics:

a. Site plan;

b. Circulation plan;

c. Development details for the City of Spokane Integrated Capital Management Department; and

d. Limitations on uses allowed in the commercial portions of the Application.

G. A Notice of SEPA Determination of Non-Significance and Plan Commission Hearing was published on September 25, 2024, in the Official Gazette and on September 25, 2024, and October 2, 2024, in the Spokesman Review.

H. On September 25, 2024, a Notice of Public Hearing and SEPA Determination was posted on the subject parcels and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

I. On October 9, 2024, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closing the verbal and written record, conducting deliberation on the application, and voting to recommend the City Council Approve this application.

a. Three members of the public testified in opposition citing concerns about neighborhood character, traffic on Indian Trail Rd, lack of clarity from Excelsior on their long-term intentions, and loss of wildlife habitat.

b. During deliberation, the Plan Commission voted 9 to 0 to condition their recommendation on removal of the portion of parcel 26261.3401 that was added by City Council during docketing from the proposal (leaving its land use and zoning "as is").

c. During deliberation, the Plan Commission also voted 9 to 0 to condition their recommendation on applying the Potential Open Space Land Use Plan Map designation instead of the Conservation Open Space designation to the open space portion of the Application.

d. During deliberation, the Plan Commission also voted 9 to 0 to condition their recommendation on the completion of a Development Agreement, pursuant to SMC 17A.060, that addresses the following:

i. Site plan;

ii. Multimodal circulation plan;

iii. Development details for the City of Spokane Integrated Capital Management Department;

iv. Limitations on uses allowed in the commercial portions of the Application; and

v. Emergency egress.

J. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

K. The Plan Commission adopted the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report") and found that the Proposal met the intent and requirements of the Comprehensive Plan.

L. The Developer desires assurances that it and its successors or assigns (as defined herein) may develop the Project in accordance with the conditions established in the Ordinance adopting the Comprehensive Plan Amendment and Zoning Map Amendment (Ordinance ORD C36613, attached as Exhibit B) and the Applicable Rules (as defined herein). The potential loss of anticipated revenue associated with the risk and uncertainty that the City might halt the Project at a point short of total build-out, defer or delay completion of the Project, or apply new ordinances, rules, regulations or official policies governing land use to the Project in such a manner as to significantly increase the cost or reduce the size of the Project, could, in the absence of this Agreement, deter and discourage the Developer from making a long-term commitment to the implementation of the Project. Accordingly, the Developer cannot prudently develop the Project without assurance that it will be able to complete the Project in accordance with the Approval, and it is this assurance that provides part of the inducement to the Developer to agree to commit the land and financial resources represented by the Project, including expenditures required to satisfy the conditions of the Approval.

M. Development Agreements are specifically authorized by RCW 36.70B.170-210 as a proper exercise of the City's police power.

N. It is the intent of the Parties that the benefits and burdens of this Agreement shall be enjoyed by the Developer, and the Developer's successors and assigns, up to and including each successor who shall take fee simple title or beneficial possession of the whole of the Project or a particular parcel thereof and who shall receive from the City the first building permit to be issued for that particular parcel. Future residential uses are exempt from this Agreement, but non-residential uses are bound to the terms of this Agreement in the event that the property is sold, including but not limited to those owners who purchase a parcel or lot within the Project on which a residence or permanent structure comprising a portion of the Project has ,been constructed.

O. Pursuant to RCW 36.70B.170, the Developer represents that it is vested with ownership or control over that real property identified in the attached Exhibit "A".

P. A public hearing to consider this Agreement was held by the City Council on _____ .

NOW THEREFORE, in consideration of the mutual promises set forth here, the City and Developer enter into this Agreement.

A G R E E M E N T

I. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

A. "Applicable Rules" means those provisions set forth the City's Comprehensive Plan and in Title 17A-I of the Spokane Municipal Code ("SMC"), excluding Title 17F, existing on the Vesting Date. Applicable Rules shall not include any parking requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, or the Administrative Regulations adopted pursuant to either state or federal statute. Applicable Rules shall also not include any provisions of the state building code including any building, fire, plumbing or electrical codes except as they relate to modified street standards explicitly accepted by the City in the Approval.

B. "City" means the City of Spokane.

C. "Developed within the Property" means the construction of a permanent structure for which a building permit is required pursuant to the State building code.

D. "Developer" means Excelsior Wellness or its successors and assigns including any Participating Builder but not including any Lot Owner.

E. "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading, the construction of infrastructure and public facilities related to the Project whether located within or outside the Property, the construction of buildings and structures, and the installation of landscaping. "Development" also includes the further division of land within the Property. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof. Development does not include the application of any building, fire, plumbing, electrical or similar life/safety codes to any building permit requested on the Property except as these codes relate to modified street and zoning standards and building design features explicitly accepted by the City in the Master Plan Approval.

F. "Exhibits" means the following documents, which are attached to and incorporated herein by this reference:

EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B- ORDINANCE APPROVING COMPREHENSIVE PLAN AMENDMENT AND REZONE

EXHIBIT C- TRANSPORTATION IMPACT FEES

EXHIBIT D- GENERAL FACILITIES CHARGES

G. "New Applicable Rules" means any code provisions adopted after the Vesting Date, excluding Subsequent Rules.

H. "Lot Owner" shall mean the record owner, whether one or more Persons, of fee simple title to any parcel of real property, purchased from the Developer or a Participating Builder, which has been Developed Within the Property pursuant to the Project, including a contract purchaser entitled to beneficial possession. One person can be both a Lot Owner as to parcels of real property, which have been Developed Within the Property, and a Participating Builder as to other parcels, which have not yet been Developed Within the Property.

I. "Participating Builder" shall mean a Person who acquires from Developer a portion of the Property for the purpose of improving the same prior to the time that any structure, which requires the issuance of a building permit, has been constructed on the portion of the property so acquired.

J. "Project" means the development on Indian Trail Road as described in the Approval.

K. "Property" means the approximately 32.05-acre site of the Project, as more particularly described in the legal description attached as Exhibit A.

L. "Subsequent Rules" means all ordinances, resolutions, codes, rules, regulations and official policies of city, amended or adopted after the Vesting Date and prior to the expiration or termination of this Agreement which amend any Applicable Rules, are inconsistent with any Applicable Rules or are inconsistent with the Master Plan Approval.

M. "Subsequent Project Approvals" means all Project Approvals required by law or city policy after the Approval to construct the Project including, but not limited to, Clearing and Grading Permits, Preliminary and Final PUD approval, Preliminary and Final Subdivision approval, Binding Site Plan approval, Building Permits and Occupancy Permits.

N. "Vesting Date" means November 30, 2023, the date the complete Comprehensive Plan Amendment Application was submitted.

II. DEVELOPMENT OF THE PROPERTY

2.1 Right to Develop. Subject to the terms of this Agreement including the reservations of authority set out in Section 2.7, Developer shall have a vested right to develop the Property in accordance with, and to the extent of the Applicable Rules, New Applicable Rules and the Approval. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules, New Applicable Rules and the Approval.

2.2 Effect of Agreement on Subsequent Rules. Subsequent Rules shall not be applicable to the Property except as otherwise provided in this Agreement, including Section 2.7.

2.3 Project Refinement, Changes to Project and Amendments. The Parties acknowledge that refinement and further development of the Project will require Subsequent Project Approvals. In particular, the Approval is based upon a broad conceptual plan, which must be refined as final approval of the plan is sought. As these Subsequent Project Approvals are sought, changes may be appropriate and

desirable in the existing Approval. In the event that a change in the existing Approval is necessary or appropriate, Developer shall, if required by then existing law or City policy, apply for a Subsequent Project Approval for such change. If City law or policy does not require formal Subsequent Project Approval, the appropriate officers of the City may agree to the proposed change utilizing such procedures required as the City may determine to be appropriate, in its sole judgment.

Any Subsequent Project Approval which does not create new significant environmental impacts not evaluated in the SEPA Determination, all as set forth in Chapter 197-11 WAC, shall not require an amendment to this Agreement and shall be subject to the Applicable Rules and New Applicable Rules. Any Subsequent Project Approval which may have a probable significant adverse environmental impact not evaluated in the SEPA Determination and not covered by the range of alternatives and impacts analyzed in the SEPA Determination, shall be subject to Subsequent Rules.

2.4 Subsequent Project Approvals. City shall accept processing, review and action all applications for Subsequent Project Approvals, and such applications shall be processed in the normal manner for processing such matters. Upon Developer's request and payment of City expenses, City may retain contract employees or consultants or authorize overtime hours to expedite such processing.

2.5 SEPA Review. The Parties acknowledge that the SEPA Determination fully evaluated the environmental impacts from Development of the Project including all Subsequent Project Approvals, except as provided in Section 2.3, and the Approval has set forth conditions which if implemented will adequately mitigate all environmental impacts from the Development. The Parties further acknowledge that further SEPA review may only be required if the criteria for such are met as set forth in Title 17E SMC or Chapter 197-11 WAC.

2.6 Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Property will be developed. Such decision depends upon numerous factors, which are not within the control of Developer, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Subject to paragraph 5.1, Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Applicable Rules, New Applicable Rules and the Approval.

2.7 Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the Development of the Property, provided however, that nothing in this Agreement shall diminish Developer's rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(a) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(b) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code as may be amended by the Spokane Municipal Code except as they relate to standards modified by the City in the Approval.

(c) Taxes, fees or assessments (including mitigations fees) adopted after the Vesting Date which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

(d) New or different regulations of general applicability, even if in conflict with the Approval, Applicable Rules and New Applicable Rules, to the extent required by a serious threat to public health and safety, as determined by the City Council after notice and a meaningful opportunity to be heard has been provided to Developer.

(e) Regulations which the City and Developer mutually agree, by written consent, can be applied to Development of the Property. If the City and Developer desire to apply a Subsequent Rule to the Development, the City shall provide public notice of the proposed application of the Subsequent Rule to the Development and shall provide an opportunity for public comment. The City shall take any public comments into account prior to written consent to apply such regulation to the Development.

2.8 Modification or Suspension by State or Federal Law. In the event that state or federal laws or regulations, enacted after the Vesting Date, prevent or preclude either party from complying with one or more of the provisions of this Agreement, then to the extent feasible such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Upon enactment of any such new law or regulation, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the affect such modification or suspension would have on the purposes and intent of this Agreement. For such a meeting, the Developer shall appoint a single representative who shall have the authority to meet and confer on behalf of the Developer and all Participating Builders. The City shall only be obligated to meet and confer with one such representative. In the event two or more successors or assigns refuse to appoint such a representative or refuse to acknowledge the appointment of such a representative, then the City may, in its sole discretion, determine that this Section 2.8 shall be of no further force or effect. If such modification or suspension is unfeasible in Developer's business judgment, then as its sole remedy, Developer shall have the right to terminate this Agreement by written notice to the City, provided that in addition, Developer shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

The Developer shall indemnify the City from any action brought alleging a "take" of a threatened or endangered species under the Endangered Species Act, 16 U.S.C. § 15.31-15.44 as a result of the Development of the Project. This indemnification shall survive the termination of this Agreement.

2.9 In the event a claim should be brought or an action filed by a third party with respect to (1) any lawsuit alleging that the City improperly applied local, state, or federal law to the Project or Development, or (2) the application of a Subsequent Rule to the Project or Development, the Parties agree that they shall cooperate in the defense of such lawsuit or claim as follows:

(a) Notice. Each party shall give written notice of any notice of claim or service of a lawsuit that the party reasonably may be subject to the indemnity or shared defense provisions of this

agreement. Such notice shall be given within 5 days after receipt of the notice of claim, or service of a lawsuit.

(b) Joint Defense. The Parties to this Agreement have concluded that they have certain common interests in connection with defending against (1) any lawsuit alleging a failure to comply with local, state, or federal law concerning development of the Project; or (2) any lawsuit alleging that a subsequent rule should be made applicable to the Project or Development. In such event, the Parties may, but are not required to, enter into a Joint Defense Agreement if the City determines such arrangement is in its best interest.

(c) Indemnification. The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, arising in whole or in part from any third-party challenge to the application of Applicable Rules, New Applicable Rules, or Subsequent Rules to the Project or Development.

(d). Enforcement. The Developer agrees to reimburse the City for any necessary expenses, attorney fees, or costs incurred in the enforcement of any part of the indemnity or shared defense provisions of this agreement.

(e) The provisions of this Section 2.9 shall survive the termination of this Agreement.

2.10 Specific Terms for the Property. The following requirements shall apply to this Property:

Prior to approval of any development or land use permits by the City, the Developer shall submit the following materials and information for approval regarding all future expected development, subject to approval by the Director of Planning in consultation with the Integrated Capital Management department, depicting sufficient detail for consideration of the impacts and requirements for that development, as follows:

(a) A conceptual development plan showing the general location of all uses, including the following details:

i. The general location of housing units by housing type (single-unit, middle housing, multi-unit), including, but not limited to:

1. The maximum height of that housing in feet indicated by general location, subject to SMC 17C.111.230 & SMC17C.120.220, including consideration of transitional height standards in those sections.

ii. The general location of non-residential uses by primary use, as listed in SMC Table 17C.120.100-1, subject to the limitations in section 2 below.

iii. Major on-site street layout, indicating internal circulation as well as access/egress to/from W Indian Trail Rd.

1. Interior roadways shall be interconnected and avoid cul-de-sacs or dead ends wherever possible, per SMC 17H.010.080, alternatives to be approved by the City.

2. Multiple access points onto/from W Indian Trail Road are encouraged to avoid excessive stacking of vehicles in one location, unless a signal or roundabout is provided in which case a single entry/exit would be acceptable. Some driveways may be restricted to right-in, right-out movements.

iv. Major pedestrian/bicycle access ways providing sufficient access from sidewalks and bike lanes on W Indian Trail Rd. and/or local streets west of Indian Trail serving as bike routes into the interior of the site.

1. The Developer is encouraged to contact adjacent property owners to explore interconnections with adjacent properties, though these connections are not a condition of approval of the conceptual development plan.

2. While sharrows and shared lanes may be used when other options are infeasible, these types of bicycle facilities are not considered ideal and should generally be avoided whenever possible.

v. Any proposed pedestrian crossings across W Indian Trail Rd.

vi. A proposed location for a signal or roundabout on W Indian Trail Rd, were one to be required due to development impacts and the need for safe entry/egress from the street. The final determination as to the need for this traffic improvement shall be the responsibility of the Integrated Capital Management department upon submittal and consideration of the site configuration and trip generation letter.

vii. Major utility connections (sewer and water) and on-site transmission water mains and pipes, but not including proposed service connections between water mains and structures, as those will be approved at the Building Permit stage.

viii. Estimates for water and sewer demand of the entire development, prepared by a certified engineer and submitted to the City for consideration and approval.

(b) A development table providing the following details sufficient to determine the long-range impacts of the overall development:

i. The maximum number of residential units to be constructed on the site by housing type (single-unit, middle-housing, multi-unit).

ii. The maximum square feet of non-residential uses to be constructed on the site by primary use listed in Table 17C.120.100-1.

(c) A trip-generation letter prepared by a licensed traffic engineer, providing the trips to and from the site as shown in the conceptual development plan. The letter must be approved by the Spokane Integrated Capital Management Department. Trip generation shall be based on the expected use and shall be modified to meet any change in use at time of permitting.

(d) A completed cultural resources survey of any previously undisturbed portions of the site, sufficient to meet State and local requirements, indicating the suspected or confirmed presence of historic resources, cultural resources, or remains on the site and, if found or suspected, sufficient protection of those resources subject to the approval of the City. The Developer agrees that future development shall be conditioned upon the development table in SMC Table 17C.120.100-1, prohibiting development beyond the maximum without additional submittals, consideration, and possible mitigation of transportation impacts and land use conflicts.

(e) If at any time following approval of the conceptual development plan the Developer wishes to amend to expand the development shown in the approved plan, any amendments or expansions shall be submitted to the City for approval. Approval of those amendments may require additional mitigation, impact fees, and/or amendments to the Development Agreement by vote of the City Council under its adopted rules and procedure. Approval of and compliance with this subsections' additional requirements shall be necessary prior to the issuance of any development permits for new/expanded uses and development.

(f) The Developer agrees that the following primary uses listed in SMC Table 17C.120.100-1 are not permitted on any portion of the site, including those portions with commercial zoning (Community Business):
   a. Adult Business
   b. Major Event Entertainment
   c. Mini-Storage Facilities
   d. High Impact Uses
   e. Manufacturing and Production
   f. Railroad Yards
   g. Warehouse and Freight Movement
   h. Waste-Related Uses
   i. Aviation and Surface Passenger Terminals
   j. Detention Facilities
   k. Mining
   l. Rail Lines and Utility Corridors

(g) Subject to the vesting provisions in Section 2 above, any other use permitted in SMC 17C.120.100-1 shall be subject to the requirements of that table and the remaining applicable portions of SMC 17C. Restriction on primary uses above does not extend

to accessory uses, provided any accessory uses meet the requirements for accessory uses already present in Title 17 SMC.

(h) The Developer agrees that any drive-through use shall be designed such that it includes and encourages walk-up traffic in addition to vehicle traffic. Vehicle-only drive-through uses are only permitted for pharmacy and other Health Related Service Needs. Drive-throughs are also only allowed where the underlying zones permit them it (i.e. Community Business).

(i) The Developer agrees to consider placement of a City water transmission main through the properties such that the City of Spokane water system can connect from an existing transmission main in West Indian Trail Road to a proposed new water tower located northeast and adjacent to the property. Coordination and consultation with the Integrated Capital Management Department is required to confirm project details and timing.

(j) The City recognizes that the eventual placement of both the water line and water tower are influenced by factors and parties outside the Developer's control, the placement or agreement for placement of this line is not a condition of approval for future development permits.

(k) The Developer agrees to consider wherever possible the use of native, drought-tolerant plantings and other features required by the SpokaneScape program when designing and proposing landscaping on the site, including consideration of the following:

a. 100 percent use of drought-tolerant or "low water use" plants.
b. Plantings that result in at least 50 percent living plant cover at maturity.
c. No invasive or noxious weed species.
d. Low volume, high efficiency irrigation components.
e. Maintenance and design that limits or prevents overspray.
f. Permeable surfaces and treatments.
g. Use of thick mulch beds and other sustainable weed barriers.

(l) The Developer agrees to pay the transportation impact fees shown in Exhibit C of this agreement at the time of building permit approval. Additionally, the Developer agrees to pay applicable General Facilities Charge (GFC) fees at the time of development, shown in Exhibit D.

III. CITY OBLIGATIONS

3.1 The City agrees to fulfill those City obligations set forth in specific conditions of the Approval.

IV. LEGAL ACTIONS

4.1 Specific Performance. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly

appropriate remedies for the enforcement of this Agreement and should be available to all Parties for the following reasons:

(a) Money damages are inadequate to compensate either party for the unique benefits available through this agreement.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun.

4.2 Waiver of Damages by Developer. In order to induce the City to enter this Agreement, and except for situations involving gross negligence, willful misconduct by the City, the Developer knowingly and expressly waives any claim to damages for any cause of action of any kind, known or unknown, whether existing now or arising in the future, against the City and all of its departments, officials, agents and employees arising out of or related to the City's obligations to any claims relating to the project or this Agreement. The Developer agrees that its sole remedy for any alleged breach of this Agreement by the City shall be equitable relief including specific performance or declaratory relief, and in no event shall the City be liable for any indirect, consequential, special, exemplary, or lost profit damages. The Developer acknowledges that it assumes financial risk associated with development of the Project and enters into this Agreement with full understanding of this waiver.

4.3 Survival. The provisions of this Section IV, inclusive, shall survive the termination of this Agreement.

V. MISCELLANEOUS

5.1 Term. This Agreement shall commence on the date it is fully executed by the Developer and the City (the "Commencement Date"). In the event of any appeal by a third party of the City's approval of this Agreement, the Commencement Date shall be automatically extended to the date that any such appeal is finally resolved. Developer agrees to defend, hold harmless and indemnify the City from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from Developer undertaking any construction activities during such appeal. Developer shall have ten (10) years from the Commencement Date in which to apply for all Subsequent Project Approvals unless this Agreement is sooner terminated or extended by mutual written consent of the City and the Developer. Once Developer has obtained building permits for any Project Development, this Agreement shall continue until such building permits (including any extension to the term of the building permits which the City may grant,) expire or the Project is complete, whichever occurs first, unless sooner terminated, provided that the application for, or issuance of, any building permit after the ten (10) year term of this Agreement shall not operate to extend the term of this Agreement.

5.2 Permitted Delays. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process of by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Delaying Party shall promptly notify the other party in writing of any delay hereunder as soon as possible after the same has been ascertained.

5.3 City Delays. If any City approvals required hereunder shall be unreasonably delayed beyond the normal time period by no fault of Developer, the term of this Agreement shall be extended by a period equal to the time of the delay.

5.4 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Entry of a final judgment setting aside, voiding or annulling the adoption of the resolution or ordinance approving this Agreement and the exhaustion of all appeals;

(b) Completion of the Project in accordance with the terms of this Agreement, including all required occupancy permits, and acceptance by City or the applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

5.5 Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

5.6 Relationship of Parties. It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

5.7 Notices. All notices under this Agreement shall be in writing and shall be effective when personally delivered or 48 hours after deposit in the United States mail first-class, as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the Parties at the addresses indicated below:

To Developer: Excelsior Wellness
Andrew Hill, President & CEO

3754 W Indian Trail Rd
Spokane, WA 99208

and to: Taudd Hume
Witherspoon Brajcich McPhee, PLLC
601 West Main Street, Suite 1400
Spokane, WA 99201

To City: Spencer Gardner, Planning Director
Department of Planning & Economic Development
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

and to: Megan Kapaun, Assistant City Attorney
Legal Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Either party may change its address by giving notice in writing to the other party.

5.8 Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

5.9 Amendments. This Agreement may only be amended in writing signed by the City and the Developer. If the Developer has transferred a portion of the Property to a Participating Builder, the Participating Builder and the City may amend this Agreement, provided that any amendment affecting any portion of the Property now owned by the Participating Builder shall require the written consent of the Developer.

5.10 Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor.

5.11 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the Parties have been materially altered or abridged.

5.12 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. In the event of a conflict between the provisions of this Agreement and the Approval such conflict shall be resolved in favor of the Approval.

5.14 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

5.15 Singular and Plural. As used herein, the singular or any word includes the plural.

5.16 Assignment. The Parties acknowledge that Development of the Project likely will involve sale, conveyance, or assignment of portions of the Property to third parties who will own, develop and/or occupy portions of the Property and buildings thereon. Developer shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

In any such transfer or assignment, if the transferee or assignee agrees in writing to assume the obligations herein pertaining to the Property transferred or assigned, then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Developer who has so transferred or assigned its rights, shall be thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Developer shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Property still owned by such Developer.

5.17 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

5.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

5.19 Drafting of Agreement. None of the Parties hereto shall be the drafter of this Agreement or any provision hereof of the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

5.20 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby

incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

5.21 Review and Consultation. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement.

5.22 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

5.23 Bankruptcy. If any provision of this Agreement is affected by any future proceeding in bankruptcy, the Parties shall jointly apply to the Bankruptcy Court for withdrawal to the Spokane County Superior Court for resolution of the matter.

5.24 Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this entire Agreement or any provision of it regarding any provision contained herein shall not be construed as a waiver by that party of any right to do so.

5.25 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Development, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Developer shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

5.27 Authority. The undersigned covenant and represent that they are fully authorized to enter and to execute this Agreement.

[*Remainder of page intentionally left blank. The signature page follows*].

CITY OF SPOKANE

By_____ _____

City Administrator Date

Attest:

By_____ _____

Clerk Date

Approved as to form:

_____

Assistant City Attorney

EXCELSIOR WELLNESS

By: _____ _____

Its: _____ Date

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath acknowledged it as the _____ of _____ to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)

_____
(Print Name)
NOTARY PUBLIC In and For the State of Washington residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath acknowledged it as the _____ of _____ to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)

_____
(Print Name)
NOTARY PUBLIC In and For the State of Washington residing at _____
My Commission Expires: _____

EXHIBIT A

(*Legal Description of Property*)

EXHIBIT B

(*Proposed Land Use Map and New Proposed Zoning Map*)

EXHIBIT C

(*Transportation Impact Fees*)

EXHIBIT D

(*General Facilities Charges*)

EXHIBIT A: EXCELSIOR WELLNESS DEVELOPMENT AGREEMENT

Department of Planning & Economic Development

Legal Descriptions of Affected Parcels:

Parcel 1 (26265.0048):
26-26-42 PTN OF SEC DAF; BEG AT MOST SWLY COR OF HILLSIDE PARK PUD &TRUE POB, TH NWLY ALG SLY LN OF SD PUD 965.04FT, TH NELY ALGSLY LN 90.04FT, TH NWLY ALG SLY LN 312.12FT, TH S 19DEG 28MIN 50SDS E 74.83FT, TH S 41DEG 04MIN 18SDS W 245.90FT, TH S50DEG 50MIN 52SDS E 257.11FT, TH S 38DEG 53MIN 14SDS W438.41FT M/L TO NLY R/W LN OF INDIAN TRAIL RD TH SELY ALGNLY R/W TO INTER WITH NLY R/W LN OF WEILE AVE, TH NLY & ELYALG SD NLY R/W LN OF WEILE AVE TO TRUE POB

Parcel 2 (26262.0055):
26-26-42: A PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMING STREET, ACCORDING TO PLAT OF PACIFICHEIGHTS 9TH ADDITION; THENCE NORTH 48°51'00" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD, 258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE,THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THE POINT OF BEGINNING: THENCECONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 89°26'06" EAST, 51.39 FEET ALONG THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26 TO THE EAST LINE OF THE OF THE WE 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 00°37'42" WEST, 547.97 FEET ALONG THE EAST LINE OF SAID W 1/2; THENCE SOUTH 48°13'25" EAST, 2.50 FEET; THENCE NORTH 24°04'21" EAST, 186.75 FEET; THENCE SOUTH 59°07'19" EAST, 85.54 FEET;THENCE SOUTH 88°49'05" EAST, 107.57 FEET; THENCE SOUTH 54°52'30" EAST, 94.09 FEET; THENCE SOUTH 19°28'50" EAST, 74.83 FEET; THENCE SOUTH 41°04'18" WEST, 245.90 FEET; THENCE SOUTH 50°50'52" EAST,257.11 FEET; THENCE SOUTH 38°53'14" WEST, 438.41 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID POINT LYING ON A 1,472.18 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OFWHICH BEARS SOUTH 44°32'59" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°23'59", 87.35 FEET; THENCE NORTH 48°51'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 640.16FEET TO THE POINT OF CURVE OF A 915.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°23'06", 102.01 FEET TO THE POINT OF BEGINNING.

Parcel 3 (26262.0054):
26-26-42: A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMINGSTREET, ACCORDING TO PLAT OF PACIFIC HEIGHTS 9TH ADDITION; THENCE NORTH 48°51'50" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD, 258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THERIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44

FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THEPOINT OF BEGINNING: THENCE CONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW1/4 OF SAID SECTION 26; THENCE NORTH 89°26'06" WEST, 609.17 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE SOUTH 00°39'58" WEST, ALONG THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4,474.56 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INDIAN TRAIL ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO CALLS: 1) SOUTH 35°31'35" EAST, 163.22 FEET TO THE POINT OFCURVE OF A 915.44 FOOT RADIUS CURVE TO THE LEFT; 2) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°56'19", 110.86 FEET TO THE POINT OF BEGINNING.

Parcel 4 (26262.0010):
262642PTN OF SW1/4 OF NW1/4 LYG NELY OF INDIAN TRAIL R D ANDS OF NEW SPOKANE CITY LIMITS

Parcel 5 (26262.0018):
26-26-42, PTN OF NW1/4 OF NW1/4: BEG 119.39 FT S OF NE COR OF SE1/4; TH S 80DEG 35MIN W, 86.9 FT; TH S 28DEG 25MIN W, 109.7 FT; TH S 31DEG 08MIN W, 152.5 FT; TH S 40DEG 14MIN W, 92.9 FT; TH S 57DEG36MIN W, 207.4 FT TO NLY LN OF INDIAN TRAIL RD; TH SE ALG SD RD TO S LN; TH E TO SE COR; TH N TO POB

Ordinance No. C36613

AN ORDINANCE RELATING TO APPLICATION FILE Z23-479COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL LOW" TO "GENERAL COMMERCIAL," "RESIDENTIAL MODERATE," AND "POTENTIAL OPEN SPACE" FOR APPROXIMATELY 33 ACRES IN THE BALBOA/SOUTH INDIAN TRAIL NEIGHBORHOOD; AND AMENDING THE ZONING MAP FROM "R1" TO "COMMUNITY BUSINESS, 55-FOOT HEIGHT LIMIT (CB-55)", RESIDENTIAL MULTIFAMILY (RMF)," AND "R1."

WHEREAS, the Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z23-479COMP was submitted in a timely manner for review during the City's 2023/2024 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z23-479COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 32.05 acres from "Residential Low" to "Residential Moderate," "General Commercial," and "Conservation Open Space" for parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048; and

WHEREAS, the corresponding zoning designation requested was "Residential Multifamily (RMF)" for the portions designated "Residential Moderate," "Community Business, 55-foot height limit (CB-55)" for the portions designated "General Commercial," and "R1" for the portions designated "Conservation Open Space" or "Residential Low"; and

WHEREAS, City Council adopted RES 2024-0029 on March 25,2024, including Application Z23-479COMP in the 2024 Comprehensive Plan Amendment Work Program, and expanding the proposal to include consideration of portions of parcels 26261.3401, 26262.2620, and 26262.2621, totaling three additional acres; and

WHEREAS, staff requested comments from agencies and departments on May 7, 2024, and a public comment period ran from June 10, 2024 to August 9, 2024; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on July 24, 2024; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 17, 2024; and

WHEREAS, a State Environmental Policy Act ("SEPA") Mitigated Determination of Non-Significance was issued on September 16, 2024, for the amendment to the Comprehensive Plan, the comment period for which ended on October 8, 2024; and

WHEREAS, a staff report for Application Z23-479COMP reviewing all the criteria relevant to consideration of the application was published on September 20, 2024, and sent to all applicants, commenters, and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published in the Spokesman-Review on September 25, 2024, and October 2, 2024; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on September 25, 2024; and

WHEREAS, the Spokane Plan Commission held a public hearing on October 9, 2024, including staff presentation, taking of public testimony, closing of the verbal and written public record, and deliberations; and

WHEREAS, the Spokane Plan Commission found that Application Z23−479COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z23−479COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0, with one abstention, to recommend approval of Application Z23-479COMP, conditioned upon their recommendation to remove parcel 26261.3401 from the proposal, apply the "Potential Open Space" designation instead of the "Conservation Open Space" designation, and execute a development agreement; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings,

conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z23-479COMP is approved.

2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential Low" to "Residential Moderate," "General Commercial," and "Potential Open Space" for approximately 33 acres, as shown in Exhibit B, subject to the owner(s) of the property entering into a binding development agreement with the City within one year of the effective date of this ordinance and prior to the approval of any development permits on the site.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "R1" to "Residential Multifamily (RMF)," and "Community Business, 55-foot height limit (CB-55)," as shown in Exhibit C, subject to the owner(s) of the property entering into a binding development agreement within one year of the effective date of this ordinance.

4. Approval Conditions for Development Agreement. The approval granted by this ordinance is conditioned upon the applicants entering into a biding development agreement that has been mutually executed between the City and the applicants and which is consistent with the requirements of Chapter 36.70B RCW and Spokane Municipal Code chapter 17A.060, sufficient to bind the applicants and applicants' successor(s) and assigns with respect to development of the property identified in Exhibits B and C and addressing the following:

    a. Site plan.

    b. Multimodal circulation plan.

    c. Development details for the City of Spokane Integrated Capital Management Department.

    d. Limitations on uses allowed in the commercial portions of the Application.

    e. Emergency egress.

5. Expiration Date. The approvals granted by this ordinance shall expire and the Land Use Designation and Zoning Category shall revert to the original designations as stated in Sections 2 and 3 herein above if, within one (1) year from the effective date of this ordinance, the conditions set forth in Section 4 of this ordinance have not been satisfied.

6. This ordinance shall become effective thirty (30) days after its enactment; provided no development permits may be issued for the property until all conditions of approval have been satisfied including the mutual execution of a development agreement between the city and the applicants addressing the terms set forth in section 4 herein above and the approval of the same by the City Council by Ordinance or Resolution.

PASSED BY THE CITY COUNCIL ON December 2, 2024.

Betsy Wilkerson
Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Lisa Brown
Mayor

12/13/2024
Date

1/12/2025
Effective Date

File: Z23-479COMP (N Indian Trail)

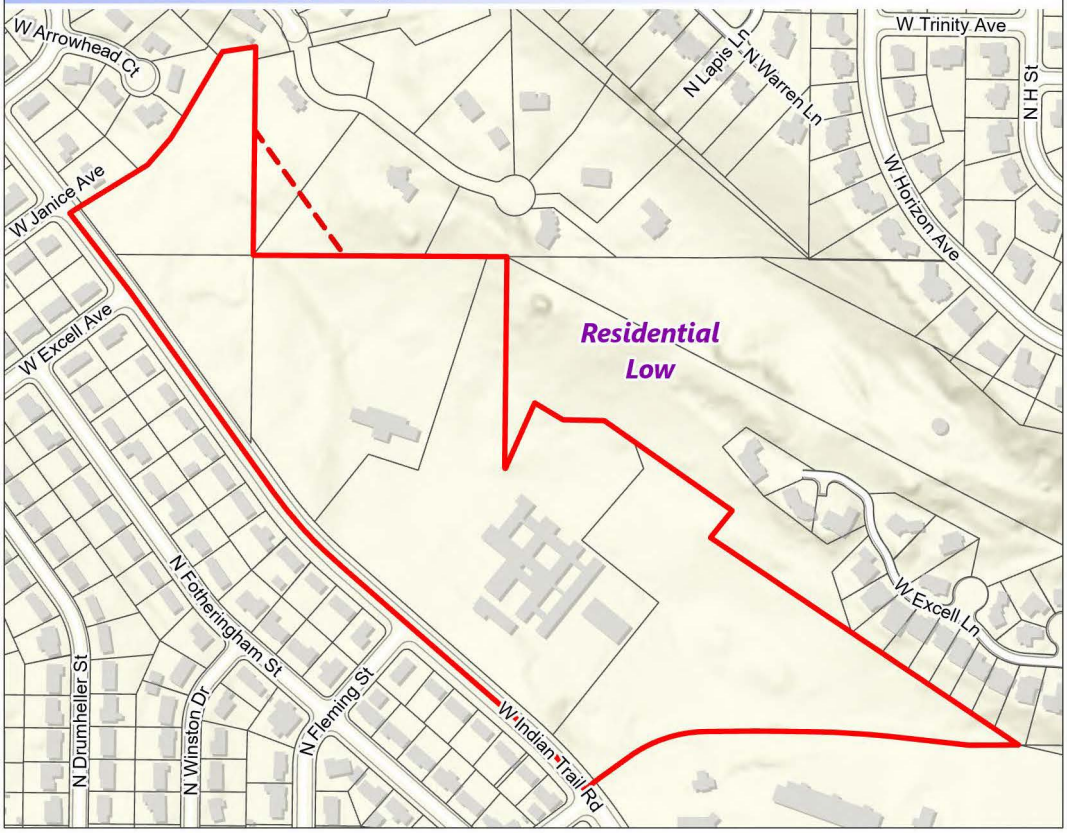
Exhibit B: Land Use Plan Map Changes

Department of Planning & Economic Development

Draw Date: 10/17/2024

THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Current Land Use Plan Map Designations



0 250 500 1,000 Feet

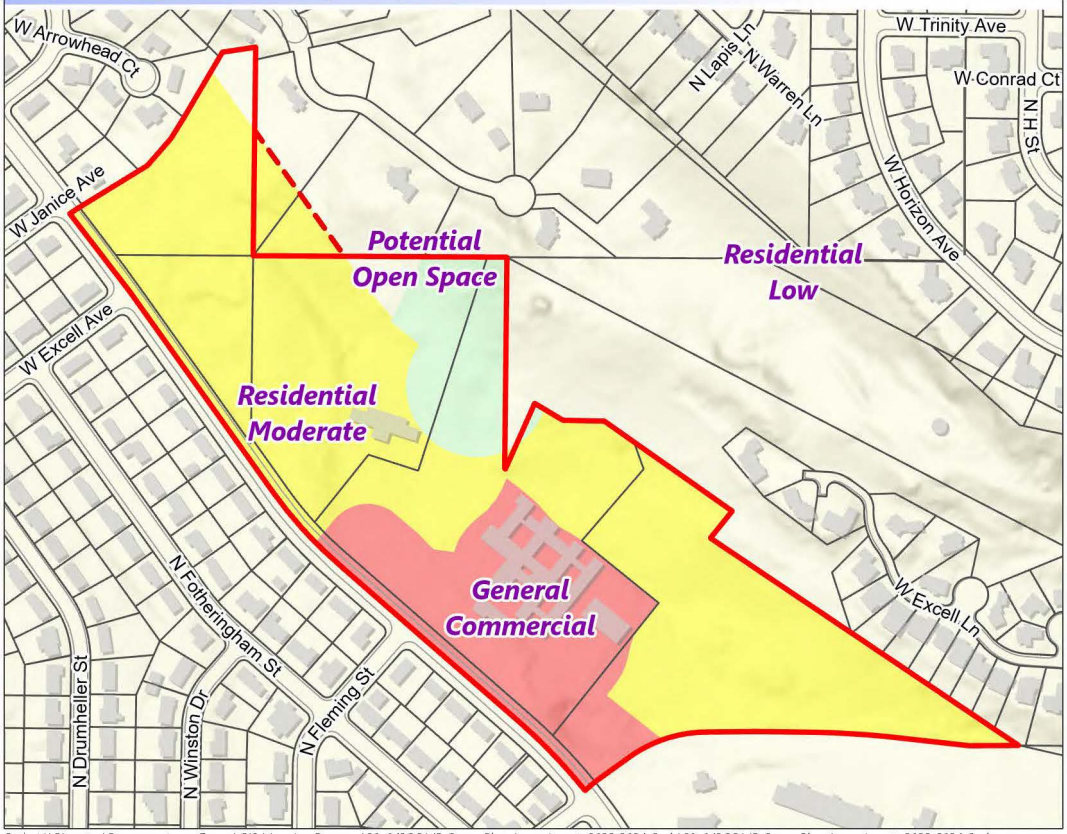
Drawing Scale: 1:6,000

- Project Area
- Expanded Area
- Building
- Parcel
- Curb Line

Land Use Plan Map Designation

- General Commercial
- Potential Open Space
- Residential Low
- Residential Moderate

Proposed Land Use Plan Map Designation



Path: H:\Planning\Programs_Long Range\GIS Mapping Program\23-042COMP Comp Plan Amendments 2023-2024 Cycle\23-042COMP Comp Plan Amendments 2023-2024 Cycle.aprx

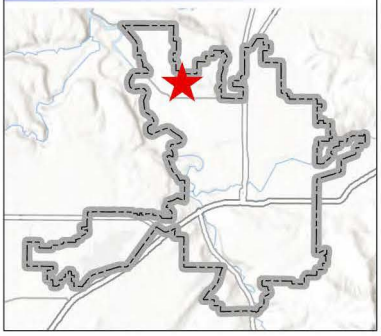
Agent: Land Use Solutions & Entitlement

Parcels: 26262.0010
26262.0018
26262.0054
26262.0055
26262.2620
26262.2621
26265.0048

Size: 33 acres
(Size is Approximate)

This exhibit has been updated according to the recommendation of the Spokane Plan Commission during their hearing on October 9, 2024.

Project Location



File: Z23-479COMP (N Indian Trail)

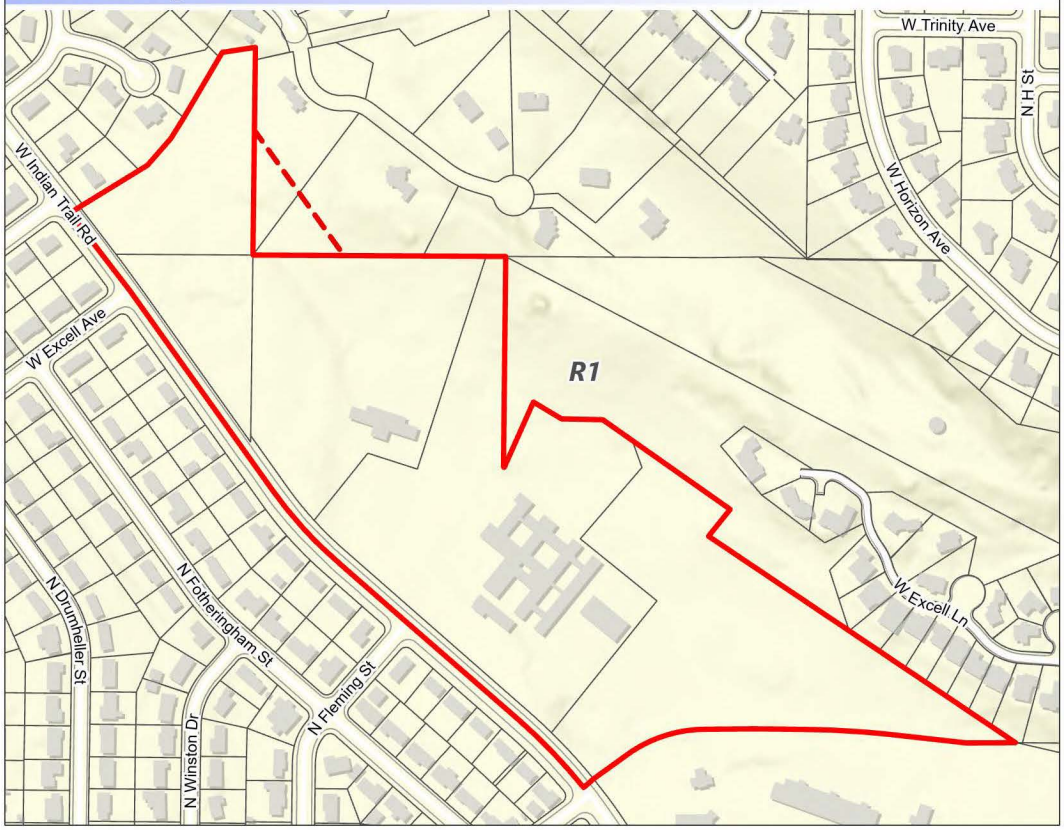
Exhibit C: Zoning Changes

Department of Planning & Economic Development

Draw Date: 10/17/2024

THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Current Zoning



0 300 600 1,200 Feet

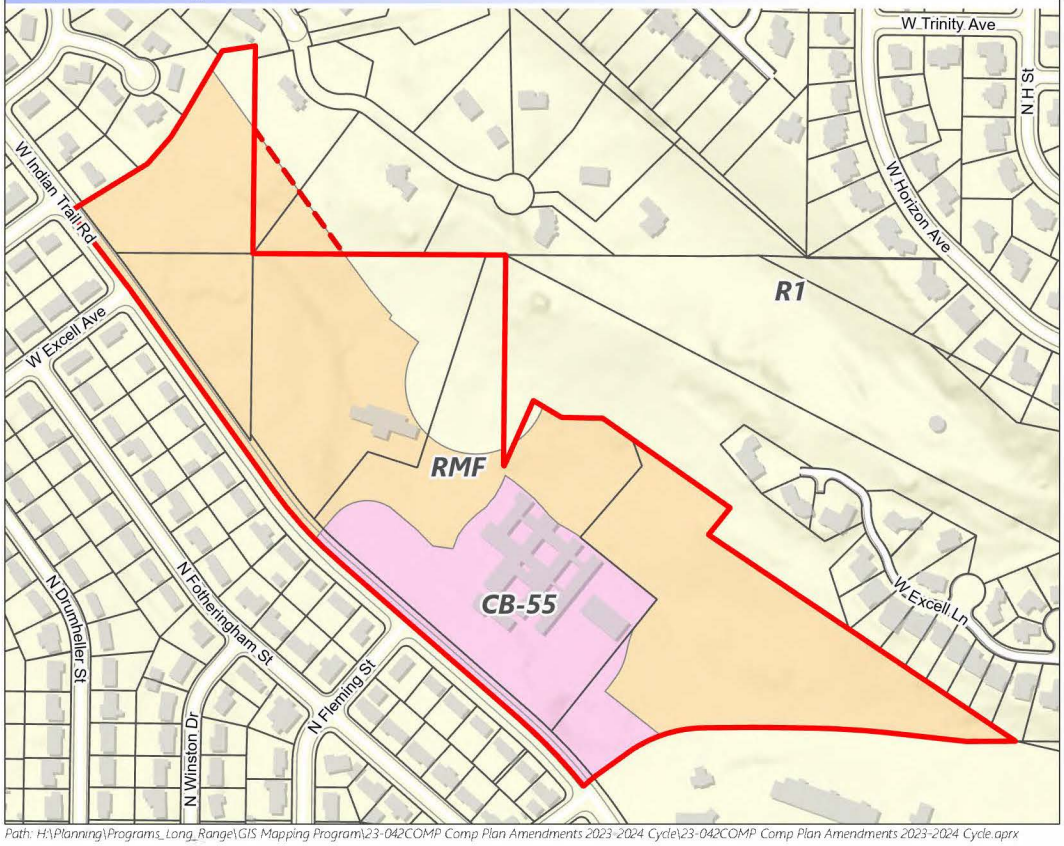
Drawing Scale: 1:6,000

Project Area
Buildings
Parcel
Curb Line

Zoning

Community Business
Residential Multifamily
Residential 1

Proposed Zoning



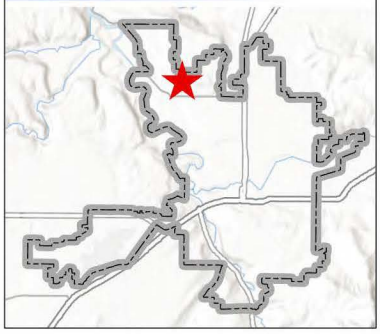
Agent: Land Use Solutions & Entitlement

Parcels: 26262.0010
26262.0018
26262.0054
26262.0055
26262.2620
26262.2621
26265.0048

Size: 33 acres
(Size is Approximate)

This exhibit has been updated according to the recommendation of the Spokane Plan Commission during their hearing on October 9, 2024.

Project Location



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11/8/2024

2025 Northwest District Transportation Impact Fee Schedule

Effective January 1st, 2025

BASE RATE PER PM TRIP **$799**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	$878.26
Single Family Attached (duplex, townhouse)	215	dwelling	$532.56
Multi-Family 1-2 level	220	dwelling	$476.50
Multi-Family 3-10 level	221	dwelling	$364.39
ADU	-	dwelling	$364.39
Multi Family Low-Income (1-2 level	223	dwelling	$429.79
Assisted Living	254	bed	$178.24
Continuing Care Retirement Comm	255	dwelling	$141.11
Nursing Home	620	bed	$103.97
Commercial - Services			
Hotel (3 Levels or More)	310	room	$626.64
Hotel/Motel	320	room	$499.18
Movie Theater	444	sq ft/GFA	$1.81
Health Club	492	sq ft/GFA	$2.18
Day Care	565	sq ft/GFA	$4.43
Bank	912	sq ft/GFA	$4.85
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.49
Middle School	522	sq ft/GFA	$0.34
High School	530	sq ft/GFA	$0.40
University/College	550	ASF	$0.53
Religious Institute	560	sq ft/GFA	$0.44
Library	590	sq ft/GFA	$2.93
Hospital	610	sq ft/GFA	$0.99
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$4.07
General Office	710	sq ft/GFA	$1.39
Medical Office / Clinic	720	sq ft/GFA	$3.08
Office Park	750	sq ft/GFA	$1.38

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.46
Specialty Retail Center	826	sq ft/GLA	$0.83
Hardware/Paint Store	816	sq ft/GFA	$1.49
Nursery/Garden Center	817	sq ft/GFA	$2.72
Shopping Center	820	sq ft/GLA	$1.24
Car Sales - New/Used	841	sq ft/GFA	$1.84
Tire Store	848	Service bay	$1,628.31
Supermarket	850	sq ft/GFA	$3.18
Convenience Market	851	sq ft/GFA	$7.20
Pharmacy	881	sq ft/GFA	$2.26
Furniture Store	890	sq ft/GFA	$0.12
Quick Lubrication Vehicle Shop	941	Service Bay	$2,652.52
Auto Parts & Service Center	943	sq ft/GFA	$1.99
Service Station/Minimart/Carwash	853	VFP	$2,741.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.16
Heavy Industrial	120	sq ft/GFA	$0.81
Industrial Park	132	sq ft/GFA	$1.02
Manufacturing	140	sq ft/GFA	$0.87
Warehousing	150	sq ft/GFA	$0.38
Mini-Storage	151	sq ft/GFA	$0.20
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$3.64
Quality Restaurant	931	sq ft/GFA	$3.50
High Turnover Restaurant	932	sq ft/GFA	$3.54
Fast Casual	-	sq ft/GFA	$5.89
Fast Food Restaurant	934	sq ft/GFA	$8.73
Coffee Shop with Drive-Thru	937	sq ft/GFA	$3.42

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Spokane Municipal Code

***Note: Many local criminal codes can now be located under Chapter 10.60 SMC while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See SMC 10.58.010). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

Title 13 Public Utilities and Services

Chapter 13.04 Water

Article III. Water General Facilities Charge

Section 13.04.2040 Water General Facilities Charge General Provision – Long Connections

A. There is hereby imposed a water general facilities charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. The GFC program is separate from local improvement districts, latecomer charges or other special connection charges.

B. The GFC is collected at the time of connection, application for a building permit or other time as deemed most administratively convenient by the director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the GFC for water utility connections will be based on water meter size for domestic and irrigation water service to the premises, not including fire flow.

2. In case of a planned unit development, binding site plan, or other circumstance where a new direct customer connection is not made to the water system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection unless the applicable GFC charge was previously included in the purchase of the master meter. New dwelling unit shall include without limitation accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

3. For water service connections not included in a master meter account, any existing connection shall be counted toward the GFC such that the charge is only for the differential between existing and new meter sizes. A customer demand increase or addition of new units that does not require an increase in meter size does not incur a GFC.

4. For those situations where an existing customer requests an increase or larger meter size, the GFC will be assessed based on the current cost difference between the existing meter size and the new size requested.

5. If there is an existing water service or new water service constructed to serve a parcel and more than one City meter is installed to serve units on the parcel, a GFC will be assessed for each additional City meter based on size and current GFC costs.

C. Long Connection Option.

1. Where a customer near an area with existing utility service desires to connect to such utility service where lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the director, including obtaining any necessary easements, payment of all costs of additional installations and payment of a non-refundable charge determined by the director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished. This option may also be applied to upgrades.

Date Passed: Monday, November 20, 2023

Effective Date: Tuesday, March 5, 2024

ORD C36461 Section 4

Section 13.04.2042 Water General Facilities Charge – Schedule of Charges

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. The purpose of GFC charges is to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new system capacity.

2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.

3. It is in the public interest to provide for a GFC rate structure to cover costs associated with new or increased system demand. GFC charges had not been updated in over 20 years and new growth proposals are stressing current system capacity and will require investment in infrastructure for water service.

4. It is further in the public interest that those adding costs or burdens to the City water system by creating need and demand for a new system growth and infill needs in the City water system should pay a GFC therefore. Furthermore, it is not in the public interest to waive GFCs, because without adequate GFCs, the City's current utility customers bear the burden of paying for new capacity to serve growth and a fund will be established to cover the cost of all or a portion of GFCs for certain development projects, including permanent affordable housing.

5. The City's policy is to not waive GFCs. However, offset of the developer's cost of the GFC may be identified from non-utility revenue sources, such as grant dollars or other general fund revenues. Such offset must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

B. Charge for new service or new upgrades.

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the meter size(s) required for domestic and irrigation water service to the facility and location of the property within the Upper or Lower Zone. If the size of a previous connection is upgraded to a larger connection, upgrades are charged at the current difference between the old and new connection size charges.

2. The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.

3. Meters used solely for fire protection purposes would not incur GFC charges, unless needed flow rate exceeds the current largest fire flow rate in that pressure zone.

4. Annual Increase: The GFC Charges in SMC 13.04.2044 are generated from an analytical analysis, one copy which shall be kept on file with the office of the city clerk and incorporated herein by reference. GFC charges in SMC 13.04.2044 will increase annually based on the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. This annual increase will start March 5, 2024, and occur each January 1 thereafter. The City will publish a public rule update with the new GFC charge by January 1st of each year. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

5. Adjustments.

   Prior Payment of Similar Charges: The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

   a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.

   b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.

   c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.

6. The water GFC applies, in addition to all other connection, permit or other fees required by this code or elsewhere.

7. The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.

8. Any offset of applicable GFC charges shall be through non-utility revenue sources such as grant dollars or general fund dollars. The qualifications for such offset are established in Public Rule 5200-23-01.

C. Any future incentives, waivers, offsets, or deferral of GFC charges should be funded through payments from other funding sources. Incentives, offsets, and deferrals should not result in lost revenue for new system capacity.

Date Passed: Monday, November 20, 2023

Effective Date: Tuesday, March 5, 2024

ORD C36461 Section 5

Section 13.04.2044 Attachment B – General Facilities Charge Schedule

Attachment B – 2025 GFC Fees

The 2025 ENR Adjusted rates will go into effect January 1, 2025. The 2026 ENR Adjusted Rates are only representative, and the actual rate will be published prior to January 1, 2026. The 2026 Rate will be updated in with the ENR CCI increase from October 2024 to October 2025 to account for 2025 inflation rate.

Water General Facilities Charge Updated for 2025		
Meter Size	City-Wide Calculated Charge	
	2025	2026
5/8"	$1,683	$3,366
3/4"	$3,582	$5,049
1"	$5,266	$8,415
1.5"	$11,408	$16,831
2"	$16,458	$26,930
3"	$34,952	$58,909
4"	$58,958	$100,988
6"	$129,160	$227,222
8" *Based on needed flowrates	To be Calculated	
10" *Based on needed flowrates	To be Calculated	

Date Passed: Monday, November 20, 2023

Effective Date: Wednesday, January 1, 2025

ORD C36461 Section 6

Note: The following staff report, dated July 30, 2025, was submitted to the Plan Commission for their consideration of the Development Agreement.

2023/2024 Comprehensive Plan Amendments

STAFF REPORT FOR FILE 25-004COMP (EXCELSIOR WELLNESS)

Department of Planning & Economic Development

The following staff report concerns a proposed Development Agreement between the City of Spokane and Excelsior Wellness, relating to five parcels in the City of Spokane. The Development Agreement is a condition of approval for File Z23-479COMP and Ordinance C36613, a Comprehensive Plan Amendment adopted by the City in 2024.

I. PROPERTY SUMMARY

Parcel(s):	26262.0010, 26262.0018, 25262.0054, 26262.0055, & 26265.0048
Address(es):	3754, 3910, & 4110 W Indian Trail Road
Property Size:	32.1 acres
Legal Description:	See **Exhibit A**
General Location:	Northeast of W Indian Trail Road between W Janice Ave and W Weile Ave
Current Use:	Multiple healthcare structures, a gym, pool, and parking lots as well as large amount of vacant/undeveloped land.

II. APPLICANT SUMMARY

Agent:	Dwight Hume, Land Use Solutions & Entitlement
Applicant:	Andrew Hill, Excelsior Wellness
Property Owner:	Excelsior Wellness, LLC

III. PROPOSAL SUMMARY

Proposed Action:	A Development Agreement
SEPA Status:	A SEPA threshold determination of Mitigated Non-Significance (MDNS) was made regarding the Comprehensive Plan Amendment on September 16, 2024. The proposed action is a subsequent action consistent with that determination.
Plan Commission Hearing Date:	August 13, 2025
Staff Contact:	Kevin Freibott, Senior Planner, kfreibott@spokanecity.org
Staff Recommendation:	**Approve**

IV. BACKGROUND INFORMATION

1. **General Proposal Description**: In 2024, the City of Spokane processed an application for a change to the Land Use Plan Map and Zoning Map from a private property owner for a Comprehensive Plan

Amendment, amending the Land Use Plan Map and the Zoning Map of the five subject properties to allow both multi-unit residential development and limited commercial development on the site, to be constructed some time in the future. The City Council adopted the Comprehensive Plan Amendment on December 2, 2024 (Ord C36613) with a condition of approval that the applicant sign a Development Agreement (or "DA") with the City. The proposed action *is* that DA, seeking to satisfy the conditions of the City Council. Upon adoption of this DA, the Comprehensive Plan Amendment to the Land Use Plan Map and concurrent zoning change will be in place, subject to the conditions in the DA.

2. **Original Conditions**: The City's approval of the Comprehensive Plan (Ord C36613) stated that for the adopted changes to the Land Use Plan Map and Zoning Map to take effect, the applicant must enter into a DA with the City, addressing the following topics:

    a. Site Plan
    b. Multimodal Circulation Plan;
    c. Development Details for the City of Spokane Integrated Capital Management Departments;
    d. Limitations on Uses Allowed in the Commercial Portions of the Application; and,
    e. Emergency Egress.

    The proposed DA must, at a minimum, address these topics sufficiently, to meet the original condition placed on the Comprehensive Plan Amendment.

3. **SEPA Considerations**: The Comprehensive Plan Amendment was analyzed under the requirements of the State Environmental Policy Act ("SEPA"). The City found that, with mitigation, the proposed non-project action would result in no significant environmental impacts. The City issued a Mitigated Determination of Non-Significance ("MDNS") on September 16, 2024. No comments were received regarding this SEPA Determination.

    The MDNS required only one mitigation measure for the proposed project to be found to result in no significant impacts. That mitigation measure was as follows:

    > "Prior to the construction of any structures on the site or the approval of building permits, the applicant shall supply to the Integrated Capital Management department a schematic site plan for their consideration and approval. This site plan shall include building footprints, expected floor area of each building, internal streets and drives, and the primary uses of each structure. Integrated Capital Management will analyze those details to determine possible improvements necessary to avoid significant impacts to City streets, including but not limited to a new signal on W Indian Trail Rd."

    The requirements of this SEPA mitigation measure have been incorporated into the proposed DA (see **Exhibit B**).

4. **Future Approvals and Process**. Per the requirements of the proposed DA, prior to the City issuing any development permits for the site the applicant must prepare and deliver several items of information and analyses related to the site plan, development load, vehicle trip generation, water demand, and a survey for cultural resources. Those items will be considered and analyzed by City staff and ultimately approved by the Planning Director prior to the consideration of any building permits, land use permits, or ground-disturbing permits. Put simply, the DA sets the requirement for certain information to be known before the City can issue permits. That information is not required

to approve the DA itself. As such, this staff report does not concern the actual site plan, transportation plan, or other similar topics that have not yet been crafted by the applicant.

Additionally, it is important to note that the DA will be recorded on the property title with the Spokane County Auditor's office, so that even if the applicant sells the property in the future, the DA will still be in force and any new property owner must comply with its conditions prior to receiving any permits from the City.

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. Key Steps: The application is being processed according to Title 17 of the Spokane Municipal Code ("SMC"), including the following steps:

Introductory Workshop with Plan Commission .....April 21, 2025

Agency Comment Period Ended .....June 4, 2025

Public Comment Period Ended .....June 20, 2025

Second Plan Commission Workshop ..... July 8, 2025

Notice of Hearing Issued ..... July 30, 2025

Plan Commission Hearing (Scheduled) ..... August 13, 2025

2. Agency Comments Received: A Request for Comments was issued for this proposal on May 20, 2025 by sending it to local agencies, jurisdictions, City departments, and the neighborhood council in which the proposal is located. This request initiated an agency comment period that ended June 4, 2025. Three comments were received during the agency comment period, as follows:

- Integrated Capital Management ("ICM") Department: ICM requested certain requirements in the DA for a traffic generation memo prepared by a certified traffic engineer, a water demand memo also prepared by a certified engineer, and certain conditions that the applicant consider additional topics like a water transmission main through the project and application of Spokanescape measures in landscaping. Lastly, ICM requested that applicant also show major water and sewer transmission mains on their conceptual plan. All requests by ICM have been incorporated into the language in the proposed DA.

- Washington State Department of Archaeology and Historic Preservation ("DAHP"): DAHP requested that the applicant conduct a cultural resources survey on the site prior to ground disturbing activities. A requirement for this survey in previously undisturbed areas is included in the proposed DA.

- City of Spokane Fire Department. The Fire Department simply said they have no comment a this time. Of note, the Fire Department will be consulted once the conceptual plan and other features are submitted by the applicant for consideration.

Copies of all agency comments received are included in this staff report as **Exhibit C.**

3. **Public Comments Received:** A Notice of Application was also issued for the proposal on May 20, 2025, initiating a public comment period that ended August 9, 2024. The City received comment letters from the public both during and after the public comment period, as follows:

    - **M. Luete Norberto**. Commenter expressed concerns about traffic impacts and fire risk.

      Staff Response: *Both issues are topics of the DA, requiring sufficient information from the applicant prior to development for these topics to be analyzed and addressed by the City.*

    - **M. Mary <no last name>.** Commenter expressed concerns about traffic impacts, pedestrian access, traffic safety, building heights, and commercial uses proposed for the site.

      Staff Response: *Regarding traffic and safety, conditions are present in the proposed DA to allow the City to understand and analyze those impacts prior to permitting any development. Lastly, as to the placement of commercial uses on the site, the City Council has already approved the rezoning of approximately 7 acres of this site to Community Business, provided the proposed DA is signed. The action before the Plan Commission and City Council today is not to reopen that original approval. As multiple commenters expressed concerns about building heights, a master response to this issue is provided at the bottom of this section.*

    - **M. Jim Davis & the Hillside Park Owner's Association Board**. Commenter notes that their property abuts the Excelsior Wellness properties and cites concerns about adverse impacts to their property in general. The commenter then requests the City include a limitation on the number of dwelling units allowed (to no more than 200) and reduce maximum building heights adjacent to the Hillside Park PUD. The commenter also requests a requirement that the applicant build a fence between their property and the properties of the Hillside Park development.

      Staff Response: *Please see the master response below regarding expressed concerns with building heights on the subject parcels.*

      Regarding a fence, there is no currently adopted standard that would require such a fence between the properties. Nor is there any evidence of a special case here where the operation of multi-family and some community business commercial uses constitute a greater trespass risk than presented by the previous zoning, which allowed single-unit residential development outright. Additionally, as the hillside in the vicinity of the Hillside Park PUD contains large areas of undisturbed forest and greenspace, a fence in this location might cause issues with access for removal of burnable materials and response to any fires in the vicinity. As such, staff does not recommend a fence be required. That said, the applicant may choose, upon development of the site, to coordinate with the commenter on a fence. Provided the requirements of SMC 17C.111.245 are met and proper permits are obtained from the City, there is no prohibition on a fence in this location if properly designed.

      Lastly, concerning the request for the City to limit the number of units on the site, the increased density on this site was already approved by the City Council as part of the Comprehensive Plan Amendment approval (see Ordinance C36613). The condition for the DA present in that approval does not list a limitation on the number of units as one of the topics that the proposal should consider. Additionally, the maximum number of units requested by the commenter

(200) is fewer than the maximum number of units that would have been possible under the original R1 zoning (between 160 and 320 units at between 4 and 10 units per acre). To reduce the number of units on the site in this way would be antithetical to the purpose and approval of the original request. As such, staff does not recommend such a restriction be included in the proposal.

- **M. Michele McClaflin.** Commenter cites numerous possible environmental impacts of the proposed development as well as concerns about traffic impacts to W Indian Trail Rd, the need for a signal at Indian Trail and Woodside, and concerns about impacts to the surrounding neighborhood, followed by requests to limit the number of units to be built and for the City to require the applicant to install a fence between the Hillside Park development and the subject properties.

  Staff Response: *Regarding general environmental impacts related to development of the subject parcels—such as impacts to wildlands, animals, air quality, loss of habitat, etc.—the general impacts that would result from development of the site were considered as part of the Comprehensive Plan Amendment adopted in 2024. The City Council has already approved development of this site, provided the proposed DA is signed first. The action before the Plan Commission and City Council today is not to reopen that original approval. Additionally, the City analyzed the impacts of the proposed Comprehensive Plan according to the requirements of the State Environmental Policy Act (SEPA) as part of the approval of the Comprehensive Plan Amendment. A SEPA determination regarding that analysis was made on September 16, 2024. Additional SEPA analyses and determinations are also required in the future prior to approval of Building Permits or other development approvals.*

  Regarding impacts related to traffic and the need for a signal, a DA is required in this case in part due to possible traffic impacts (see Ordinance C36613). Requirements have been included in the draft DA such that the City will better understand development to occur on the site and consider impacts to transportation, including the possible need for new signals or other infrastructure, prior to approving any development permits for the site.

  Regarding the request to limit the number of units on site and to require a fence between the properties and the Hillside Park development, see the response to M. Davis above.

- **M. Allison Mohr.** Commenter mentions residents south of Excell Lane and perceived impacts to views from development on the subject parcels—specifically mentioning the impact a 55-foot-tall building placed "in the middle of their view" would have on existing residents.

  Staff Response: *Note, the commenter refers to Excell Lane, which is a street within the Hillside Park development. Please refer to the master response to height concerns below.*

- **Master Response Regarding Building Heights.** Multiple commenters expressed concerns about the 55-foot heights allowed on part of the subject parcels via the approved Community Business zoning, as well as the building heights in the portion zoned Residential Multi-Family. One commenter seems concerned about maximum heights in general, while the other two directly referenced the potential impacts to homes inside the Hillside Park development adjacent to the subject parcels.

Staff Response: *Current views from the homes adjacent to and near the subject parcels are mixed, with sights of the existing Excelsior Wellness facilities as well as areas of undisturbed forest and grassland. It's important to note that development of any kind would change this existing view. However, a change in a view does not necessarily constitute a significant impact to the surrounding community. There are no adopted viewsheds or view corridors in this location that would require protection under the SMC. The general nature of development on this site has been considered by the City and was adopted via the Comprehensive Plan Amendment in 2024 (see Ordinance C36613). Of further consideration, while the site has remained undisturbed in parts, it has been identified for residential development since at least 1975, as shown on the 1975 Spokane Zoning Map[1].*

Changes to view aside, differences in building height can have other impacts that should be considered. When considering building heights on the subject parcels, there are a few factors provided by existing SMC requirements that will mitigate impacts to adjacent properties from buildings that may be constructed in the future on the subject parcels. Firstly, the zoning approved for most of the site is RMF. The current maximum height for RMF zoned parcels is 40 feet, per SMC Table 17C.111.205-2, which is identical to the 40-foot maximum height of the R1 zone applicable to all adjacent parcels. While SMC 17C.111.230 allows for property owners to request additional height in RMF zones, the applicant has not done so, and the Comprehensive Plan Amendment adopted last year (see Ordinance C36613) was approved for 40-foot heights in the RMF zone. As building heights on the RMF-zoned parcels are already restricted to the same height as adjacent parcels, staff does not recommend reducing the maximum height of the RMF-zoned parcels further.

That leaves the portion of the site zoned Community Business (CB). The maximum height in CB zones is 55 feet[2], as some of the commenters have cited. This is 15 feet greater than the height allowed in adjacent parcels, or approximately 1.5 stories higher. The closest outside parcels to the CB zoned portion of the site are located across W Indian Trail Road to the southwest. Parcel line to parcel line, the street Right-of-Way (ROW) is 80 feet wide and the road surface within that ROW is about 50 feet wide.

When addressing commercial development and taller maximum heights in the vicinity of residential development, the municipal code provides two remedies—setbacks between residential and commercial zones, and height transitions. Both these remedies are required whenever commercial properties abut R1- or R2-zoned properties. While neither setbacks or height transitions apply in this case because a public ROW and street separate the commercial portions of the site from the adjacent residential properties, consideration of these standards provides a benchmark for how the SMC calls on the City to mitigate height differences between commercial and residential properties. If the height transitions in SMC 17C.120.220.B.3 were to apply here, a 15-foot height difference would require that heights transition over 7.5 horizontal feet starting at the property line, starting at no more than 40 feet at the property line and rising as distance from the property line increases. Conversely, if the setbacks were to apply here, SMC Table 17C.120.210-1 would require a 10-foot setback between residential and

[1] See the Staff Report for Comprehensive Plan Amendment Z23-479COMP.
[2] Per SMC Table 17C.120.210-1

commercial properties (if there were no street already separating them). In both cases—7.5 feet and 10 feet— the SMC would require far less separation between residential and commercial structures than the 80 feet already offered by the street and ROW. As the ROW is already providing greater separation than would otherwise be required if the homes across the street and the subject parcels were immediately adjacent to each other, staff does not recommend any additional restriction in the DA.

For those adjacent properties that <u>are not</u> located across W Indian Trail Road, the nearest outside residential parcel to the CB zoned portion of the site is located 388 feet away in the Hillside Park development to the northeast. This provides, in essence, a much greater buffer between the 55-foot max height portion of the site and any residential parcel to the north, east, or south. Additionally, as discussed above, the topography of the site rises as it approaches the adjacent properties to the northeast. The highest point of the CB zoned portion of the site is approximately 2,037 feet in elevation. Comparatively, the nearest building pad inside the Hillside Park development sits more than 100 feet higher at 2,143 feet. More distant properties in Hillside Park have their building pads starting at 2120 feet of elevation, or 80 feet above the CB zoned portions of the site. As such, staff does not recommend reducing building heights in the CB portion in the DA further than what is already required in the SMC.

*Overall, while it is understood that development of the site would change the visual condition from its current state and that <u>some</u> structures may be constructed at a maximum height 15-feet greater than the surrounding zones allow, there is insufficient evidence of a significant impact to require greater limitations on development than already imposed by the SMC. As such, staff does not recommend any additional restrictions be added to the draft DA shown in **Exhibit B**.*

Copies of all public comments received are included in this staff report as **Exhibit D.**

4. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on July 8, 2025, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. No public comment was taken during the workshop per Plan Commission rules. However, the Plan Commission discussed the written comments received to date during the meeting.

   During the workshop, one Plan Commissioner asked staff to consider allowing Manufacturing uses on the CB-zoned portion of the site. Staff consulted with the ICM department on the idea, as allowing certain uses can have ramifications as to service demands on the site. Because manufacturing can have extreme water needs, and thus extreme sewage needs, and as the systems in this location would likely need significant augmentation to accommodate those flows, ICM staff expressed concern about modifying the DA language to allow this as a primary use. Planning staff is also concerned that some types of manufacturing can utilize, store, and dispose of significant amounts of hazardous materials—not generally considered acceptable near housing and open space like in this case. Accordingly, it is staff's recommendation that the DA language continue to prohibit manufacturing as a primary use on the site.

   Of additional consideration, limited manufacturing *would* be allowed on the site so long as that use constituted an accessory use to one of the allowed primary uses. For example, a small maker space

would be allowed as an accessory use to a primary office use, provided the maker space was not the majority of the business involved.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: Development Agreements are guided by SMC 17A.060, Development Agreements. The standards therein guided the development of the proposed DA language in **Exhibit B**. Additionally, SMC 17A.060.050 provides the process by which the City should consider a DA of this nature, stating that DAs resulting from applications (as this one is) should be considered at a hearing before the City Council and in consideration of a recommendation from the review body which originally reviewed the application. In this case, the Comprehensive Plan Amendment originally approved constitutes "an application", thus this proposed DA will be presented to Plan Commission at an upcoming hearing, seeking a recommendation to adopt, modify, or deny the DA. Once that recommendation is provided, the proposal will continue to a public hearing with the City Council at some future date.

2. **Approval Criteria:** SMC 17A.060 does not provide individualized approval criteria for Development Agreements. In the case of this proposed DA, the requirements of the adopting ordinance (Ord C36613) serve as the criteria that the DA must meet to be adopted. Those requirements are listed verbatim in section IV.2 above. In summary, the proposed DA relates to those criteria as follows:

   A. **Site Plan**. The proposed DA requires the submittal and approval of a conceptual plan prior to the City approving any development permits for the properties. As such, this criterion is met.

   B. **Multimodal Circulation Plan**. Requirements in the proposed DA require that the conceptual plan for the development include multimodal transportation features such as bicycle/pedestrian routes, streets, trails, and other circulation facilities. As such, this criterion is met.

   C. **Development Details**. The proposed DA requires both a maximum development table and specific technical analyses be submitted for approval prior to the City issuing any development permits. This language has been vetted with the Integrated Capital Management Department to ensure the eventual submittal will be sufficient to their needs. As such, this criterion is met.

   D. **Limitations on Uses**. The proposed DA includes a section wherein certain primary uses are prohibited, regardless of these uses being allowed in the Community Business zone by the SMC (see SMC 17C.120 et seq.). These prohibited uses would not be allowed to be placed on the site by any future development under the DA. As such, this criterion is met.

   E. **Emergency Egress**. The proposed DA includes a requirement that the applicant provide internal circulation details (see item B above) as well as connections to external transportation. This detail will be sufficient to allow the City to determine adequate emergency access and egress exists prior to allowing development on the site. As such, this criterion is met.

   Staff finds the proposal meets the criteria set by the City Council in the adopting Ordinance, Ord C36613, adopted December 2, 2024. Final determination of this will be made by Plan Commission as part of their recommendation to City Council.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. Staff has considered the proposed DA in comparison to the original conditions for such an agreement included in Ordinance C36613 and finds that the DA requirements under consideration will meet the conditions in the ordinance.

VIII. STAFF RECOMMENDATION

Staff recommends **approval** of this DA.

IX. LIST OF EXHIBITS

A. Legal Description of Subject Parcels
B. Draft Development Agreement Restrictions on the Properties
C. Agency Comments Received
D. Public Comments Received

Legal Descriptions of Subject Parcels:

Parcel 1 (26265.0048):
26-26-42 PTN OF SEC DAF; BEG AT MOST SWLY COR OF HILLSIDE PARK PUD &TRUE POB, TH NWLY ALG SLY LN OF SD PUD 965.04FT, TH NELY ALGSLY LN 90.04FT, TH NWLY ALG SLY LN 312.12FT, TH S 19DEG 28MIN 50SDS E 74.83FT, TH S 41DEG 04MIN 18SDS W 245.90FT, TH S50DEG 50MIN 52SDS E 257.11FT, TH S 38DEG 53MIN 14SDS W438.41FT M/L TO NLY R/W LN OF INDIAN TRAIL RD TH SELY ALGNLY R/W TO INTER WITH NLY R/W LN OF WEILE AVE, TH NLY & ELYALG SD NLY R/W LN OF WEILE AVE TO TRUE POB

Parcel 2 (26262.0055):
26-26-42: A PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMING STREET, ACCORDING TO PLAT OF PACIFICHEIGHTS 9TH ADDITION; THENCE NORTH 48°51'00" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD, 258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE,THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THE POINT OF BEGINNING: THENCECONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 89°26'06" EAST, 51.39 FEET ALONG THE NORTH LINE OF THE SE 1 /4 OF THE NW 1/4 OF SAID SECTION 26 TO THE EAST LINE OF THE OF THE WE 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 26;THENCE SOUTH 00°37'42" WEST, 547.97 FEET ALONG THE EAST LINE OF SAID W 1/2; THENCE SOUTH 48°13'25" EAST, 2.50 FEET; THENCE NORTH 24°04'21" EAST, 186.75 FEET; THENCE SOUTH 59°07'19" EAST, 85.54 FEET;THENCE SOUTH 88°49'05" EAST, 107.57 FEET; THENCE SOUTH 54°52'30" EAST, 94.09 FEET; THENCE SOUTH 19°28'50" EAST, 74.83 FEET; THENCE SOUTH 41°04'18" WEST, 245.90 FEET; THENCE SOUTH 50°50'52" EAST,257.11 FEET; THENCE SOUTH 38°53'14" WEST, 438.41 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID POINT LYING ON A 1,472.18 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OFWHICH BEARS SOUTH 44°32'59" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°23'59", 87.35 FEET; THENCE NORTH 48°51'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 640.16FEET TO THE POINT OF CURVE OF A 915.44 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°23'06", 102.01 FEET TO THE POINT OF BEGINNING.

Parcel 3 (26262.0054):
26-26-42: A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN TRAIL ROAD AND FLEMINGSTREET, ACCORDING TO PLAT OF PACIFIC HEIGHTS 9TH ADDITION; THENCE NORTH 48°51'50" WEST ALONG THE CENTERLINE OF INDIAN TRAIL ROAD,

258.33 FEET TO THE POINT OF CURVE OF A 995.44 FOOT RADIUS CURVE TO THERIGHT; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'13", 100.39 FEET; THENCE NORTH 38°53'14" EAST, 40.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF INDIAN TRAIL ROAD AND THEPOINT OF BEGINNING: THENCE CONTINUING NORTH 38°53'14" EAST, 225.05 FEET; THENCE SOUTH 72°00'00" EAST, 135.39 FEET; THENCE NORTH 18°00'00" EAST, 582.65 FEET TO THE NORTH LINE OF THE SE 1 /4 OF THE NW1/4 OF SAID SECTION 26; THENCE NORTH 89°26'06" WEST, 609.17 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE SOUTH 00°39'58" WEST, ALONG THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4,474.56 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INDIAN TRAIL ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO CALLS: 1) SOUTH 35°31'35" EAST, 163.22 FEET TO THE POINT OFCURVE OF A 915.44 FOOT RADIUS CURVE TO THE LEFT; 2) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°56'19", 110.86 FEET TO THE POINT OF BEGINNING.

Parcel 4 (26262.0010):
262642PTN OF SW1/4 OF NW1/4 LYG NELY OF INDIAN TRAIL R D ANDS OF NEW SPOKANE CITY LIMITS

Parcel 5 (26262.0018):
26-26-42, PTN OF NW1/4 OF NW1/4: BEG 119.39 FT S OF NE COR OF SE1/4; TH S 80DEG 35MIN W, 86.9 FT; TH S 28DEG 25MIN W, 109.7 FT; TH S 31DEG 08MIN W, 152.5 FT; TH S 40DEG 14MIN W, 92.9 FT; TH S 57DEG36MIN W, 207.4 FT TO NLY LN OF INDIAN TRAIL RD; TH SE ALG SD RD TO S LN; TH E TO SE COR; TH N TO POB

Proposed Development Agreement – Excelsior Wellness

EXHIBIT B: FILE 25-004COMP

Department of Planning & Economic Development

NOTE: After the date of this Staff Report, the complete Development Agreement was created. The following Exhibit only represents the develpoment standards that were considered by Plan Commission during their Hearing on August 13, 2025.

As currently negotiated with Excelsior Wellness ("the Developer"), the Development Agreement would include, at a minimum, the following requirements:

1. Prior to approval of any development or land use permits by the City, the Developer shall submit the following materials and information for approval regarding all future expected development, subject to approval by the Director of Planning in consultation with the Integrated Capital Management department, depicting sufficient detail for consideration of the impacts and requirements for that development, as follows:

    a. A conceptual development plan showing the general location of all uses, including the following details:

        i. The general location of housing units by housing type (single-unit, middle housing, multi-unit), including, but not limited to:

            1. The maximum height of that housing in feet indicated by general location, subject to SMC 17C.111.230 & SMC17C.120.220, including consideration of transitional height standards in those sections.

        ii. The general location of non-residential uses by primary use, as listed in SMC Table 17C.120.100-1, subject to the limitations in section 2 below.

        iii. Major on-site street layout, indicating internal circulation as well as access/egress to/from W Indian Trail Rd.

            1. Interior roadways shall be interconnected and avoid cul-de-sacs or dead ends wherever possible, per SMC 17H.010.080, alternatives to be approved by the City.

            2. Multiple access points onto/from W Indian Trail Road are encouraged to avoid excessive stacking of vehicles in one location, unless a signal or roundabout is provided in which case a single entry/exit would be acceptable. Some driveways may be restricted to right-in, right-out movements.

        iv. Major pedestrian/bicycle access ways providing sufficient access from sidewalks and bike lanes on W Indian Trail Rd. and/or local streets west of Indian Trail serving as bike routes into the interior of the site.

1. The Developer is encouraged to contact adjacent property owners to explore interconnections with adjacent properties, though these connections are not a condition of approval of the conceptual development plan.

2. While sharrows and/or shared lanes may be used when other options are infeasible, these types of bicycle facilities are not considered ideal and should generally be avoided whenever possible.

v. Any proposed pedestrian crossings across W Indian Trail Rd.

vi. A proposed location for a signal or roundabout on W Indian Trail Rd, were one to be required due to development impacts and the need for safe entry/egress from the street. The final determination as to the need for this traffic improvement shall be the responsibility of the Integrated Capital Management department upon submittal and consideration of the site configuration and trip generation letter.

vii. Major utility connections (sewer and water) and on-site transmission mains and pipes, but not including proposed service connections between mains and structures, as those will be approved at the Building Permit stage.

viii. Estimates for water and sewer demand of the entire development, prepared by a certified engineer and submitted to the City for consideration and approval.

b. A development table providing the following details, sufficient to determine the long-range impacts of the overall development:

    i. The maximum number of residential units to be constructed on the site by housing type (single-unit, middle-housing, multi-unit).ii. The maximum square feet of non-residential uses to be constructed on the site by primary use listed in Table 17C.120.100-1.

c. A trip-generation letter prepared by a licensed traffic engineer, providing the trips to and from the site as shown in the conceptual development plan. The letter must be approved by the Spokane Integrated Capital Management Department. Trip generation shall be based on the expected use and shall be modified to meet any change in use at time of permitting.

d. A completed cultural resources survey of any previously undisturbed portions of the site, sufficient to meet State and local requirements, indicating the suspected or confirmed presence of historic resources, cultural resources, or remains on the site and, if found or suspected, sufficient protection of those resources subject to the approval of the City.

2. The Developer agrees that future development shall be conditioned upon the development table (see item 1.b above), prohibiting development beyond the maximum without additional submittals, consideration, and possible mitigation of transportation impacts and land use conflicts.

    a. Following approval of the conceptual development plan, any request to amend it shall be submitted to the Planning Director and processed as follows:

        i. Amendments that constitute a substantial change, as determined by the Director, shall be treated as a new application for purposes of vesting and concurrency and shall be reviewed and approved under the same process required for the original Development Agreement. For the purpose of this section, substantial change includes:

            1. Development density (number of units) greater than originally approved per section 1.b above; or

            2. Inclusion of property(ies) not originally bound by the Development Agreement; or

            3. Significant change in the proposal, including changes in points of ingress or egress; or alteration of conditions of approval that leads to significant built or natural environmental impacts that were not addressed in the original approval; or

            4. Change of use(s) on site.

        ii. Amendments that do not meet the threshold for substantial change may be considered and ultimately approved by the Planning Director, provided that the Integrated Capital Management department and any concerned agencies or departments are consulted about the change.

        iii. No development described in the proposed changes may be permitted until such time as the process outlined herein has been completed. However, development in line with the originally approved Development Agreement may continue in the meantime.

3. The Developer agrees that the following primary uses listed in SMC Table 17C.120.100-1 are not permitted on any portion of the site, including those portions with commercial zoning (Community Business):

    a. Adult Business
    b. Major Event Entertainment
    c. Mini-Storage Facilities
    d. High Impact Uses
    e. Manufacturing and Production

f. Railroad Yards
g. Warehouse and Freight Movement
h. Waste-Related Uses
i. Aviation and Surface Passenger Terminals
j. Detention Facilities
k. Mining
l. Rail Lines and Utility Corridors

Any other use permitted in SMC 17C.120.100-1 shall be subject to the requirements of that table and the remaining applicable portions of SMC 17C. Restriction on primary uses above does not extend to accessory uses, provided any accessory uses meet the requirements for accessory uses already present in Title 17 SMC.

4. The Developer agrees that any drive-through use shall be designed such that it includes and encourages walk-up traffic in addition to vehicle traffic. Vehicle-only drive-through uses are only permitted for pharmacy and other Health Related Service Needs. Drive throughs are also only allowed where the underlying zoning permit them it (i.e. Community Business).

5. The Developer agrees to consider placement of a City water transmission main through the properties such that the City of Spokane water system can connect from an existing transmission main in West Indian Trail Road to a proposed new water tower located northeast and adjacent to the property. Coordination and consultation with the Integrated Capital Management Department is required to confirm project details and timing.

    a. The City recognizes that the eventual placement of both water line and water tower are also influenced by factors and parties outside the Developer's control, the placement or agreement for placement of this line is not a condition of approval for future development permits.

6. The Developer agrees to consider wherever possible the use of drought-tolerant plantings and other features required by the Spokanescape program when designing and proposing landscaping on the site, including consideration of the following:

    a. 100 percent use of drought-tolerant or "low water use" plants.
    b. plantings that result in at least 50 percent living plant cover at maturity.
    c. No invasive or noxious weed species.
    d. Low volume, high efficiency irrigation components.
    e. Maintenance and design that limits or prevents overspray.
    f. Permeable surfaces and treatments.
    g. Use of thick mulch beds and other sustainable weed barriers.

7. The Developer agrees to pay the transportation impact fees shown in **Exhibit A**[1] of this agreement at the time of building permit approval. Additionally, the Developer agrees to pay applicable General Facilities Charge (GFC) fees at the time of building permit approval, shown in **Exhibit B**[2].

[1] *This exhibit will contain the currently adopted transportation impact fees in force at the time of Development Agreement acceptance. Information about this fee can be found here: https://my.spokanecity.org/business/commercial/impact-fees/*

[2] *This exhibit will outline the currently adopted General Facilities Charge fees for new development in force at the time of Development Agreement acceptance. Information about this fee can be found here: https://my.spokanecity.org/publicworks/general-facilities-charges/*

Exhibit C

Agency/Department Comments

Received as of July 29, 2025

From: MacNaughton, James (DAHP)
To: Freibott, Kevin
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement
Date: Wednesday, June 4, 2025 7:19:53 AM
Attachments: image004.png
image005.png
image006.png
image008.png
2017-01 CRS for Excelsior Youth Center Project.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Of course! My apologies for not thinking of that!

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM - 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Tuesday, June 3, 2025 1:14 PM
To: MacNaughton, James (DAHP) <james.macnaughton@dahp.wa.gov>; Macrae, James (DAHP) <James.Macrae@dahp.wa.gov>; Tasa, Guy (DAHP) <Guy.Tasa@DAHP.WA.GOV>
Cc: Randy Abrahamson <randya@spokanetribe.com>; Guy Moura <guy.moura@colvilletribes.com>; jill.wagner@cdatribe-nsn.gov
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement

External Email

Thank you, James. Could you possibly provide me with a copy of the 2017 CRS for my files? Thanks.

Kevin

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic

Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org
PLANSPOKANE
Resilient | Connected | Livable | 2046

Please note that my work schedule is currently 6:30 AM – 5:30 PM, Monday through Thursday

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From: MacNaughton, James (DAHP) <james.macnaughton@dahp.wa.gov>
Sent: Tuesday, June 3, 2025 12:27 PM
To: Freibott, Kevin <kfreibott@spokanecity.org>; Macrae, James (DAHP) <James.Macrae@dahp.wa.gov>; Tasa, Guy (DAHP) <Guy.Tasa@DAHP.WA.GOV>
Cc: Randy Abrahamson <randya@spokanetribe.com>; Guy Moura <guy.moura@colvilletribes.com>; jill.wagner@cdatribe-nsn.gov
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning Kevin

Thank you for reaching out to DAHP about this project. In researching the 2017 project it was discovered there was a human burial on the boundary of the Area of Impact. Therefore I am including our permitting specialist Assistant State Archaeologist James MacRae, and State Physical Anthropologist Guy Tasa in order to ensure we are covering all aspects of avoidance and mitigation.

As for the project area outside the 2017 survey, we are requesting a Cultural Resources Survey with testing for that outlying part of the Area of Impact.

Please let me know if you have any questions.

James

dahp
DEPT OF ARCHAEOLOGY & HISTORIC PRESERVATION

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM - 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

From: Freibott, Kevin

<kfreibott@spokanecity.org>
Sent: Monday, May 19, 2025 1:36 PM
Cc: McCall, Angie <amccall@spokanecity.org>; King, Emily <eking@spokanecity.org>
Subject: Request for Comments - Excelsior Wellness Development Agreement

External Email

Please see the attached request for Comments regarding a Development Agreement, a condition of approval for a Comprehensive Plan Amendment on W Indian Trail. Comments are appreciated by June 4, 2025. Thanks!

Kevin

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org

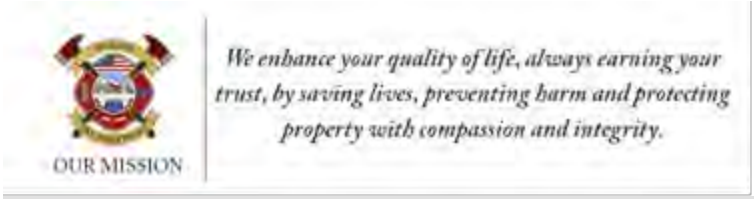
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From:	Kokot, Dave
To:	Freibott, Kevin
Subject:	RE: Request for Comments - Excelsior Wellness Development Agreement
Date:	Tuesday, June 3, 2025 6:54:05 AM
Attachments:	image003.png image005.png

Fire has no comments.

David F. Kokot, P.E. | Spokane Fire Department | Fire Protection Engineer
509.625-7056 | *fax* 509.625.7006 | dkokot@spokanefire.org | [spokanefire.org]spokanefire.org



From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Monday, May 19, 2025 1:36 PM
Cc: McCall, Angie <amccall@spokanecity.org>; King, Emily <eking@spokanecity.org>
Subject: Request for Comments - Excelsior Wellness Development Agreement

Please see the attached request for Comments regarding a Development Agreement, a condition of approval for a Comprehensive Plan Amendment on W Indian Trail. Comments are appreciated by June 4, 2025. Thanks!

Kevin

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org

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From: Fredrickson, Beryl
To: Freibott, Kevin
Cc: McCall, Angie; King, Emily; Davis, Marcia; Papich, Mark
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement
Date: Tuesday, May 20, 2025 9:18:36 AM
Attachments: image002.png
Draft Condition Language for Applicant- 25-004COMP KF 20250508.pdf
image004.png

Kevin,

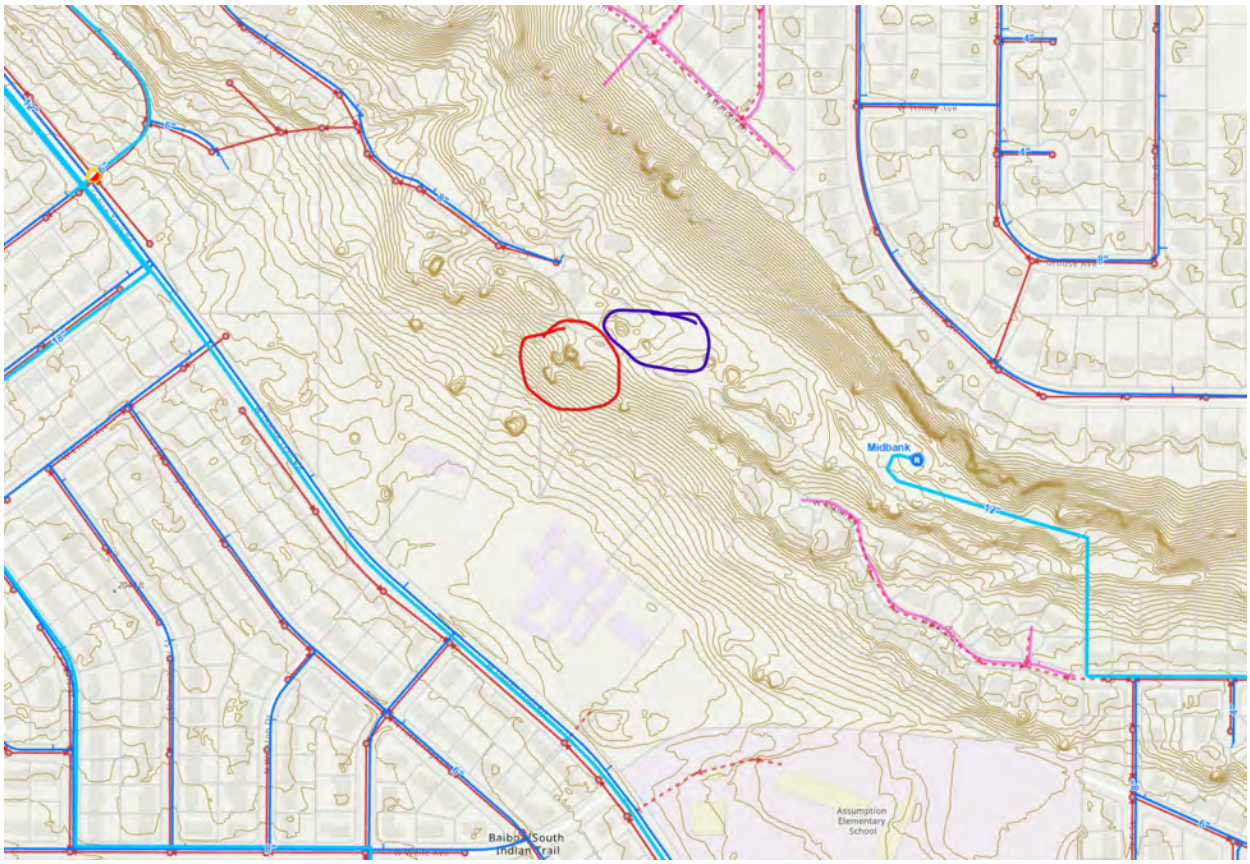
Thanks for sending over the draft language. The draft conditional language letter includes requests for clear documentation on transportation details and design with a trip generation letter. The letter should also include language requiring sewer and water utility locations and more specifically connection points to the existing utilities. It should include language for with a water and sewage demand estimates. The commercial area will allow manufacturing which those types of demands are more difficult to estimate. I would assume that it is unlikely that manufacturing would be located in this area, but it must be accounted in the estimates. The current language will help ICM in estimating sewage and water demands for the area. There are several 8-inch sewer lines, that may be undersized, that this development area will connect to.

Brainstorming here: We are also looking for a location for North Hill pressure zone tank. This project is in the 6year capital program, but an official site has not been selected. The tank should be located at an elevation around 2160 feet (see red circle) and near Indian Trail Road. This elevation is located in property 26261.3401 which is not within this development area boundaries. The city has not reached out to the owner of property 26261.3401. The city owns the purple circled property which could also be a good location for a tank. This location has not been fully vetted. It is rocky and heavily treed. We may want to add language for a transmission main with maintenance access to be located withing the development area to the City's property.

Marcia, Mark and Kevin,

What do you think about this addition to the text in the letter?:

Developer shall provide a full build out projected water and sewer study by a licensed engineer that shows average and peaking daily and hourly demands and required fire flow for the Project area. Specify where the sewer and water connections to the existing system are expected. This information is required to maximize development approval while tracking total existing system demands and future development planned system demands. Possible solutions to reduce water demands include adding fire sprinklers to all proposed buildings and reducing outdoor irrigation needs by using xeriscaping or "Spokanescape" type landscapes. This provides a reduction in water use and the additional benefit of lower maintenance saving both time and money. This development area is located near a possible future water tank site. The City may require a water main easement through the property and maintenance truck access to the east of the development area.



Thanks,

B

Beryl Fredrickson, PE | Senior Engineer
Integrated Capital Management | Washington Water Utility Council Chair

This communication is a public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Tuesday, May 20, 2025 7:30 AM
To: Fredrickson, Beryl <bfredrickson@spokanecity.org>
Cc: McCall, Angie <amccall@spokanecity.org>; King, Emily <eking@spokanecity.org>
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement

Hi, B. The DA will require that they furnish that information as well as a site plan for City approval before they can get building permits. Essentially, they don't know for sure what they want to do here and are trying to build in some flexibility. Naturally, *we're* trying to get some certainty.

I send you the current draft of the language if that would help. It's drafty draft at this point (see attached).

Kevin

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org
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From: Fredrickson, Beryl <bfredrickson@spokanecity.org>
Sent: Monday, May 19, 2025 6:54 PM
To: Freibott, Kevin <kfreibott@spokanecity.org>
Cc: McCall, Angie <amccall@spokanecity.org>; King, Emily <eking@spokanecity.org>
Subject: RE: Request for Comments - Excelsior Wellness Development Agreement

Hi Kevin,

Could you provide an estimated of a full build out unit count for the moderate residential areas for this agreement?

Thanks,

B

Beryl Fredrickson, PE | Senior Engineer
Integrated Capital Management | Washington Water Utility Council Chair

This communication is a public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Monday, May 19, 2025 1:36 PM
Cc: McCall, Angie <amccall@spokanecity.org>; King, Emily <eking@spokanecity.org>
Subject: Request for Comments - Excelsior Wellness Development Agreement

Please see the attached request for Comments regarding a Development Agreement, a condition of approval for a Comprehensive Plan Amendment on W Indian Trail. Comments are appreciated by June 4, 2025. Thanks!

Kevin

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org
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Exhibit D

Assembled Public Comments

Received as of July 29, 2025

The following comments were received by staff by noon on **July 29, 2025**. Any comments received after that date will be forwarded directly to the Plan Commission prior to their Hearing on the subject. After the PC hearing, any new comments will be forwarded directly to the City Council.

From: Leute Norberto
To: Freibott, Kevin
Subject: Re: Request for Comments: Development Agreement for Excelsior Wellness
Date: Monday, May 19, 2025 3:45:14 PM
Attachments: image002.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

How is traffic congestion going to be handled? There is a very spotty history of poor traffic planning. How is the parking going to be addressed for residential areas? How are future developers going to build fireproof buildings and houses? We are at significant risk of fires; this is the time to start addressing these issues. Just remember the residential area didn't burn down by fire, but by wind, which brought in embers.

On Mon, May 19, 2025 at 1:37 PM Freibott, Kevin <kfreibott@spokanecity.org> wrote:

> Good afternoon! You are receiving this email because you commented on last year's Indian Trail Comprehensive Plan Amendment. As you may remember, the City Council approved the comprehensive plan amendment but required the applicant (Excelsior Wellness) to sign a development agreement with the City. The time has come to prepare and adopt that development agreement. I've included the pertinent details in the attached letter. Please take a look and contact me with any questions or comments. Thanks again for your participation in this process—I look forward to hearing from you.
>
> Sincerely,
>
> Kevin Freibott

Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development

509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org

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Please note that my work schedule is currently 6:30 AM – 5:30 PM, Monday through Thursday

From: K M
To: Freibott, Kevin
Subject: Re: Request for Comments: Development Agreement for Excelsior Wellness
Date: Sunday, June 8, 2025 7:33:23 PM
Attachments: image002.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Kevin.
I can't get your attachment to open. Mind resending?

In short, this is our neighborhood. We already have a hard time crossing Indian Trail at Kathleen. Walking along said "highway" to get to the school crosswalk makes a fun walk a loud, scary experience especially with a dog and/or kids. Clearly increased traffic is undesirable. And Excelsior's plan to put in 5 story apartments with 365(?) units is way out of line for this location. It's hard to imagine half that many units on an already congested 4 lane highway.

And they also want commercial space? As a nonprofit, how would that work?? Do they seek financial gain from renting space out to businesses? What kind of businesses? Has anyone considered how hard it is to pull out and make a turn into the opposite lane now (try making a left turn from Yokes back onto Indian Trail).

I feel there is no regard for the actual limited space for a project of this scale in our neighborhood. 50 units limited to 2 stories max would seem more appropriate in every way.

I'll call tomorrow!

Thanks, Mary

P.S. Emergency evacuation would be a nightmare with a development of this size. On Saturday, there was a 1 acre fire nearby (8000 Blk North Pamela Street). It will happen again in our beautifully forested area. Imagine ~365 more cars trying to escape a forest fire using Indian Trail Road.

_____
From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Monday, May 19, 2025 8:36 PM
Subject: Request for Comments: Development Agreement for Excelsior Wellness

Good afternoon! You are receiving this email because you commented on last year's Indian Trail Comprehensive Plan Amendment. As you may remember, the City Council approved the comprehensive plan amendment but required the applicant (Excelsior Wellness) to sign a development agreement with the City. The time has come to prepare and adopt that development agreement. I've included the pertinent details in the attached letter. Please take a look and contact me with any questions or comments. Thanks again for your participation in this process—I look forward to hearing from you.

Sincerely,

Kevin Freibott

[City%20Logo_2%20color_tif]
Kevin Freibott, MA ORGL | Senior Planner | City of Spokane - Planning and Economic Development
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org<http://www.spokanecity.org/> |
spokaneplanning.org<http://www.spokaneplanning.org/>
[A close-up of a logo Description automatically generated]<planspokane.org>
Please note that my work schedule is currently 6:30 AM – 5:30 PM, Monday through Thursday

From:	Jim Davis
To:	Freibott, Kevin
Cc:	Bill Garry; Gary Jablonski; Ben Markham; LeAnna Shauvin
Subject:	Hillside Park Board of Trustees Comments on Development Agreement Z23-479COMP Excelsior Wellness
Date:	Tuesday, June 17, 2025 4:32:58 PM
Attachments:	DevAgreementMap.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon Kevin, hope you are well. Here are the subject comments.

Best Regards.

Jim

We the undersigned are the Board Of Trustees of the Hillside Park Owner's Association, a Planned Unit Development that is North of and shares a boundary with the project area and the property owned by Excelsior Wellness. While we understand that the Comprehensive Plan Amendment and the land use and zoning changes requested in it have been approved, we feel it necessary to request some limitations and requirements to the development of the property to mitigate adverse affects to the quality of life and property values of our residents. The approval of a zoning change to Residential Moderate and General Commercial to this 32 acre parcel surrounded on all sides by property zoned Residential Low is going to have a significant adverse impact to the entire neighborhood, not just to our community. Accordingly, we make the following requests to be included in the Development Agreement.

Site Plan:
The developer and Excelsior Wellness have stated that they intend to construct as many as 300+ multifamily dwelling units and commercial structures on their 32 acre property, this will result in a significant increase in population density, noise, light pollution, impact to Hillside Park viewsheds, destruction of wildlife habitat, and increased risk of trespass on Hillside Park private property and common lands. We request that this project be reduced to no more than 200 multifamily dwelling units and commercial structures.

We also request that the location of the tallest multi-family housing units within the area zoned Residential Moderate be located in the western portion and as close to Indian Trail Road as possible. Location of structures of this size & height in this portion will mitigate the impact to Hillside Park residents as this portion of land abutting the Excelsior boundary is Hillside Park common land with no private residences on it. Should structures of this type be located on the eastern portion of the Excelsior property zoned Residential Moderate they will severely impact the property values of eight private lots that share a boundary with Excelsior. 55 foot high structures in this area will be directly in the viewshed of these eight residences on Excell Ln. The addresses of the these eight residences are: 3419, 3423, 3427, 3431, 3503, 3507, 3511, & 3515. These eight homes have no Association common land

buffer between them and Excelsior. 55 foot high structures in this location will result in blocked views, excessive noise, and light pollution for all eight residences. Accordingly, we request that multifamily structures in this area be limited to one story in height and set back as far as possible from the southern boundaries of these eight lots. (see attached map)

Because of the significant probability of increased trespass on Hillside Park common and private land we also request that Excelsior Wellness be required to construct a fence on the entire length of the common boundary our association shares with Excelsior Wellness. At the Hillside Park Owners Association Annual Meeting on Sunday, June 1, 2025, the following resolution was unanimously approved:

As a condition of approval of the subject development agreement, Excelsior Wellness shall construct a fence along the entire length of the shared boundary with the Hillside Park owners Association.

The fence is depicted by the heavy black line on the attached map.

Please direct any comments or questions to me at the number below or to Bill Garry on 907-854-2207.

Attachment

Respectfully.

Hillside Park Board of Trustees

Bill Garry	*President*
Jim Davis	*Vice President*
Ben Markham	*Secretary*
Gary Jablonski	*Treasurer*
LeAnna Shauvin	*Member at Large*

Jim Davis
(520) 822-4592

From:	Michele Mcclaflin
To:	Planning & Development Services Comp Plan; Freibott, Kevin
Cc:	William & Jeanine Garry; Jim Davis; Gary Jablonski; LeAnna Shauvin; Mack Cain; Klein Dan; Daniel Clark; Kim Bush; Curtis, Sondra; Bruce and Steffanie Ottmar (HPHA); John/Tara Smith; Theresa Stone; rashmi.dolly123@gmail.com; Gordon Aden; Matt Brannon; Culberson, Chris; Debra Hill; Ryan Kee; Kathryn Kuhn; Tong & Chen Liu; Ticia Brannon; bmarkham3@aol.com
Subject:	Excelsior expansion concerns
Date:	Monday, June 23, 2025 5:07:30 PM
Importance:	High

[CAUTION - EXTERNAL EMAIL - Verify Sender]

June 20, 2025
Dear City Council and Planning Department;
I have previously written two letters to the Planning Department in regard to this issue. My prior emails were dated: 7/23/2024 and 10/07/2024.
I am writing to oppose the proposed development in it's current plan of the approximate 300+ multi-family homes and expanded facilities behind our HOA neighborhood and ask you for some alternate considerations.
This project would destroy vital wildlife habitat, endangering local species such as deer, marmots, wild rabbit, raccoons, porcupines, cougars, coyotes, and the occasional moose and bear. It would also include the destruction of habitat for all the owls and all the various birds and hummingbirds (which we currently have nested in a tree). The removal of trees and natural areas will have a permanent negative impact on our local environment.
Additionally, Indian Trail is already severely congested and lacks traffic lights at Woodside and Indian Trail. Woodside Avenue use to be just a very local residential street. Unfortunately, with all the more recently approved apartments and homes that have been built over the last 5 years along the north Indian Trail corridor Woodside Avenue is now practically major thoroughfare. If Excelsior adds hundreds of new housing units it will significantly worsen traffic, increase safety risks, and strain existing infrastructure. At a minimum, a traffic light at Indian Trail and Woodside would be necessary.
I *urge* the city to require a comprehensive environmental impact assessment and to consider alternative designs that preserve wildlife habitat and green space and to address these traffic concerns. Protecting our neighborhood's character and the local ecosystem should be a top priority.
At a minimum, please consider limiting the number of multi-family homes to less than 200 and hopefully curb/limit the request for expanded facilities. Also, a 6 to 8 foot tall fence between our Hillside Park HOA community and the Excelsior facilities/housing would help prevent the continual issues of trespassers (it has been mostly teenagers/young adults) over the last 25 years!!
To conclude these are some other concerns:
Increased traffic congestion will worsen safety and quality of life as more congestion will lead to a higher risk of accidents, especially rear-end collisions and pedestrian injuries. It is a fact that stop-and-go traffic increases driver frustration and increases risky behaviors like speeding and inattentiveness.
Poor air quality disproportionately affects vulnerable groups, including children, the elderly, and those with preexisting health conditions. Slow-moving traffic increases

air pollution, which is linked to higher rates of respiratory issues, excess morbidity, and even premature deaths for people living near congested roads.
Traffic noise, vibrations from vehicles, and pollution degrades neighborhood peace and lowers property values.
Increased traffic congestion results in unpredictable and longer travel times, causing stress, missed appointments.
The overall convenience, safety, and character of the neighborhood will be diminished, making it less desirable for current and future residents. Increased traffic congestion will make our neighborhoods less safe, less healthy, and less enjoyable to live in.
Please look at this as if this was YOUR home, YOUR investment, YOUR family, YOUR life. We care about our community and our neighbors. I would hope that you would try to consider this from this point of view.
Thank you for your consideration.
Kindest regards,
Michele Taylor McClaflin
3503 W Excell Ln
Spokane, WA 99208
509-990-9915

From: McCall, Angie <amccall@spokanecity.org>
Sent: Wednesday, July 23, 2025 10:33 AM
To: Freibott, Kevin <kfreibott@spokanecity.org>
Subject: FYI - Public Comment for Excelsior Wellness

FYI

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Bank, Jesse <jbank@spokanecity.org>
Sent: Wednesday, July 23, 2025 10:32 AM
To: McCall, Angie <amccall@spokanecity.org>
Cc: Gardner, Spencer <sgardner@spokanecity.org>
Subject: Fwd: Plan Commission meeting held 7/9/2025

Hi Angi -

I received the attached public comment for the Excelsior Wellness Development agreement. Please include in the package of public comment.

Thanks -

Jesse Bank

// Spokane Plan Commission
e // jbank@spokanecity.org
p // 541.777.7071

Begin forwarded message:

From: Allison Mohr <allisonmohr@yahoo.com>
Subject: Plan Commission meeting held 7/9/2025
Date: July 9, 2025 at 6:32:16 PM PDT
To: "jesse.bank@northeastpda.com" <jesse.bank@northeastpda.com>
Reply-To: Allison Mohr <allisonmohr@yahoo.com>

I listened to the Excelsior Wellness Development Agreement Workshop in the Plan Commission Meeting on July 9, 2025, in that meeting there was a discussion of building height approvals for Excelsior Wellness. Part of the discussion was what I thought was a flippant conversation about the people living on the south side of Excell Ln don't really have a view; so losing it was no big deal. How do you know this? Has anyone visited, or investigated what those residents will be losing when a 55 foot high building is planted smack dab in the middle of their view? I recognize Spokane is trying to build housing, but in the process I feel the planning people and city council are marginalizing the people, such as myself, who already live here.

When one buys into an Residential Low zoned area, one has a reasonable expectation that tall buildings will not be built in the area. Would you enjoy a 55 foot tall building placed in your neighborhood?

It's futile, I know.

Allison Mohr
520.822.4483

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	7/22/2026
Clerk's File #	RES 2026-0057
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	APPOINTMENT OF MEGAN DUVALL AS THE DIRECTOR OF ARTS, CULTURE,

Agenda Wording

A resolution approving the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane.

Summary (Background)

This resolution approves the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane.

What impacts would the proposal have on historically excluded communities?

Arts, Culture, and Historic Preservation is an administrative department within the Community and Economic Development Division. The Arts, Culture, and Historic Preservation Department fosters stewardship and investment in historic properties by providing incentives to redevelop, rehabilitate, and revitalize properties and buildings while preserving character, creating construction jobs, and increasing the tax base for the community. The department also promotes, develops, and executes programs to enhance public awareness of and interest in the arts and the preservation of the city of Spokane's cultural heritage.

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 resolution approves the appointment of the director of the Arts, Culture, and Historic Preservation Department.

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

This resolution approves the appointment of the director of the Arts, Culture, and Historic Preservation Department.

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?

SMC 03.01B.050

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Megan Duvall mduvall@spokanecity.org	aadams@spokanecity.org
CEDNHHSAccounting@spokanecity.org	

RESOLUTION 2026 – 0057

A resolution approving the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	7/16/2026		
Clerk's File #	RES 2026-0058		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING COUNCIL OPERATIONS GUIDE		

Agenda Wording

A resolution adopting a "Council Operations Guide" pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

Summary (Background)

The City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions. Historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions. The Council recently engaged the Matrix Consulting Group ("Matrix") to evaluate council operations and to develop an "operations guide" for the City Council office. Matrix completed its review in June and, as contracted, prepared a draft "Council Operations Guide" for the Council's consideration and potential adoption, which draft is attached as Exhibit "A" to the resolution. As currently written, the resolution formally adopts the Council Operations Guide and provides that it will be binding on all City Council members and staff as of the effective date of the resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

What impacts would the proposal have on historically excluded communities?

None discernable. The Operations Guide is intended to ensure orderly and efficient operation of council, and, to that extent, benefits all Spokane citizens.

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

The operations guide will be reviewed periodically to ensure recommended procedures and rules function well.

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

See answer above.

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

Resolution and guide are consistent with Section 9 of the City Charter and SMC 02.005.

Council Subcommittee Review

Extensive review of Matrix recommendations by council as a whole and the Operations Workgroup.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
mpiccolo@spokanecity.org	aadam@spokanecity.org

RESOLUTION 2026-0058

A resolution adopting a “Council Operations Guide” pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

WHEREAS, the City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions; and

WHEREAS, historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions; and

WHEREAS, the Council recently engaged the Matrix Consulting Group (“Matrix”) to evaluate council operations and to develop an “operations guide” for the City Council office; and

WHEREAS, Matrix completed its review in June and, as contracted, prepared a draft “Council Operations Guide” for the Council’s consideration and potential adoption, which draft is attached hereto as Exhibit “A” to this resolution (hereafter, the “Operations Guide”); and

WHEREAS, the Council has reviewed the proposed Operations Guide and finds it suitable for adoption; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby adopts the Operations Guide; and

BE IT FURTHER RESOLVED that the Council Operations Guide shall be binding on all City Council members and staff as of the effective date of this resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE

City Council Office

COUNCIL OPERATIONS GUIDE

Roles, Responsibilities, Protocols & Performance Standards

Effective: 2026 | 808 W. Spokane Falls Blvd., Spokane, WA 99201

Questions: contact the Council Executive Director

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1. Introduction

1.1 Purpose

The Legislative Services and Council Operations Guide is the primary operational reference for all Council Office staff and newly elected Council Members. It documents roles, responsibilities, protocols, and performance expectations that govern how the City Council and its staff deliver legislative services to the residents of Spokane.

It serves four purposes:

- **Onboarding:** Orient newly elected officials and newly hired staff to office operations, expectations, and resources.
- **Consistency:** Establish shared standards for assigning, performing, and communicating work.
- **Accountability:** Define clear expectations to support performance management.
- **Continuity:** Preserve institutional knowledge through election cycles and staff transitions.

This guide supplements — and does not supersede — the City Charter, the Spokane Municipal Code (SMC), the Council Rules of Procedure, and applicable City administrative policies. Where conflicts arise, the formal legal authorities take precedence.

This is a living document. The Council is responsible for reviewing and, by resolution, adopting an updated version of this each year, ensuring that it continually reflects the Council's vision and desired legislative approach. The Council Executive Director is responsible for maintaining and distributing current versions of this Guide.

1.2 Mission & Values

The Council Office exists to support the City Council's mission as the City's legislative body.

> *Mission: To provide professional, nonpartisan legislative support that enables the City Council to govern effectively, transparently, and in the public interest.*

The office is guided by these values:

- **Public Service:** The Council Office's primary obligation is to serve the residents of Spokane and uphold the public interest through effective, equitable, and accountable legislative support, responsive constituent services, and accessible policymaking processes.
- **Professionalism:** Council Members and staff are expected to maintain an atmosphere of professionalism grounded in respect, preparedness, accountability, and constructive communication. Staff is expected to provide accurate, timely, and solution-oriented work products that support informed decision-making and effective governance. Professionalism is demonstrated through respectful interactions, adherence to established policies and procedures, appropriate workplace conduct, and a commitment to effective legislative operations.
- **Integrity:** Council Members and staff are expected to conduct themselves with accountability, impartiality, mutual respect, and responsible stewardship of public resources. While Council Members appropriately advance policy priorities reflective of their elected roles, staff are expected to maintain objectivity, neutrality, and professional independence in performing their responsibilities.
- **Responsiveness:** Council Members and staff are expected to be responsive, accessible, and professional in their interactions with one another, constituents, partner agencies, and stakeholders. Responsiveness includes timely communication, reliable follow-up, and equitable access to staff support and organizational resources.
- **Continuity:** Institutional knowledge, operational practices, and legislative records are maintained and transferred to support organizational consistency, stability, and effective operations regardless of election outcomes or staff changes.

2. Governance Context & Organizational Overview

2.1 Form of Government

Spokane (population approximately 230,609) operates under a Council-Mayor form of government. The City Charter vests all ordinance-making and budget appropriations authority in the City Council while assigning executive and administrative authority to the Mayor. This structural separation means the Council requires independent professional capacity to effectively develop, evaluate, and implement policy.

2.2 Council Composition

The City Council is composed of seven elected members: one Council President, elected at large, who serves as presiding officer; and six Council Members, each representing one of three population-based geographic districts (two per district). All members serve four-year terms, limited to two consecutive terms. The Council President and each Council Member have equal voting rights.

2.3 Governing Authorities

Authority	Relevant Provisions
Spokane City Charter	Legislative authority of the Council (Article III); form of government (Article IV); ethics and conflicts of interest (Art. IV §36); neighborhood councils (Article VIII). Ordinances require two public title readings; the Mayor has 10 days to respond to a Council action with veto power; the Council may override a veto within 30 days by five affirmative votes.
Spokane Municipal Code (SMC)	SMC §02.005 defines Council composition, the Council President's role as department head, and the Council Legislative Assistant structure. SMC §02.01 governs Rules of Procedure. SMC §01.04 establishes the City's ethics code.
Council Rules of Procedure	Adopted by resolution (currently Resolution 2026-0009, adopted March 9, 2026). Governs meeting conduct, agenda processes, committee operations, public comment, voting, and parliamentary procedure. Reviewed and updated annually by February 28.
Washington State Law	Governs city authority and responsibilities, open public meetings (RCW 42.30), public records (RCW 42.56), the Washington Minimum Wage Act (WMWA) governing overtime, and other applicable requirements.

2.4 Staffing Model

The Council Office uses a hybrid model: centralized professional staff serving the full Council, and member-assigned Legislative Assistants supporting individual Council Members.

Position	Count	Service Type
Council President + Council Members	7 elected	Legislative Body

Council Executive/Office Director	1	Centralized
Policy Advisor	1	Centralized
Budget Director	1	Centralized
Director of Communications	1	Centralized
Manager of Intergovernmental Affairs	1	Centralized
Policy Analyst	0-1	Centralized
Budget Analyst	0-1	Centralized
Senior Executive Assistant	0-1	Centralized
Legislative Assistants	3-7	Member/District-Assigned

Centralized positions serve the Council as a whole. Member-assigned Legislative Assistants serve their individual Council Member/the Council members elected to their respective district.

2.5 Supervisory Structure

The Council President serves as department head and provides high-level oversight of the Council Office. The Council Executive Director manages day-to-day operations and has direct supervisory authority over all Central Staff. All Council Office employees serve in an at-will capacity. Each Council Member directly hires, supervises, and may discharge their assigned Legislative Assistant, with the Council Executive Director providing HR oversight. HR and administrative authority over Central Staff rests exclusively with the Council Executive Director; individual Council Members may not direct Central Staff assignments without coordinating through the Council Executive Director.

2.6 Office Budget

The Council Office budget is adopted annually as part of the City's General Fund. The Council President serves as the primary signatory for Council Office budgetary expenditures. The Council President may approve budget expenditures of $10,000 or less without a full council vote; expenditures above $10,000 that differ from the adopted budget require approval by four Council Members at an open public meeting.

If there is a question about whether a proposed expenditure falls within or outside the $10,000 threshold — including disputes about whether related purchases should be treated as a single transaction — the Council Executive Director makes an initial determination in consultation with the Budget Director. If the Council President disagrees with that determination, the matter is brought to the full Council for resolution at the next available open public meeting before the expenditure is authorized.

3. Roles & Responsibilities

Role definitions below describe primary duties and scope. They supplement and should be read alongside official job classifications.

3.1 Council President

In addition to all duties shared with Council Members, the Council President:

- Presides over all City Council meetings and ensures compliance with the Rules of Procedure.
- Represents the Council on intergovernmental boards and regional bodies (Airport Board, PFG Board, Community Assembly, etc.).
- Makes annual appointments of Council Members to standing committees, external boards, and commissions, subject to full Council confirmation.
- Serves as department head of the Council Office; delegates day-to-day management to the Council Executive Director.
- Approves travel, budget expenditures, and administrative matters on behalf of the Council Office.
- Serves as Mayor Pro Tem in the Mayor's absence or incapacity, at which time legislative responsibilities are temporarily suspended.
- Participates in recurring, weekly one-on-one meetings with the Mayor.
- Receives some administrative support from the Senior Executive Assistant.

3.2 Council Members

Council Members carry out the following legislative, policy, and community responsibilities:

- Research, evaluate, deliberate, and vote on ordinances, resolutions, budgets, and policy measures.
- Develop, sponsor, and advance policy initiatives that reflect district priorities, community needs, and broader interests of the City.
- Chair or serve on standing committees: Public Safety & Community Health; Public Infrastructure, Environment & Sustainability (PIES); Urban Experience; and Finance & Administration.
- Represent the City's legislative interests on assigned regional boards, commissions, intergovernmental committees, and community partnerships.
- Maintain accessible, responsive, and professional constituent services.
- Participate in public communication efforts, including media interviews, public meetings, community outreach, and dissemination of legislative information.
- Engage regularly with Neighborhood Councils, community organizations, and partner agencies to support collaboration, transparency, and public involvement in local governance.
- Participate in recurring coordination meetings with the Mayor, Council leadership, staff, and other governmental partners to support intergovernmental communication and organizational alignment.
- Hire, supervise, direct, and may discharge assigned Legislative Assistant staff.
- Attend and actively participate in required legislative functions, including agenda review sessions, legislative meetings, standing committee meetings, study sessions, regional assignments, and district-related community meetings and events.

3.3 Council Executive Director

The Council Executive Director is the chief administrative officer of the Council Office, providing strategic leadership, operational oversight, and day-to-day management support to the City Council and Central Staff. Reporting to the Council President and Council Members, the position oversees legislative support operations, Central Staff supervision, workflow coordination, agenda management, personnel and budget administration, and the development of standardized procedures to ensure consistent, effective, and equitable support services aligned with Council priorities and legislative responsibilities. In the event of an extended absence, prolonged leave, or vacancy in the Council

Executive Director position, the Policy Advisor shall perform the duties of the position on an interim basis to ensure continuity of Council Office operations, staff coordination, and legislative support until the Council Executive Director returns, the position is filled or otherwise directed by the City Council.

To maintain clear lines of supervision and coordination, requests for administrative support from Central Staff should be coordinated through the Council Executive Director, who may then assign or prioritize work for the Senior Executive Assistant as appropriate.

3.4 Policy Advisor

The Policy Advisor serves as the lead for procedural and policy development and analysis, supporting the City Council by conducting research on initiatives and reviewing ordinances, resolutions, and legislative proposals. The position coordinates with the City Attorney's Office on Council-related legal matters, provides guidance on legislative procedures and compliance with Council Rules of Procedure, supports legislative workflow coordination and operational consistency, and assists in the supervision of the Policy Analyst. The Policy Advisor assumes the duties of the Council Executive Director in the event of a protracted absence and/or vacancy.

3.5 Budget Director

The Budget Director provides fiscal oversight, budget analysis, and financial policy support to the City Council, including reviewing the Mayor's proposed budget, preparing budget amendments, coordinating fiscal notes, and analyzing legislative and financial impacts. The position serves as the Council's primary resource for budget development, financial forecasting, labor and contract-related fiscal analysis, and oversight of the Council Office budget, while supervising budget analysts and supporting Council decision-making throughout the annual budget process.

3.6 Director of Communications

The Director of Communications provides the Council with an independent voice through communications, media relations, and public information support separate from the executive branch. The position oversees Council communications strategies, public outreach, media coordination, digital communications, and Council meeting broadcast content, while supporting consistent messaging across Council offices and maintaining a Council-approved communications strategic plan to guide communication priorities, protocols, and resource allocation.

3.7 Manager of Intergovernmental Affairs

The Manager of Intergovernmental Affairs provides the City Council with legislative advocacy, government relations, and regional coordination support, including monitoring federal, state, and regional legislative activity; coordinating lobbying and legislative agenda efforts; and facilitating partnerships with government agencies, regional organizations, and community stakeholders. The position also supports policy analysis and strategic coordination related to intergovernmental relations, nonprofit and community partnerships, grant and funding opportunities, and other regional policy initiatives affecting Council priorities and legislative interests.

3.8 Policy Analyst

The Policy Analyst(s) provide the City Council and Central Staff with dedicated legislative, policy, and analytical support within assigned subject-matter portfolios aligned with Council priorities and major areas of City operations, and coordination with the appropriate Administrative departments. Responsibilities include conducting policy research and analysis, supporting ordinance and resolution development, preparing legislative briefings and presentations, assisting with committee operations and agenda review, monitoring legislative and regional developments, and providing research and background materials to support Council decision-making. One Analyst position is assigned, in whole or in part, to fiscal analysis functions in coordination with the Budget Director. These positions are

structured to provide focused legislative and policy support aligned with the Council's core legislative mission.

3.9 Senior Executive Assistant

The Senior Executive Assistant provides centralized administrative coordination and executive-level support to the City Council and Central Staff under the direction of the Council Executive Director. This position serves as the Council Office's primary administrative support role and central administrative resource, with responsibility for procurement, clerical support, scheduling, purchasing and expense administration, public records request tracking, constituent inquiry coordination, and logistical support for Council meetings and events.

The position also provides scheduling and communications support for the Council President, maintains centralized calendars, supports standardized office procedures, and helps ensure administrative workflows are completed consistently across the Council Office. In coordination with Policy Analysts, the Senior Executive Assistant may also assist with committee agenda preparation and related meeting materials, including agenda formatting, posting, packet preparation, and follow-up documentation. By centralizing these administrative functions, the position allows policy and analytical staff to remain focused on legislative research, budget analysis, committee support, and other higher-level Council priorities.

3.10 Legislative Assistants

Legislative Assistants provide primarily administrative and constituent support to their assigned Council Member, including calendar management, scheduling, constituent communications, meeting and event coordination, correspondence preparation, district outreach coordination, and assistance with communications and community engagement activities. The position serves as the primary day-to-day administrative support resource for Council Members and facilitates coordination between Council Members, constituents, community organizations, and City departments.

Legislative Assistants are assigned to support specific Council Member offices and are expected to coordinate cross-office workload requests through the Senior Executive Assistant. Communications on legislative matters where the Council has not formally taken a position must be clearly identified as representing the views of the individual Council Member rather than the full Council.

4. Core Services & Work Products

4.1 Primary Services

Primary services most directly advance the Council's legislative mission and receive priority in workload planning. This is a coordinated effort between the Council and Administration, with roles outlined below:

- **Legislative Research & Analysis:** Objective, independent research and analysis on policy issues, ordinances, resolutions, and legislative proposals.
- **Policy & Ordinance Development:** Translating Council initiatives and ideas into enforceable policy and law through research, stakeholder engagement, drafting, and legal review.
- **Budget Review & Fiscal Oversight:** Developing Council goals and priorities, independently analyzing the Mayor's proposed budget, developing budget amendments, and evaluating fiscal impacts of legislation.
- **Agenda & Legislative Process Management:** Managing the legislative workflow from item submission through committee review, agenda placement, public hearing, and final Council action.
- **Constituent Services:** Primary contact for city residents, including navigating district-specific needs and requests, responding to inquiries, coordinating issue resolution with City departments, and managing public records requests.
- **Public Communications:** Council communications, media relations, legislative summaries, and community outreach and education.
- **Committee & Meeting Coordination:** Organizing committee work programs, agendas, and facilitating public deliberation.
- **Intergovernmental Affairs:** Advancing the City's federal and state legislative agenda and coordinating with regional bodies.
- **Stakeholder Engagement:** Facilitating community input and public participation processes.
- **Performance & Oversight Support:** Monitoring implementation and effectiveness of adopted legislation and budget allocations.

Several of these services are shared between City Administration and the Council Office. In some circumstances, the Council Office's role will be to perform analysis and/or preparation work to provide to City Administration, while some tasks will be wholly driven by Council Office staff. Ownership of specific tasks will be determined on a case-by-case basis.

4.2 Legislative Development Materials

Legislative Initiatives

- **Legislative Intake Forms:** Capture the purpose, sponsor, requested timeline, desired outcome, and known fiscal, legal, operational, or stakeholder considerations.
- **Initiative Screening Summaries:** Determine the appropriate level of staff analysis, coordination needs, work product type, and readiness for further development.
- **Policy and Analytical Memos:** Evaluate the initiative's background, policy tradeoffs, legal considerations, fiscal impacts, implementation risks, and Council options.
- **Fiscal and Implementation Summaries:** Identify budgetary impacts, staffing needs, departmental responsibilities, timeline considerations, and operational barriers.
- **Vetting and Prioritization Reviews:** Assess larger or more complex initiatives to determine organizational readiness, resource requirements, sequencing, and whether sufficient staff, fiscal, or policy support exists to advance the item.
- **Draft Legislative and Referral Materials:** Translate Council direction into draft ordinances, resolutions, amendments, policy language, budget action items, or committee/Council referral materials.

Policy & Legislative Analysis

- **Descriptive Briefings:** Summarize what a proposed action is intended to accomplish, with background and relevant considerations. Used for routine or ministerial items.
- **Analytical Memos:** Provide descriptive content plus independent analysis of policy tradeoffs, implementation risks, legal considerations, and options for Council action.
- **Policy Strategy Memos:** Frame a policy problem, map the legal and fiscal landscape, and present a range of legislative options and timelines.

Budget & Fiscal Products

- **Fiscal Notes:** Required for all significant legislation, including proposals that create or modify City programs or services, add or reduce staffing, establish new service levels, amend fees or revenues, require new appropriations or budget amendments, affect capital or operating costs, create ongoing financial obligations, or shift work responsibilities across departments. Fiscal notes evaluate the short and long-term financial impact of proposed legislation on city resources, including anticipated costs, savings, revenue impacts, funding sources, implementation needs, and staffing implications.
- **Budget Overview Papers:** Solidify the Council's annual budget priorities and provide these to the Mayor's office for consideration in budget development. Summarize the Mayor's proposed budget by area, identify issues for Council consideration, and present options for amendment.
- **Budget Amendments:** Formal legislative modifications to the proposed budget, drafted by the Budget Director.

Legislative Drafts

- **Ordinances:** Formal legal enactments. Drafted by the Policy Advisor or Policy Analysts in coordination with the City Attorney's Office.
- **Resolutions:** Formal expressions of Council policy or direction. May be drafted by Central Staff or Legislative Assistants, depending on subject matter.

Board, Commission, Committee Appointments

- **Board & Commission Appointments:** Policy Analysts coordinate the application, review, and presentation process for Board, Commission, and Committee appointments in their assigned areas. producing materials for routine appointment or reappointment actions.
- **Director Confirmation Processes:** Policy Analysts lead the confirmation process for Mayoral appointments subject to Council confirmation in their assigned areas.

Circumstances Not Requiring a Central Staff Deliverable

Not every item before the Council requires Central Staff analysis. For the following categories, Legislative Assistants lead the process. Central Staff members are available to answer process questions and review draft materials for accuracy, but do not prepare formal memos or presentations:

- **Resolutions on Matters Outside the City's Direct Authority:** For resolutions making statements related to federal or state policies (e.g., positions on national legislation), Legislative Assistants lead drafting. Central Staff ensures City Attorney review occurs so the resolution is procedurally ready for introduction and may draft amendments.
- **Routine Items:** Items that are ministerial, non-controversial, and have been reviewed by the City Attorney's Office may proceed without a Central Staff memo when the Council Executive Director determines that the Executive's transmittal materials provide sufficient information for Council decision-making.

In all cases, the Council Executive Director makes the final determination on whether a Central Staff work product is required, based on available capacity, the complexity of the item, and the Council's information needs.

4.3 Staff Assignment & Request Protocols

Request Thresholds

The following thresholds govern how requests are routed and tracked. However, staff workload must be communicated to the Council Executive Director each time a request is made directly to Central Staff.

- Requests with a completion timeline of less than four hours (half day) may be communicated directly by a Council Member to the relevant staff member. All such direct assignments must be reported to the Council Executive Director.
- Requests with a completion timeline of more than four hours (half day) are to be directed to the Council Executive Director, who coordinates the assignment.
- Requests with a completion timeline of 20 or more hours require notification to the full Council so all members are aware in advance of the staff commitment.
- Timeline adjustments and reclassification: the level of effort may be unclear at intake; as such, requests may be reclassified as work begins based on simplicity, complexity, research need, coordination requirements, or emerging staff capacity considerations. When a request is moved into a different review or routing category, the requesting Council Member is notified of this change.

Equitable Access

All Council Members have equitable access to Central Staff services. The Council Executive Director is responsible for managing competing priorities in a fair and balanced manner to ensure that no individual Council Member's requests regularly or disproportionately limit another Council Member's access to analytical, policy, or legislative support.

Prioritization

When competing requests arise, staff apply the following principles:

- Time-sensitive legislative matters (statutory deadlines, emergency ordinances, pending votes) take priority over long-range projects.
- Staff must proactively communicate timeline constraints and workload conflicts to requesting offices as soon as they are identified.

Confidentiality on Legislative Projects

- When Central Staff works confidentially with a Council Member on draft legislation prior to introduction, that work product is not shared with others until introduction, unless the legislation requires at least 20 hours of Central Staff time, in which case notification to the full Council is required. The Council Executive Director must be aware of all active projects.

Communication Standards: Transparent Review Process

Central Staff analysts must maintain clear communication with legislative sponsors and the relevant committee chair regarding issues identified through their analysis and how those issues will be presented in work products. A Council Member may not always agree with the analysis but should not be surprised by it when it is published or presented.

- When an analyst identifies a significant policy concern, legal issue, or fiscal impact in a piece of legislation, they must communicate that finding to the sponsoring office before the work product is finalized — not for approval, but so the sponsor is aware of what the analysis will say.
- Staff must proactively raise emerging workload conflicts, timeline changes, and scope adjustments to requesting offices and to the Council Executive Director as soon as they are identified.
- Central Staff may share draft analysis with the Executive branch when needed to verify factual accuracy. When this occurs, the period of shared review must be brief, and the purpose must be disclosed to the sponsoring Council Member.

Analyst Independence

The Council Executive Director retains final authority over the level of research or analysis that can be produced, the production timeline, and the assignment of staff to a project. Within those parameters, individual analysts have final authority over the content of the memos, fiscal notes, budget overview papers, presentations, and budget amendments they produce. Council Members are welcome to provide feedback and raise factual errors, but the analyst's independent judgment governs the substance of their work product.

- The Council Executive Director and direct supervisors of Policy Analysts retain the authority to guide the scope, structure, content, and analytical approach of work products, including determining what information should be included, refined, condensed, or further developed.
- No analyst may be directed by a Council Member, Legislative Assistant, or any other party to change their findings or omit material information from a work product.
- If an analyst believes they are being pressured to compromise the objectivity or completeness of their work, they must notify the Council Executive Director immediately. The Council Executive Director is responsible for resolving the situation and, if necessary, escalating to the Council President.

Escalation When the Concern Involves the Director: When the concern about improper influence involves the Council Executive Director themselves, the staff member should report directly to the Council President, bypassing the Council Executive Director entirely. If the concern involves both the Council Executive Director and the Council President, the staff member may report directly to the City's Human Resources Department, the City Attorney's Office, or through the process established under Washington State's Local Government Whistleblower Protection Act (RCW 42.41). No staff member shall face retaliation for making a good-faith report through any of these channels.

- This independence serves as a structural safeguard for the Council as a whole, rather than an individual prerogative of the analyst. It helps ensure that all seven Council Members can rely on the accuracy, completeness, and objectivity of the analysis they receive, regardless of who requested it.
- If a Council Member has concerns regarding the quality, completeness, tone, or character of an individual analyst's work product, those concerns should be raised with the Council Executive Director for review and, where appropriate, addressed as a supervisory or performance management matter.

4.4 Outside Legal Counsel

The City Attorney's Office provides legal counsel to the City Council and its staff and reviews all Council-generated legislation before introduction. All legal inquiries are coordinated through the Policy Advisor, and all legal advice remains confidential unless waived by five affirmative Council votes.

5. Legislative Processes & Workflows

5.1 Ordinance & Resolution Lifecycle

Stage	Owner	Description
1. Idea / Proposal	Council Member / Policy Advisor	Council Member identifies a policy goal. Policy Advisor or Analyst assists in scoping into a policy framework. Legislation must be sponsored by at least two Council Members.
2. Drafting	Policy Advisor / City Attorney	Legislation drafted by Central Staff or City Attorney's Office. All items must be in final or close-to-final form before committee placement.
3. Committee Introduction	Council Executive Director	Director coordinates placement on the appropriate standing committee. Items submitted to OnBase by 5:00 p.m. Wednesday; all OnBase approvals by 9:00 a.m. Thursday.
4. Committee Review	Committee Chair / Policy Analyst	Committee discusses the proposal. Public testimony accepted. Legislation must be sponsored by at least two Council Members.
5. Full Council – First Reading	Council President / City Clerk	Item placed on the full Council legislative agenda. Includes opportunity for public comment. Must have been on file with City Clerk at least three business days.
6. Full Council – Final Reading & Vote	Full Council	Typically, two or more weeks after First Reading. Council deliberates, makes final amendments, and votes. Four or more affirmative votes required for passage.
7. Mayoral Action	Mayor's Office	Non-emergency ordinances transmitted to the Mayor within five days. Mayor has 10 days to sign, veto, or take no action. Council may override a veto within 30 days by five affirmative votes.

5.2 Council Initiative Process

A Council Member may initiate new legislation or a policy change through the process below. The table shows both the Central Staff role and the Council Member role at each stage. This parallel structure is intended to make clear who is responsible for what within the varying office roles.

Legislative Change Request

Stage	Central Staff Role	Council Office Role
1. Initiation	Policy Advisor or relevant Policy Analyst meets with the sponsoring office to scope the issue: problem being addressed, desired outcome, legal and fiscal landscape, and preferred timeline. For projects likely to require more than 20 hours of staff time, Central Staff prepares a brief written scope summary (see below) before major resources are committed.	Sponsoring Council Member engages Central Staff early. Provides direction on policy intent. Legislation must be sponsored by at least one Council Member to get on Committee and two are required to move out of Committee.
2. Research	Policy Advisor leads research: reviews legal constraints, comparable city approaches, fiscal implications, and operational considerations. Presents findings to the sponsoring office.	Provides direction on how to proceed based on research presented. Leads external stakeholder engagement. Clarifies Central Staff's role to stakeholders.
3. Drafting	Policy Advisor leads drafting of legislation in coordination with the City Attorney's Office. Seeks input from executive subject-matter experts as deemed appropriate. Drafts fiscal note. Coordinates legal review prior to introduction.	Reviews drafts to ensure policy intent is reflected. Provides recitals language. Decides on policy choices presented by Central Staff.
4. Committee Introduction	Coordinates upload to OnBase and placement on committee agenda by the Senior Executive Assistant. Policy Analyst then prepares a descriptive memo for the first committee discussion.	Coordinates with the Council President's office on committee assignment and introduction timing.
5. Committee Discussion	Analyst prepares analytical memo identifying policy issues for deliberation. A second analyst may be assigned to provide independent issue identification. Drafts amendments as directed by Council Members. Director of Communication becomes engaged as this fits within the Council's strategic communications plan.	Sponsor presents the merits of the legislation and engages other Council Members, stakeholders, and media. Sets committee discussion schedule and amendment timeline in coordination with Central Staff.

6. Full Council Action	Prepares the legislation, as amended, for final consideration. Updates fiscal note as needed. Policy Analyst provides an analysis of the proposal.	Sponsor speaks to the merits at the legislative session. Manages stakeholder engagement through final vote.

Scoping Summary for Large Projects

For any Council-initiated project estimated to require more than 20 hours of Central Staff time, the Council Executive Director prepares a brief written scope summary before substantive work begins. This document is shared with the sponsoring Council Member and the full Council for awareness. It covers:

- The policy issue or goal the project is intended to address.
- The anticipated Central Staff work product and role (research, drafting, analysis, or a combination).
- An estimated timeline for key milestones.
- Any known dependencies, legal constraints, or capacity considerations.

The scope summary is not a formal agreement, rather this is a shared understanding that reduces miscommunication and helps the Council Executive Director manage workload across competing requests. The scope summary may be updated as the project develops.

5.3 Agenda Development Workflow

The Council Executive Director manages the legislative workflow, while the Senior Executive Assistant manages agenda creation, development, and finalization in OnBase.

Key standards for agenda development workflow include:

- **OnBase Submission Deadline:** Items must be uploaded to OnBase by 5:00 p.m. on the Wednesday preceding the desired committee meeting date.
- **OnBase Approvals:** All OnBase approvals must be completed by 9:00 a.m. on the Thursday preceding the desired meeting date. Items that do not clear by this deadline may be added at the committee chair's discretion.
- **Required Agenda Sheet:** Each submission must include a fully completed agenda sheet, including a plain-language summary, fiscal impact information, and identification of the Council sponsors. Items with incomplete fiscal information may be excluded by the committee chair or referred to the Finance & Administration Committee for additional review.
- **Committee Agenda Circulated:** Staff will circulate the final committee agenda by the close of business on the Friday preceding the meeting.
- **Fiscal Note Requirement:** Any ordinance or resolution that would impact the City's fiscal condition, based on fiscal note defined standards and requirements, must note that fact on the agenda sheet and include a brief fiscal impact description.
- **Legislative Agenda Distribution:** Final agendas are published and distributed in compliance with the Washington State Open Public Meetings Act (OPMA) notice requirements.
- **Amendment Deadline:** Proposed amendments must be submitted in writing to the City Clerk and all Council Members and staff in accordance with the Council's rules. Each amendment must include a purpose statement and be provided in both clean and redline format. Late amendments, if adopted at the next agenda review session, will automatically defer the item to the next legislative agenda.

5.4 Meeting Schedule

The Council holds three types of regular meetings each week:

- **Agenda Review:** Held Tuesdays at 11:00 a.m. (effective 2026). Agenda Review is used to review the final and draft agendas for the next two legislative meetings and to approve the draft agenda as the final agenda. Any Council Member may move to defer, refer, amend, or withdraw an item.
- **Committee Meetings:** Held monthly on Tuesdays at 1:00 p.m. (effective 2026). Each standing committee meets during its designated week: Public Safety & Community Health in the first week, PIES in the second week, Urban Experience in the third week, and Finance & Administration in the fourth week.
- **Legislative Sessions:** Held on Wednesdays at 6:00 p.m. (effective 2026). Legislative Sessions are the Council's formal public meetings. Open forum follows the conclusion of all legislative business.

5.5 Public Records Compliance

The Council Office operates under Washington State's Public Records Act (RCW 42.56).

- All correspondence, documents, emails, text messages, and records created in the performance of official duties are subject to public records requests, including communications on personal devices.
- Requests received by any Council Office staff member must be immediately forwarded to the Senior Executive Assistant, who coordinates responses with the City Clerk's Office.
- Records must be retained per the Washington State Records Retention Schedule. Staff may not delete any official record without the Director's authorization.

5.6 Post-Adoption Tracking and Oversight

Following the adoption of legislation or policy initiatives, designated Central Staff analysts should maintain ongoing implementation tracking and oversight to preserve institutional knowledge, monitor progress toward intended outcomes, and evaluate operational impacts, amendments, and implementation challenges over time. The Policy Advisor is responsible for coordinating with departments to collect and maintain relevant implementation data, including performance measures, financial impacts, workload indicators, service levels, compliance with legislative intent, community feedback, and milestone completion status, as applicable to the adopted initiative.

As part of this process, the Council or a designated committee should periodically conduct post-adoption reviews to evaluate program effectiveness, administrative implementation, operational efficiency, fiscal impacts, and progress toward established goals and policy objectives. Findings should be summarized through periodic written updates, briefing memoranda, dashboard reporting, or committee presentations to ensure the Council receives consistent information regarding implementation status, emerging issues, measurable outcomes, and any recommended policy, budgetary, operational, or programmatic adjustments.

5.7 Strategic Planning and Annual Priority Alignment

The Council conducts an annual strategic retreat to establish legislative, operational, and budgetary priorities for the upcoming year; evaluate emerging community and organizational issues; review the status of major initiatives; and assess the effectiveness of internal Council operations and processes. As part of this retreat, the Council will also conduct an annual self-evaluation to assess its overall effectiveness as a legislative body, including communication and collaboration among Council Members, alignment on strategic priorities, legislative productivity, committee structure and effectiveness, meeting efficiency, constituent engagement, policy implementation follow-through, intergovernmental coordination, and the effectiveness of Council support operations and staffing resources. The retreat serves as an opportunity to strengthen alignment among Council Members, establish shared expectations, and review long-term organizational and operational needs.

The Council will identify policy objectives, desired service outcomes, and funding priorities to be communicated to the Mayor's Office in advance of preparation of the proposed budget. The annual budget process is one of the Council's most significant policy-making and strategic planning tools. The budget functions not only as a financial operating plan, but also as a mechanism to communicate

organizational priorities, establish service expectations, allocate resources, and measure performance outcomes. Through the budget process, the Council aligns financial decisions with adopted strategic goals, legislative initiatives, infrastructure needs, and long-term community priorities while balancing fiscal sustainability and operational capacity.

To support medium- and long-term policy development, Central Staff will facilitate periodic planning workshops and strategy sessions for Council Members focused on one- to five-year planning horizons. These workshops assist the Council in defining measurable objectives, identifying emerging issues and opportunities, evaluating operational constraints, assessing organizational and staffing capacity, and developing potential legislative or policy approaches. Central Staff will also provide research, benchmarking, implementation considerations, and policy analysis to support informed decision-making and help ensure that adopted initiatives are achievable, sustainable, and aligned with the Council's broader strategic direction.

6. Council Office Operations

6.1 Constituent Services Standards

The following standards apply to all constituent-facing work across the office:

- **Response Time:** Staff should provide an initial acknowledgment within two business days and a full resolution or status update within five business days, where feasible.
- **Intake & Tracking:** Constituent contacts should be logged and tracked consistently. Contacts should be documented in a consistent format coordinated by the Senior Executive Assistant, using available office tools until a formal tracking system is established.
- **Professional Communication:** All constituent and interdepartmental communications must be courteous, clear, and professional. Staff should use plain language, acknowledge the constituent's concern, avoid overly technical or defensive wording, and provide helpful information or next steps when available. Communications should remain respectful and neutral, even when responding to complaints, disagreements, or emotionally charged issues, and should always reflect the professionalism of the Council Office.
- **Multi-District Inquiries:** Issues affecting multiple districts should be coordinated among the relevant Legislative Assistants and escalated to the Council Executive Director when needed.
- **Escalation:** Matters involving legal questions, safety concerns, media attention, or significant public controversy must be elevated to the Council Member and/or Council Executive Director.
- **Confidentiality:** Information gathered, received, or overheard in the Council Office may be privileged, sensitive, or incomplete. Staff must not disclose confidential or sensitive information outside the office. If there are questions about confidentiality, these should be vetted and addressed in coordination with the Council Executive Director.

6.2 Information Integrity, Confidentiality, and Protected Reporting

This standard is intended to balance the Council Office's obligation to protect sensitive, preliminary, privileged, and personnel-related information with the equally important need to preserve lawful reporting channels for concerns involving misconduct, legal violations, safety risks, misuse of public resources, or other improper governmental action.

- **Confidentiality and Discretion:** Council Members, Central Staff, and Legislative Assistants may receive, prepare, or overhear information that is privileged, sensitive, preliminary, personnel-related, legally protected, or incomplete. Such information should be handled with discretion and not disclosed outside appropriate City channels unless authorized, legally required, or made through an appropriate protected reporting process.
- **Preliminary, Legal, and Personnel-Related Information:** Draft materials, internal recommendations, legal communications, personnel matters, complaints, investigations, labor matters, and executive session information should be handled with heightened care. Washington law recognizes protections for certain preliminary drafts and intra-agency memoranda, attorney-client privileged communications, and executive session discussions within defined statutory limits.
- **Protected Reporting:** Confidentiality expectations do not prohibit good-faith reporting of improper governmental action through appropriate channels. Council Members and Council staff should use established City procedures, supervisory channels, Human Resources, the City Attorney's Office, or other legally appropriate reporting avenues when raising concerns involving misconduct, retaliation, safety risks, legal violations, or misuse of public resources.
- **Appropriate Disclosure and Review:** Informal disclosure, rumor, unauthorized distribution, or personal social media should not be used as a substitute for legally appropriate reporting or disclosure. When there is uncertainty regarding confidentiality, privilege, public disclosure, or protected reporting, the matter should be reviewed with the Council Executive Director and, where appropriate, the City Attorney's Office, Human Resources, or the City Clerk's Office before information is shared.

- **Governing Authority:** These standards are subject to and should be applied consistently with the City Charter, City Code, Council Rules, applicable City policies, and Washington State law, including requirements under the Public Records Act, Open Public Meetings Act, and Local Government Whistleblower Protection Act.

6.3 Timekeeping, Accountability, & Overtime

All Council Office staff are responsible for accurately documenting hours worked, regardless of position, assignment, work location, or schedule. Timekeeping is an essential accountability practice that supports compliance with wage-and-hour laws, provides transparency into staff workload, documents after-hours and off-site work, and helps supervisors manage capacity, overtime, and the equitable distribution of work across the office.

Time spent in the Council Office during regular business hours should be used for City-related work, with personal tasks limited to authorized breaks or meal periods. Work on behalf of outside organizations, campaigns, advocacy groups, community groups, or other third-party entities may not be conducted using City time, equipment, technology, office space, email accounts, supplies, or other City resources. Any participation in a public meeting on behalf of an outside group or third-party interest must occur outside paid staff hours, without City resources, and with clear disclosure of the individual's role, purpose, and capacity.

To promote consistent reporting, basic timecards are required for all Central Staff and Legislative Assistants. Timecards must be completed for each workweek and reviewed and signed by the employee's direct supervisor. These records are intended to supplement formal payroll entries and provide a clear record of regular hours, after-hours work, off-site work, leave usage, and overtime-eligible activity.

- **Timekeeping Requirement:** All Central Staff and Legislative Assistants must submit a weekly timecard documenting hours worked. Timecards must reflect actual hours worked, including regular work hours, leave, overtime, after-hours work, and off-site work performed during regular business hours.
- **Work Outside Regular Business Hours:** Any employee who performs work outside the standard 8:00 a.m. to 5:00 p.m. timeframe must document those hours on their timecard. This includes evening meetings, community events, legislative sessions, committee meetings, constituent work, email or voicemail responses, research, drafting, or other work performed before or after regular business hours.
- **Off-site Work:** Employees must document all off-site work on their timecard, whether performed during regular business hours or outside the standard 8:00 a.m. to 5:00 p.m. schedule. Timecards should note the applicable time and general nature of the work performed to support accurate reporting, accountability, and consistent tracking of work completed outside the Council Office.
- **Payroll System:** All payroll-related entries are recorded in PeopleSoft, including regular time, overtime, vacation, and sick leave. Submissions and timecards must reflect actual hours worked.
- **Workweek:** The workweek runs from Sunday at 12:00 a.m. through Saturday at 11:59 p.m. Hours may not be averaged across multiple workweeks for purposes of determining overtime eligibility.
- **Overtime Eligibility and Approval:** The Council Office operates under the Washington State Minimum Wage Act. Non-exempt employees must be paid at 1.5 times their regular rate of pay for all hours worked over 40 in a single workweek; paid leave and holidays do not count as hours worked for overtime purposes. All overtime must be approved in writing by the Council Executive Director or Council President, in consultation with the Council Budget Director, before the work is performed. Unauthorized overtime may result in corrective or disciplinary action. Overtime-eligible employees must report and be compensated for all hours worked.
- **Compensable After-Hours Work:** Non-exempt employees must report all compensable work performed outside scheduled hours, including attendance at evening legislative sessions, committee meetings, community events, checking or responding to email or voicemail, performing research or drafting assignments, or working through an unpaid meal period.

- **Telework Documentation:** Employees must document all telework hours on their timecard, including regularly scheduled remote work and any approved ad hoc remote work. Telework must be consistent with an approved Work from Home Agreement or advance email authorization, and staff remain subject to in-person attendance requirements for Council meetings, committee meetings, public hearings, community events, and other operational needs.
- **Supervisor Review:** Direct supervisors are responsible for reviewing and signing weekly timecards, confirming that hours are complete and reasonably documented, and identifying workload, scheduling, or overtime concerns that may require follow-up with the Council Executive Director.

6.4 Telework Policy

The Council Office supports a structured hybrid telework model that balances operational flexibility with the in-person presence required for effective legislative service. The following standards apply to all Central Staff. Legislative Assistants' schedules are determined by their assigned Council Member in consultation with the Council Executive Director.

In-Office Requirements

Minimum On-Site Requirement: Central Staff are expected to work on-site at City Hall a minimum of three (3) days per week. The remaining days may be performed remotely from an approved location, subject to a completed and approved Work from Home Agreement (Appendix C).
Mandatory In-Person Events: Staff are required to be on-site for: all Council and committee meetings; public hearings; agenda review sessions; community events and public-facing functions; and any operational situation requiring in-person staff presence as determined by the Council Executive Director.
Director Discretion: The Council Executive Director may adjust in-office requirements for individual staff members or for the full office based on legislative calendar demands, meeting load, or other operational needs. Adjustments are communicated in advance where possible.

Work from Home Agreement

Agreement Required: Any staff member requesting a regular remote schedule must complete a Work from Home Agreement specifying scheduled work hours and location for each day of the week. The agreement is signed by both the employee and the Council President and remains in effect until amended.
Ad Hoc Remote Requests: Requests to work remotely on a day not covered by an existing WFH Agreement must be submitted by email to both the Council Executive Director and the Council President in advance of the remote day.

Remote Work Expectations

Availability: Staff working remotely must remain fully available by phone, email, and Teams during all scheduled work hours. Response times should be equivalent to in-office standards.
Performance Standards Apply: Telework is a schedule accommodation, not a change in work duties. All performance expectations, timekeeping requirements, and confidentiality obligations apply regardless of work location.
Work Location: Staff may not conduct City work from locations outside Washington State without prior written authorization from the Council Executive Director, due to potential tax and employment law implications.

6.5 Ethics, Conflicts of Interest, & Conduct

The Council Office holds itself to high ethical standards and expects proactive disclosure of actual, potential, or perceived conflicts of interest. Clear ethical parameters are essential to maintaining public trust, supporting transparent governance, protecting the integrity of Council decision-making, and ensuring that public office, staff roles, and City resources are used only for appropriate public purposes.

All Council Office staff are subject to SMC Chapter 01.04A, Code of Ethics, and elected officials are also subject to ethical parameters in the City Charter and Council Rules of Procedure.

- **Core obligation:** Uphold the highest standards of responsibility, trustworthiness, integrity, truthfulness, honesty, and fairness. Never use City position, authority, or resources for personal gain.
- **Annual disclosures:** Conflict-of-interest disclosure forms must be completed annually by all Council Members and Council Office staff. The Council Executive Director administers this process.
- **Council Member Conflicts:** Council Members must promptly disclose any actual or potential conflict of interest. A Council Member with a personal interest in a matter before the Council must disclose that interest and abstain from deliberation and voting (per Spokane City Charter § 36).
- **Grievances:** Grievances and disciplinary actions are handled in coordination with the City's Human Resources Department, with the Council Executive Director serving as the HR point of contact for the Council Office.

6.6 Conduct During Elections

Council Members must maintain a clear separation between official City business and campaign or election-related activities. During an election period, Council Members may continue to perform official duties and respond to constituent concerns; however, campaign-related communications, scheduling, materials, events, and requests should be handled outside City processes and through campaign-designated channels.

To ensure this separation, the following standards apply:

- **Use of City Resources and Platforms:** City facilities, staff time, public resources, City equipment, official email accounts, Council Chambers, newsletters, or other City resources may not be used to support or oppose any candidate, campaign, or ballot proposition.
  - *Social Media & Websites:* Official Council websites and social media platforms may not be used in support of or opposition to a ballot measure or political campaign. Furthermore, official social media pages must maintain an objective stance and will not "like," share, or otherwise engage with content related to the personal campaigns of Council Members.
  - *Meeting Agendas:* Council meeting agendas and public comment opportunities shall not be used as a political platform or forum by political candidates, nor by organizations supporting or opposing political campaigns or ballot measures.
- **Separation of Official and Candidate Roles:** When representing the Council in an official capacity (e.g., serving as a spokesperson at public events or in the media) during an election period, Council Members must maintain a clear distinction between their role as an elected official and their role as a candidate.
- **Solicitation of Contributions:** No person shall solicit or receive monetary contributions or services for political purposes in any room or building occupied for the discharge of official City duties.
- **Communication Budgets and Newsletters:** To avoid the perception of taxpayer dollars funding political materials, Council Members should adhere to designated communication blackout periods, such as suspending the use of district communication funds 60 days prior to an election or withholding the mailing of official newsletters between primary and general elections. During an election year, official newsletters should avoid articles that attack or criticize other officials, address integral campaign platform issues, or discuss issues actively being debated by opposing candidates.
- **Transitioning & Fiscal Oversight:** The City should ensure appropriate fiscal policies are in place during election years, including the timely disabling of purchase and travel cards for outgoing Council Members to prevent inadvertent overspending that may impact incoming members' budgets.
- **Use of Employee Images:** Council Members should avoid using images of City employees in uniform or at work in campaign materials. During the active candidacy period, Council Members

must refrain from highlighting or adding images of on-duty city employees to personal or re-election websites and social media platforms.

Council staff must remain neutral and strictly separate from municipal election or re-election activities in their official City capacity. However, as private citizens, staff members retain their rights to engage in the political process outside of work hours. Constituent inquiries received during an election period should continue to be handled through the standard constituent service process, with care to ensure that City resources are used only for official City business.

To ensure a clear separation between official duties and personal political activities, the following standards apply:

- **Personal Political Participation (Off-Duty):** Staff members are permitted to participate in campaign activities, volunteer for candidates, and express their personal political opinions outside of their regular working hours and while off duty. Nothing shall be construed as prohibiting any staff member from exercising their First Amendment right to privately express an opinion, engage in political activities on their own time, or cast a vote.
- **Prohibition on City Resources and Time:** Staff are strictly prohibited from engaging in any political campaign activity during work hours or while on duty. Staff may not use any City resources—including office equipment, City facilities, official email accounts, or staff time—to support or oppose a candidate for public office.
- **Clear Separation of Roles:** When engaging in off-duty campaign activities, staff must do so strictly in their personal capacity. Staff must not use their official Council title or position to imply City endorsement, nor wear City-issued uniforms or badges while engaging in personal political advocacy.
- **Monetary Contributions:** Staff may make personal monetary contributions to campaigns; however, no person shall solicit or receive any contribution for political purposes in any room or building occupied for the discharge of official City duties.
- **Prohibited Official Campaign Support Tasks:** While serving in their Council Office role and during work hours, staff may not draft, type, edit, copy, print, email, post, distribute, coordinate, schedule, or otherwise support campaign-related materials, candidate statements, or campaign communications. Specific prohibitions while on duty include drafting campaign press releases, conducting opposition research, or scheduling campaign appearances.
- **Handling Campaign Inquiries & Favors:** Campaign-related calls, emails, correspondence, or requests received during work hours should be referred directly to the Council Member or their designated external campaign contact. Additionally, staff must not work outside the standard constituent complaint resolution process to secure a quick response as a "campaign favor" for an incumbent or candidate.

6.7 Travel & Purchasing

The Council office adheres to the City's administrative travel and purchasing policies. Key requirements specific to the Council office in applying these include:

- **Travel Approval:** All travel must be approved in advance by the Council President.
- **Travel Authorization Form:** This form must be submitted prior to travel, including the event agenda, estimated costs, and applicable federal GSA per diem rates (gsa.gov/travel).
- **Unallowable Expenses:** Any charges that are inconsistent with approved travel expenses and any undocumented charges are the personal financial responsibility of the Council Member or staff.
- **Office Purchasing:** General supplies are coordinated through the Senior Executive Assistant and charged to the Council Office budget. Special supply requests or items that exceed the standard budget allocation require approval from the Council Executive Director. All purchasing card transactions must be supported by valid receipts submitted for timely reconciliation.

6.8 Technology Systems

System	Primary Use	Key Notes
OnBase	Legislative document management	System of record for all formal legislative items. All agenda submissions go through OnBase. Contact IT Help Desk for access issues.
PeopleSoft	Timekeeping & HR	Submit all hours worked, including overtime and leave. Must reflect actual hours. Contact Payroll for corrections.
Microsoft Outlook	Email, calendar, room booking	Primary email and scheduling system. Book conference rooms through Outlook's room finder.
Microsoft Teams & Planner	Staff collaboration	Used for internal communication, file sharing, task tracking, and virtual meetings. Follow office-wide protocols from the Council Executive Director.
SharePoint	Document repository	Shared location for templates, letterhead, procedures, and reference documents. Use the approved file naming convention.

6.9 Document & Records Management

Consistent document management practices are essential for legal compliance, operational continuity, and efficient knowledge sharing. All Council Office staff must follow these standards:

- **Templates and Forms:** Council Office templates and standardized forms are maintained in a centralized SharePoint location to ensure staff have access to current, consistent materials. The Senior Executive Assistant conducts quarterly document maintenance, including reviewing materials for accuracy, removing outdated versions, confirming formatting consistency, and maintaining version control and an update log. At a minimum, this includes standard forms for:
  - Legislative requests.
  - Committee referrals
  - Policy analysis requests
  - Agenda templates
  - Staff memo templates
  - Staff reports and agenda sheets
  - Transmittal and request templates for Council Member or Administration-initiated legislative or budget proposals
  - Other forms needed to support Council Office operations, legislative review, agenda preparation, and internal office processes
- **File Naming:** All documents saved to shared drives or SharePoint must follow: [Date_YYYY-MM-DD]_[Type]_[Subject]_[Version]. Example: 2026-09-15_Memo_BudgetAmendment_v2.
- **Folder Structure:** Files must be saved in the designated SharePoint folder structure. Do not create personal or parallel filing systems on shared drives.
- **Retention:** Retain all records per the Washington State Records Retention Schedule. Council Members and staff must not delete any official record without Council Executive Director authorization and confirmation of the applicable retention period.
- **Letterhead & Brand:** All external communications must use the approved City of Spokane letterhead. Business cards and signature stamps are coordinated through the Council Executive Director.

6.10 Conference Rooms & Facilities

City Hall conference rooms are available for Council Office use and must be reserved through the Outlook calendar system. The Council Chambers and an adjoining conference room are the primary spaces for Council meetings and hearings. The Council Office operates in an open-plan environment within City Hall; use the available conference rooms for confidential conversations and focused work.

6.11 Interdepartmental Coordination and Communication Protocols

To support effective governance, the Council Office has formal protocols governing interactions between the legislative and executive branches, including standards for departmental coordination, information requests, and intergovernmental collaboration.

- **Legislative vs. Administrative Boundaries:** Council Members and Council staff must respect the separation of powers between the legislative and executive branches. While the Council maintains policy oversight and legislative authority, it should not interfere with the day-to-day administration of City operations, direct the work of executive staff, or issue orders to employees subordinate to the Mayor or Chief Administrative Officer.
- **Routing Requests:** When a request for information or action is minor in nature and requires minimal staff time, the Council Member or Council staff may coordinate directly with the applicable department head. Requests involving significant staff resources, operational impacts, policy considerations, or sensitive matters should be submitted in writing and routed through the Council President to the Mayor or City Administrator to ensure appropriate coordination, accountability, and workload management.
- **Intergovernmental Relations:** The Council may use a designated committee structure or dedicated intergovernmental affairs staff to coordinate with local, regional, state, and federal agencies and to advance the City's legislative, policy, and partnership priorities in a consistent, organized manner.

6.12 Media Relations and Spokesperson Guidelines

- **Official Council Communications:** The City Council President serves as the City Council's official spokesperson and is responsible for communicating adopted Council positions and actions to the media and the public. When appropriate, the Council may designate another spokesperson with subject-matter expertise or project sponsorship to communicate on its behalf regarding a specific issue or initiative.
- **Individual Council Member Communications:** Council Members may communicate independently with the media and public regarding their personal positions, district priorities, and policy views. When doing so, Council Members must clearly indicate that they are speaking as an individual elected official and not on behalf of the full Council. Council Members should avoid making statements that could be construed as representing an adopted Council position on matters where the Council has not yet taken formal action. Legislative Assistants may support individual Council Member communications, including media coordination, press releases, and social media, provided that any materials distributed through City channels or using City resources are factual, nonpartisan, and consistent with adopted Council policies. When a Council Member is unsure whether a communication falls within the official Council spokesperson territory, they should consult with the Council President or the Director of Communications before proceeding.
- **Council Staff Communications:** Central Council Staff and Legislative Assistants are responsible for providing accurate, professional, and nonpartisan communications in support of the legislative body and individual Council offices. Staff communications must align with adopted Council policies, maintain confidentiality when required, and clearly distinguish between official Council actions, administrative information, and individual Council Member positions. When expressing personal opinions or engaging in communications outside their official capacity, staff must clearly communicate that such views are their own and do not represent the position of the City Council or the Council Office.

- **Council Communications Plan:** The Director of Communications is responsible for developing, maintaining, and implementing a Council-approved communications plan establishing consistent standards for messaging, media coordination, branding, public information procedures, communication priorities, and stakeholder engagement to support transparent, accurate, and coordinated public communications.

7. Performance Expectations & Professional Standards

7.1 Core Professional Standards

Ethics Standard (SMC 1.04A): "It is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees who shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as a public servant including the appearance of impropriety, and never use their City position, authority or resources for personal gain."

The following standards apply to all Council Office staff regardless of position:

- **Quality:** All work products meet standards of accuracy and thoroughness and are professionally presented. Staff review their work before submission.
- **Responsiveness:** Staff respond to Council Members, constituents, and colleagues promptly. Delays are communicated proactively.
- **Objectivity:** Analysis and advice are provided honestly by staff, without personal or political bias.
- **Conflicts of Interest:** Disclose any personal financial interest or relationship that could create a conflict with official duties.
- **Collaboration:** Work cooperatively across the office; avoid creating information silos.
- **Professionalism in Public:** Conduct in meetings, community events, media appearances, and online must reflect positively on the institution.

Additionally, the Council Office is committed to applying established City human resources standards and procedures to its employees, including hiring, discipline, performance management, leave administration, and other personnel matters. These processes should be followed to promote consistency, fairness, and administrative accountability, while recognizing that Council Office personnel practices must also remain consistent with the Council's independent authority, separation-of-powers responsibilities, and any applicable Charter, Code, rule, or legal requirement governing the legislative branch.

7.2 Annual Performance Management Cycle

Each Central Staff and Legislative Assistant employee will participate in an annual performance evaluation conducted by their direct supervisor. These evaluations provide a structured opportunity to review job performance, clarify expectations, recognize accomplishments, identify training or professional development needs, and align individual work priorities with the Council Office's broader goals and service expectations.

Rating Scale

Rating	Label	Description
1	Unsatisfactory	Performance does not meet minimum expectations. Immediate improvement required.
2	Needs Improvement	Performance partially meets expectations. A development plan is recommended.
3	Meets Expectations	Performance consistently meets position requirements. Solid, reliable contribution.
4	Exceeds Expectations	Performance regularly exceeds position requirements. Demonstrates initiative.
5	Outstanding	Performance is exemplary. Serves as a model for others.

Evaluation Dimensions

All staff are evaluated on: Quality of Work; Prioritization; Time Management; Meeting the Needs of Multiple Council Members; Teamwork; Quantity of Work; Initiative; and Reliability.

Review Cycle

The annual cycle has three checkpoints:

- **Goal-Setting (January–February):** Each staff member establishes 3–5 performance goals with their direct supervisor. Staff hired or reassigned after February must complete a goal-setting meeting within 30 days of their start date or reassignment.
- **Mid-Year Check-In (June–July):** A documented meeting to review goal progress and adjust priorities as needed.
- **Annual Review (December):** Formal written review using the eight-dimension framework, conducted by each staff member's direct supervisor.
- **Legislative Assistant Reviews:** Conducted by the assigned Council Member with input from the Senior Executive Assistant on office-wide standards. The Director retains a copy of all completed reviews.
- **Mid-Cycle and Post-Election Reviews:** Staff who have been in their current role or under their current supervisor for fewer than six months at the time of the December review receive a structured interim check-in in place of a formal annual review; their first full annual review occurs the following December. Following a November election, Legislative Assistants assigned to an incoming Council Member must complete a goal-setting meeting with that Council Member within 30 days of them taking office. If the new working relationship began fewer than six months before the December review, the interim check-in provision above applies.

7.3 Council Self-Evaluation

The Council conducts an annual self-evaluation to review how effectively its goals, priorities, and initiatives are being supported through Council Office operations and staff resources. The Council President facilitates this brief, structured check-in with Council Members to assess legislative priorities, constituent service needs, and overall workflow. This discussion is intended to be practical and forward-looking rather than a formal or burdensome evaluation process.

The annual check-in includes discussion of:

- Council priorities and major initiatives for the coming year.
- Legislative workload, agenda flow, and staff support needs.
- Responsiveness to constituent service requests and Council Member inquiries.
- Communication practices between Council Members, Central Staff, Legislative Assistants, and the Administration.
- Opportunities to improve templates, procedures, timelines, or staff coordination.
- Training, technology, or resource needs that would improve Council Office effectiveness.

The purpose of the discussion is to identify what is working well, where minor adjustments may be needed, and whether any updates should be made to Council Office procedures or this guide.

7.4 Professional Development

The Council Office is committed to supporting the professional growth of all staff. Development is a shared responsibility between staff and their supervisors.

- **Annual Development Planning:** Each staff member identifies at least one professional development priority for the coming year as part of the performance review cycle.

- **Cross-Training:** The Council Executive Director maintains a cross-training plan ensuring at least one other staff member has working familiarity with each critical function.
- **Professional Associations:** Staff are encouraged to participate in the Association of Washington Cities (AWC), National League of Cities (NLC), and relevant subject-matter networks.
- **Council Member Training:** Council staff provide training to Council Members on various topics during study sessions, including annual ethics training and training on the Open Public Meetings Act and Public Records Act.

7.5 Onboarding Standards

New Staff (First 30 Days)

- Technology access setup: OnBase, PeopleSoft, Outlook, Teams, SharePoint.
- Overview of Council Rules of Procedure and the legislative process lifecycle.
- Overview of administrative purchasing and personnel policies, staff requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Review of Washington State OPMA and Public Records Act obligations.
- Ethics training and review of the City's Ethics Code and conflict-of-interest requirements.
- Introduction to office systems, document naming conventions, and file structure.
- Meeting with the Council Executive Director to review role expectations and first-month priorities.

Newly Elected Council Member (Within 30 Days)

- City Charter, SMC, and Council Rules of Procedure overview.
- Overview of the City's budget process and statutory budget requirements.
- Council rules, meeting process, and public testimony sign-up procedures.
- Summary of often-cited parliamentary process (motions, decorum, etc.).
- Overview of all standing and outside boards and commissions.
- Overview of administrative purchasing and personnel policies, Council Member requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Introduction to Central Staff, Legislative Assistants, and key City department contacts.
- Policies and procedures relating to the publication of Council materials and the use of social media.
- Completion of open government training per Administrative Policy No. 0520-17-06 and RCW 42.30.205.
- Technology access and setup: email, cell phone, OnBase, PeopleSoft.
- Transition period (8 weeks after November elections): Council Members-elect invited to attend regular meetings and work sessions, provided agenda packets, and supported by Council staff in scheduling orientation meetings with City departments.

7.6 Succession Planning & Knowledge Continuity

The Council Office carries significant institutional knowledge in a small number of positions. The following practices manage continuity risk:

- The Council Executive Director maintains documented procedures for critical functions, updated at least annually.
- Cross-training ensures that at least one other staff member has working familiarity with each critical function.
- This guide, legislative procedures documentation, and key contact directories are maintained on SharePoint and reviewed at each annual update.
- When a key staff member transitions out, the Council Executive Director coordinates a structured knowledge transfer period.

7.7 Code of Conduct

The Spokane City Council Office Code of Conduct establishes clear, accessible behavioral expectations for all Council Members and Council Office staff. It reflects the Council's commitment to nonpartisan, equitable, and professional public service. This Code supplements the City's Ethics Code (SMC §01.04A), the City Charter, and the Council Rules of Procedure; where those authorities are more specific, they govern.

In addition, all City Council Office personnel should follow the procedures and expectations outlined in this handbook. Failure to do so may result in performance infractions for staff, and Council Members may be subject to disciplinary measures from the Council Body.

Behavioral Expectations

The following standards apply to Council Members and all Council Office staff:

- **Respectful Conduct:** Treat every colleague, constituent, partner agency representative, and member of the public with courtesy and respect, regardless of political position, district, or personal views. Personal attacks, intimidation, and demeaning conduct have no place in the Council Office.
- **Honesty and Transparency:** Maintain an atmosphere of honesty and transparency in all official actions. Do not misrepresent facts, withhold material information, or take actions designed to mislead colleagues, the public, or governing bodies.
- **Use of Public Resources:** Use City time, facilities, equipment, staff, and other resources only for official City purposes. Personal use of City resources must be incidental and must not interfere with official duties or create costs for the City.
- **Nonpartisan Standards:** Staff must maintain objectivity and professional independence in performing their duties. While Council Members appropriately advance policy priorities as elected officials, staff are expected to remain nonpartisan and neutral in the performance of their work.
- **Confidentiality:** Maintain strict confidentiality regarding privileged communications, draft work products, personnel matters, and executive session discussions. Do not share sensitive information with unauthorized parties.
- **Conflicts of Interest:** Council Members and staff must proactively disclose actual, potential, or perceived conflicts of interest before participating in any related decision or action. When in doubt, disclose.
- **No Retaliation:** No Council Member, supervisor, or colleague may retaliate against a staff member for making a good-faith disclosure of a conflict of interest, reporting a concern about misconduct, or exercising a legally protected right.

Equal Service Obligations

Central Staff serve the City Council as a whole — not individual Council Members, political factions, or campaign interests. The following obligations apply:

- **Equity of Service:** Central Staff provide equivalent quality of research, analysis, and legislative support to all seven Council Members. Workload prioritization is managed by the Council Executive Director to ensure no Council Member consistently receives less access to staff support than others.
- **Scope of Service:** Council Members may not direct Central Staff to produce work products that benefit only their individual office to the detriment of the Council as a legislative body, or that serve personal or campaign purposes.
- **Sharing of Work Products:** Work products produced by Central Staff — including research memos, fiscal notes, and legislative analyses — are shared with all Council Members upon completion or introduction, consistent with the confidentiality protocols in Section 4.3.
- **Legislative Assistants:** Legislative Assistants serve their assigned Council Member. However, they must treat all constituents equally and may not use City resources to advance the political interests of their Council Member over others.

Reporting Procedures

Council Members and staff who observe or experience conduct that may violate this Code, the City's Ethics Code, or other applicable standards have multiple reporting options depending on the nature and severity of the concern:

- **Supervisory Channels:** For most workplace conduct concerns, staff should raise the matter with their direct supervisor or the Council Executive Director. Council Members with concerns about staff conduct should raise them with the Council Executive Director.
- **Director or President Involvement:** When the concern involves the Council Executive Director, staff should report directly to the Council President. When the concern involves both the Director and the Council President, report to the City's Human Resources Department.
- **Ethics Commission:** Ethics concerns involving potential violations of SMC §01.04A or the City Charter may be reported to the City's Ethics Commission, which can investigate complaints, interpret the code, and initiate enforcement.
- **Whistleblower Protections:** Concerns about improper governmental action — including waste of public funds, gross mismanagement, abuse of authority, or violations of law — may be reported through the Local Government Whistleblower Protection Act process (RCW 42.41). Staff making good-faith reports under this Act are protected from retaliation.
- **City Attorney's Office:** Staff may also contact the City Attorney's Office for guidance on legal obligations, public records requirements, or ethical questions in the performance of their duties.

All reports made in good faith through the above channels are protected. No Council Member, supervisor, or colleague may discipline, demote, reassign, or otherwise retaliate against any person for raising a concern in good faith, even if the concern is later determined to be unfounded.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2026

Date Rec'd	5/20/2026		
Clerk's File #	RES 2026-0059		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION DIRECTING TRANSFER OF COUNCIL FUNDS		

Agenda Wording

A resolution directing transfer of City Council funds to finance council operations in 2026.

Summary (Background)

As part of the adoption of the mid-biennial budget modification in November 2025, the City Council elected to fund the council central staff through July 1, 2026 and to set aside funds for staffing for the remainder of the 2026 pending a study and review of council staffing and organization. A consultant was thereafter engaged for such study and completed its work in May 2026. There is in unallocated council funds an amount that can fund approximately $334,934 in operations, but some additional funds are likely to be needed to fund council staff. This resolution directs transfer of certain council funds and reserves to finance council staffing for the remainder of the year 2026.

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?

Not applicable

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 334,934
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This resolution directs transfer of funds with the the council budget to specified purposes.

Amount		Budget Account
Neutral	**$**	**#**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Reserves

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

Not applicable

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List

bwilkerson@spokanecity.org	zzapone@spokanecity.org
kfairborn@spokanecity.org	

RESOLUTION NO. 2026-0059

A resolution directing transfer of City Council funds to finance council operations in 2026.

WHEREAS, as part of the adoption of the mid-biennial budget modification in November 2025, the City Council elected to fund the council central staff through July 1, 2026 and to set aside funds sufficient for reduced staffing for the remainder of the 2026 pending a study and review of council staffing and organization; and

WHEREAS, the Council engaged Matrix Consulting, which completed its work in May 2026; and

WHEREAS, Matrix consulting recommended reorganization of the council staffing to include the elimination of initiative manager positions, creation of new analyst positions, and creation of an office director or chief of staff, among other recommendations; and

WHEREAS, as of June 24, 2026, Council has a remaining staff budget of $88,578 for staff salaries, wages and benefits for the remainder of the 2026 fiscal year; and

WHEREAS, according to the City's Finance department, current account balances show the Council requires at least $370,146 to retain five central staff FTEs (the Policy Advisor, Office Director, Communications Director, Intergovernmental Affairs Manager, and Budget Director); and

WHEREAS, additional unbudgeted expenses associated with the creation of a Senior Legislative Assistant position, as well as potential increased costs associated with the Matrix Consulting Report revision of the Office Director position, will increase the budget required to fund central staff through year-end; and

WHEREAS current accounts indicate the Council budget has a potential surplusage of $314,934 in the Other Miscellaneous Charges and Reserves Accounts; and

WHEREAS Council deems that moving said surplus funds from these accounts into the Salaries and Wages and Benefits accounts will offset most of the budgeted shortfall; and

WHEREAS Council anticipates the remaining shortfall can be covered by some vacancy savings or through unexpended budgeted Operational Travel funds;

NOW, THEREFORE, to fund the remaining central staff budget for the final pay periods of fiscal year 2026, Council resolves to direct the Accounting Department to move the following funds:

1. Reduce 54999 Other Misc Services budget by $65,000:

2026
($65,000)

2. Reduce 99999 Reserves budget by $249,934:

2026
($249,934)

3. Move funds from these account reductions to the 51000 Salaries and Wages and 52000 Employee Benefits accounts, in a ratio determined by Accounting:

2026
$314,934

Adopted by the City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 08/18/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/12/2026
		Clerk's File #	RES 2026-0063
		Cross Ref #	
Council Meeting Date: 08/26/2026		**Project #**	
Submitting Dept	HOUSING & HUMAN SERVICES	**Bid #**	
Contact Name/Phone	DAWN KINDER 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE WILDFIRE		

Agenda Wording

A resolution setting forth the City Council's approval to contract with the Washington State Department of Commerce for the Wildfire Housing Assistance Fund without further City Council review and action.

Summary (Background)

The Wildfire Housing Assistance Fund, administered by the Washington State Department of Commerce, provides assistance to households impacted by wildfires. The Washington State Department of Commerce intends to provide assistance to households displaced by the Spokane Complex Fires and to contract with the City of Spokane as a grantee. This resolution authorizes administrative staff to execute the appropriate contracts and agreements with the Washington State Department of Commerce for the Wildfire Housing Assistance Fund without further action of the City Council.

What impacts would the proposal have on historically excluded communities?

The purpose of the Wildfire Housing Assistance Fund, administered by the Washington State Department of Commerce is to provide rapid support to households that have been temporarily or permanently displaced from their residence due to wildfires and need assistance with housing-related expenses.

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?

Household data and reporting requirements will be developed by the Washington State Department of Commerce.

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?

This agreement is consistent with Governor Bob Ferguson's Proclamation 26.03-1 | Wildfires – Immediate Relief and Response

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Grant

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

Wildfire Housing Assistance Fund Grant

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2026 – 0063

A resolution setting forth the City Council's approval to contract with the Washington State Department of Commerce for the Wildfire Housing Assistance Fund without further City Council review and action.

WHEREAS, the Wildfire Housing Assistance Fund, administered by the Washington State Department of Commerce, provides assistance to households impacted by wildfires; and

WHEREAS, the Wildfire Housing Assistance Fund is intended to provide rapid support to households that have been temporarily or permanently displaced from their residence due to wildfires and need assistance with housing-related expenses; and

WHEREAS, the Washington State Department of Commerce intends to provide assistance to households displaced by the Spokane Complex Fires and to contract with the City of Spokane as a grantee; and

WHEREAS, Mayor Lisa Brown issued Executive Order 2026-0005, which authorizes emergency procurements and agreements consistent with the provisions of SMC 07.06.180; and

WHEREAS, the City of Spokane anticipates entering into this agreement with the Washington State Department of Commerce the week of August 16, 2026, as authorized under Executive Order 2026-0005; and

WHEREAS, this resolution satisfies the emergency procurement requirements under SMC 07.06.180(B), which requires ratification of a contract by resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane authorizes administrative staff to execute the appropriate contracts and agreements with the Washington State Department of Commerce for the Wildfire Housing Assistance Fund without further action of the City Council.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/21/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/8/2026
		Clerk's File #	ORD C36914
		Cross Ref #	
Council Meeting Date: 08/26/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXCELSIOR WELLNESS DEVELOPMENT AGREEMENT - ORDINANCE		

Agenda Wording

An ordinance extending the timeline for a development agreement and directing staff to implement the approved land use designations in the Future Land Use Map in PlanSpokane 2046.

Summary (Background)

Excelsior Wellness was granted a Comprehensive Plan Amendment for their properties on West Indian Trail in December 2024, provided they execute a Development Agreement with the City to establish certain requirements and limitations (see Ordinance C36613). As it has taken longer than anticipated to negotiate this Development Agreement, an Ordinance amending the timeline in the original Ordinance is required, as proposed by this agenda item. Additionally, negotiation of the Development Agreement is now complete and ready for final approval by City Council. Approval of the Development Agreement itself is via a proposed Resolution, submitted to City Council separately. The pertinent portions of the Development Agreement have been considered by the Spokane Plan Commission. The Plan Commission held a hearing on August 13, 2025, during which they voted unanimously to recommend City Council approve the Development Agreement.

What impacts would the proposal have on historically excluded communities?

None. The project location is not known to contain or impact 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?

No long-term tracking or analysis is required is required or proposed.

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

As a matter of normal business, the Planning Department tracks development in the City over time and its consistency/applicability to local policies and programs, including consistency with the Community's vision described and implemented by the Comprehensive Plan.

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 proposal is a following action required by the terms of an adopted Comprehensive Plan Amendment. At multiple points along the process, it has been determined to be consistent with the Comprehensive Plan, per Plan Commission Findings.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

There are no direct costs of this proposal. The applicant will be required to pay all development impact fees at the time of development.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	BLACK, TIRRELL		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	kfreibott@spokanecity.org
eking@spokanecity.org	mkapaun@spokanecity.org

Ordinance No. C36914

An ordinance relating to adopted ordinance C36613, concerning a required Development Agreement for the Comprehensive Plan Amendment File Z23-479COMP, extending the deadline for approval of the Development Agreement by two years and instructing staff to include the land use designations called for in that ordinance in the draft future land use map under development for the periodic comprehensive plan update due later this year.

WHEREAS, the Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z23-479COMP was submitted in a timely manner for review during the City's 2023/2024 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z23-479COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 32.05 acres from "Residential Low" to "Residential Moderate," "General Commercial," and "Conservation Open Space" for parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048; and

WHEREAS, the corresponding zoning designation requested was "Residential Multifamily (RMF)" for the portions designated "Residential Moderate," "Community Business, 55-foot height limit (CB-55)" for the portions designated "General Commercial," and "R1" for the portions designated "Conservation Open Space" or "Residential Low"; and

WHEREAS, City Council adopted RES 2024-0029 on March 25,2024, including Application Z23-479COMP in the 2024 Comprehensive Plan Amendment Work Program, and expanding the proposal to include consideration of portions of parcels 26261.3401, 26262.2620, and 26262.2621, totaling three additional acres; and

WHEREAS, a State Environmental Policy Act ("SEPA") Mitigated Determination of Non-Significance was issued on September 16, 2024, for the amendment to the Comprehensive Plan, the comment period for which ended on October 8, 2024; and

WHEREAS, the Spokane Plan Commission voted 8 to 0, with one abstention, to recommend approval of Application Z23-479COMP, conditioned upon their recommendation to remove parcel 26261.3401 from the proposal, apply the "Potential Open Space" designation instead of the "Conservation Open Space" designation, and execute a development agreement; and

WHEREAS, the City Council approved ordinance C36613, approving the proposed Comprehensive Plan Amendment and changes to the Zoning Map, conditioned on the requirement that the applicant sign a development agreement with the City prior to those changing taking effect within one year of the effective date of the ordinance; and

WHEREAS, negotiation of that development agreement required more than one year to complete due to factors beyond the City's control; and

WHEREAS, the Spokane Plan Commission held a public hearing on August 13, 2025 to discuss the development requirements in the Development Agreement, during which they voted unanimously to recommend City Council approve the DA with one change to a requirement—a change which has since been agreed to by the applicant; and

WHEREAS, findings of that Plan Commission recommendation are attached to this ordinance as Exhibit A; and

WHEREAS, the City is preparing a substantial update to the Comprehensive Plan known as PlanSpokane 2046, including a new Future Land Use Map for the City, expected to replace the existing Land Use Plan Map and expected to be approved by the end of 2026; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Extension of the Timeline. The timeline established by Ordinance C36613, item 5, is extended by 24 months, stating the Development Agreement must be signed by January 1, 2027.

2. Amendment of the Land Use Map. The amendment of the Land Use Map required by Ordinance C36613, item 2, is amended to apply the proposed land use designations to the Future Land Use Map of PlanSpokane 2046—the draft periodic update of the City's Comprehensive Plan—rather than the currently-adopted Land Use Plan Map in the current Comprehensive Plan.

3. Name of Land Use Designations. The new land use designations called for in Ordinance C36613 are amended to conform to the naming convention utilized by the draft PlanSpokane 2046 Future Land Use Map, as follows:

a. “Residential Moderate” now reads “Residential High”;
b. “General Commercial” now reads “Commercial”; and
c. “Potential Open Space” now reads “Open Space.”

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:		**Date Rec'd**	11/13/2024
Committee: Urban Experience **Date:** 11/11/2024		**Clerk's File #**	ORD C36613
Committee Agenda type: Consent		**Cross Ref #**	
Council Meeting Date: 11/25/2024		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	KEVIN (509) 625 - 6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE JBINGLE KKLITZKE		
Agenda Item Name	0650 - Z23-479COMP – INDIAN TRAIL – COMPREHENSIVE PLAN AMENDMENT		

Agenda Wording

Proposal Z23-479COMP seeks to amend the Land Use Plan Map and Zoning Map for 33 acres in the Balboa/South Indian Trail Neighborhood. This proposal is being considered as part of the Annual Comprehensive Plan Amendment Work Program.

Summary (Background)

The proposal concerns parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048 as well as portions of parcels 26262.2620 and 26262.2621 in the Balboa/South Indian Trail Neighborhood. Application Z23-479COMP seeks to amend the Comprehensive Plan Land Use Plan Map from "Residential Low" to "Residential Moderate," "General Commercial," and "Potential Open Space" and amend the Zoning Map from "R1" to "Residential Multifamily (RMF)," "Community Business, 55-foot height limit (CB-55),"

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Processing of Comprehensive Plan Amendments utilizes existing staff time and resources. No additional costs are associated with the adoption of this proposal.

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

FIRST READING OF THE ABOVE ORDINANCE HELD ON 11/25/2024 AND FURTHER ACTION WAS DEFERRED

CITY CLERK

PASSED BY SPOKANE CITY COUNCIL: 12/2/2024

CITY CLERK

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

and "R1." This Application is being considered concurrently with five others through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 9, 2024, to consider this Application and recommended approval of the proposal.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ORLOB, KIMBERLY		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Kfreibott@spokanecity.org
bwhitmarsh@spokanecity.org	eking@spokanecity.org
sgardner@spokanecity.org	smacdonald@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	November 11, 2024
Submitting Department	Planning & Economic Development
Contact Name	Kevin Freibott
Contact Email & Phone	Kfreibott@spokanecity.org, (509) 625 - 6184
Council Sponsor(s)	CM Zack Zappone, CM Jonathan Bingle, and CM Kitty Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Z23-479COMP – Indian Trail – Comprehensive Plan Amendment
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The proposal concerns parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048 as well as portions of parcels 26262.2620 and 26262.2621 in the Balboa/South Indian Trail Neighborhood. Application Z23-479COMP seeks to amend the Comprehensive Plan Land Use Plan Map from "Residential Low" to "Residential Moderate," "General Commercial," and "Potential Open Space" and amend the Zoning Map from "R1" to "Residential Multifamily (RMF)," "Community Business, 55-foot height limit (CB-55)," and "R1." This Application is being considered concurrently with five others through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 9, 2024, to consider this Application and recommended approval of the proposal.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Processing of Comprehensive Plan Amendments utilizes existing staff time and resources. No additional costs are associated with the adoption of this proposal.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

What impacts would the proposal have on historically excluded communities?

The is a private proposal to amend the land use and zoning map and is not directly related to 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? The proposal is a land use and zoning map change and does not guarantee future development of the subject properties. No data is directly collected or analyzed on the listed topics, however the Planning & Economic Development Department generally follows these proposals to track whether the subject properties develop in the future.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? As stated above, the department generally tracks these proposals to see if they develop. Doing so allows for educated revisions to ensure the efficacy of the program if they are warranted.
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 proposal is consistent with Comprehensive Plan Policies **LU 1.4 Higher Intensity Residential Areas, LU 1.8 General Commercial Uses, and LU 6.2 Open Space**. After reviewing the criteria set forth in SMC 17G.020.030, Plan Commission found the proposal consistent with the Comprehensive Plan and all applicable review criteria, voting to recommend City Council approval of the proposal, subject to the execution of a development agreement.

Ordinance No. C36613

AN ORDINANCE RELATING TO APPLICATION FILE Z23-479COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL LOW" TO "GENERAL COMMERCIAL," "RESIDENTIAL MODERATE," AND "POTENTIAL OPEN SPACE" FOR APPROXIMATELY 33 ACRES IN THE BALBOA/SOUTH INDIAN TRAIL NEIGHBORHOOD; AND AMENDING THE ZONING MAP FROM "R1" TO "COMMUNITY BUSINESS, 55-FOOT HEIGHT LIMIT (CB-55)", RESIDENTIAL MULTIFAMILY (RMF)," AND "R1."

WHEREAS, the Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z23-479COMP was submitted in a timely manner for review during the City's 2023/2024 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z23-479COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 32.05 acres from "Residential Low" to "Residential Moderate," "General Commercial," and "Conservation Open Space" for parcels 26262.0010, 26262.0018, 26262.0054, 26262.0055, and 26265.0048; and

WHEREAS, the corresponding zoning designation requested was "Residential Multifamily (RMF)" for the portions designated "Residential Moderate," "Community Business, 55-foot height limit (CB-55)" for the portions designated "General Commercial," and "R1" for the portions designated "Conservation Open Space" or "Residential Low"; and

WHEREAS, City Council adopted RES 2024-0029 on March 25,2024, including Application Z23-479COMP in the 2024 Comprehensive Plan Amendment Work Program, and expanding the proposal to include consideration of portions of parcels 26261.3401, 26262.2620, and 26262.2621, totaling three additional acres; and

WHEREAS, staff requested comments from agencies and departments on May 7, 2024, and a public comment period ran from June 10, 2024 to August 9, 2024; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on July 24, 2024; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 17, 2024; and

WHEREAS, a State Environmental Policy Act ("SEPA") Mitigated Determination of Non-Significance was issued on September 16, 2024, for the amendment to the Comprehensive Plan, the comment period for which ended on October 8, 2024; and

WHEREAS, a staff report for Application Z23-479COMP reviewing all the criteria relevant to consideration of the application was published on September 20, 2024, and sent to all applicants, commenters, and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published in the Spokesman-Review on September 25, 2024, and October 2, 2024; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on September 25, 2024; and

WHEREAS, the Spokane Plan Commission held a public hearing on October 9, 2024, including staff presentation, taking of public testimony, closing of the verbal and written public record, and deliberations; and

WHEREAS, the Spokane Plan Commission found that Application Z23−479COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z23−479COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0, with one abstention, to recommend approval of Application Z23-479COMP, conditioned upon their recommendation to remove parcel 26261.3401 from the proposal, apply the "Potential Open Space" designation instead of the "Conservation Open Space" designation, and execute a development agreement; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings,

conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z23-479COMP is approved.

2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential Low" to "Residential Moderate," "General Commercial," and "Potential Open Space" for approximately 33 acres, as shown in Exhibit B, subject to the owner(s) of the property entering into a binding development agreement with the City within one year of the effective date of this ordinance and prior to the approval of any development permits on the site.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "R1" to "Residential Multifamily (RMF)," and "Community Business, 55-foot height limit (CB-55)," as shown in Exhibit C, subject to the owner(s) of the property entering into a binding development agreement within one year of the effective date of this ordinance.

4. Approval Conditions for Development Agreement. The approval granted by this ordinance is conditioned upon the applicants entering into a biding development agreement that has been mutually executed between the City and the applicants and which is consistent with the requirements of Chapter 36.70B RCW and Spokane Municipal Code chapter 17A.060, sufficient to bind the applicants and applicants' successor(s) and assigns with respect to development of the property identified in Exhibits B and C and addressing the following:

    a. Site plan.

    b. Multimodal circulation plan.

    c. Development details for the City of Spokane Integrated Capital Management Department.

    d. Limitations on uses allowed in the commercial portions of the Application.

    e. Emergency egress.

5. Expiration Date. The approvals granted by this ordinance shall expire and the Land Use Designation and Zoning Category shall revert to the original designations as stated in Sections 2 and 3 herein above if, within one (1) year from the effective date of this ordinance, the conditions set forth in Section 4 of this ordinance have not been satisfied.

6. This ordinance shall become effective thirty (30) days after its enactment; provided no development permits may be issued for the property until all conditions of approval have been satisfied including the mutual execution of a development agreement between the city and the applicants addressing the terms set forth in section 4 herein above and the approval of the same by the City Council by Ordinance or Resolution.

PASSED BY THE CITY COUNCIL ON December 2, 2024.

Betsy Wilkerson
Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Lisa Brown
Mayor

12/13/2024
Date

1/12/2025
Effective Date

File: Z23-479COMP (N Indian Trail)

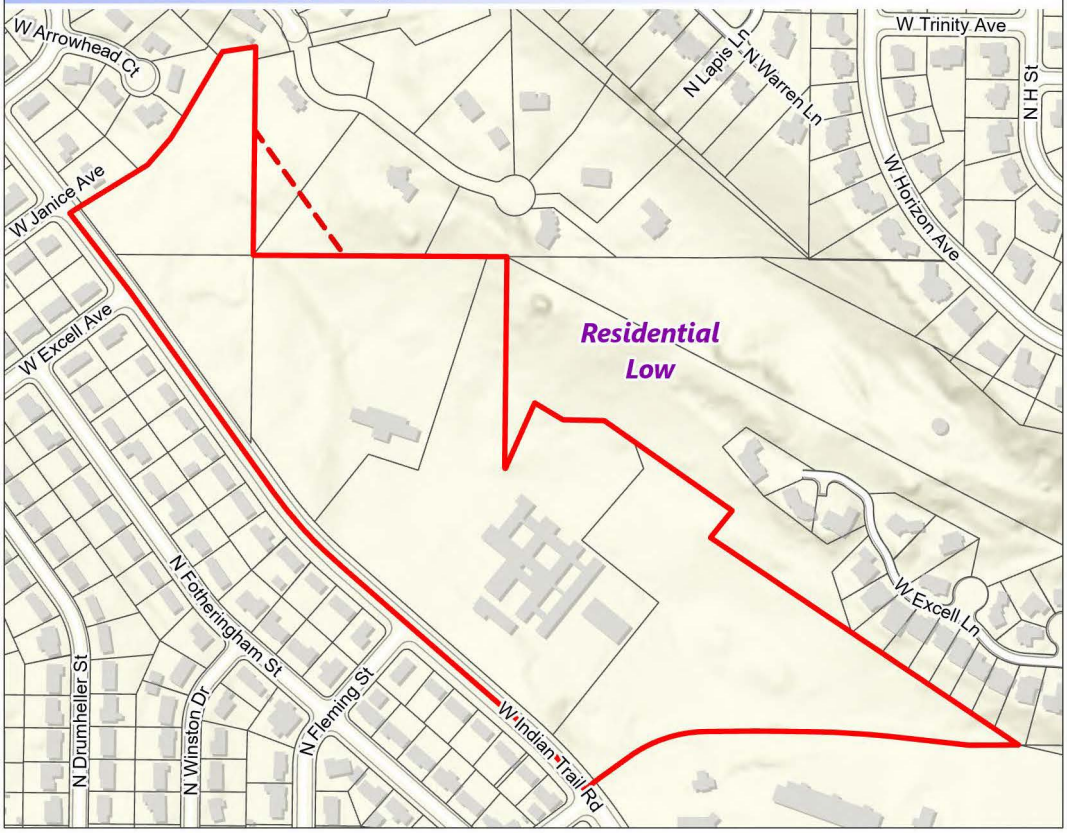
Exhibit B: Land Use Plan Map Changes

Department of Planning & Economic Development

Draw Date: 10/17/2024

THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Current Land Use Plan Map Designations



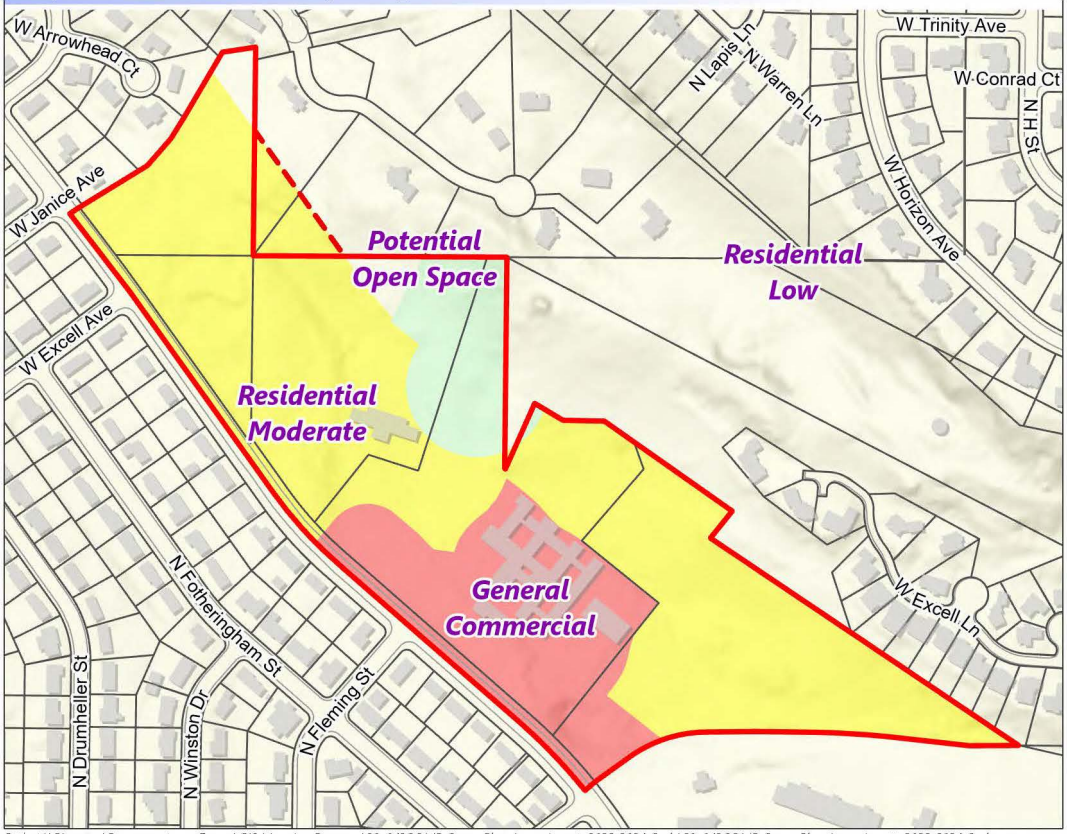
Drawing Scale: 1:6,000

Project Area
Expanded Area
Building
Parcel
Curb Line

Land Use Plan Map Designation

General Commercial
Potential Open Space
Residential Low
Residential Moderate

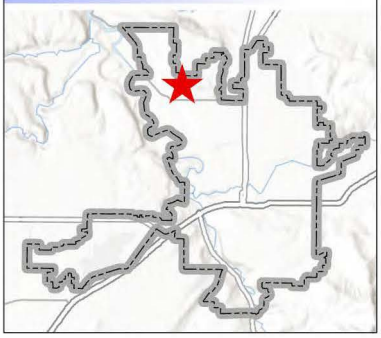
Proposed Land Use Plan Map Designation



Agent: Land Use Solutions & Entitlement
Parcels: 26262.0010
26262.0018
26262.0054
26262.0055
26262.2620
26262.2621
26265.0048
Size: 33 acres
(Size is Approximate)

This exhibit has been updated according to the recommendation of the Spokane Plan Commission during their hearing on October 9, 2024.

Project Location



Path: H:\Planning\Programs_Long Range\GIS Mapping Program\23-042COMP Comp Plan Amendments 2023-2024 Cycle\23-042COMP Comp Plan Amendments 2023-2024 Cycle.aprx

File: Z23-479COMP (N Indian Trail)

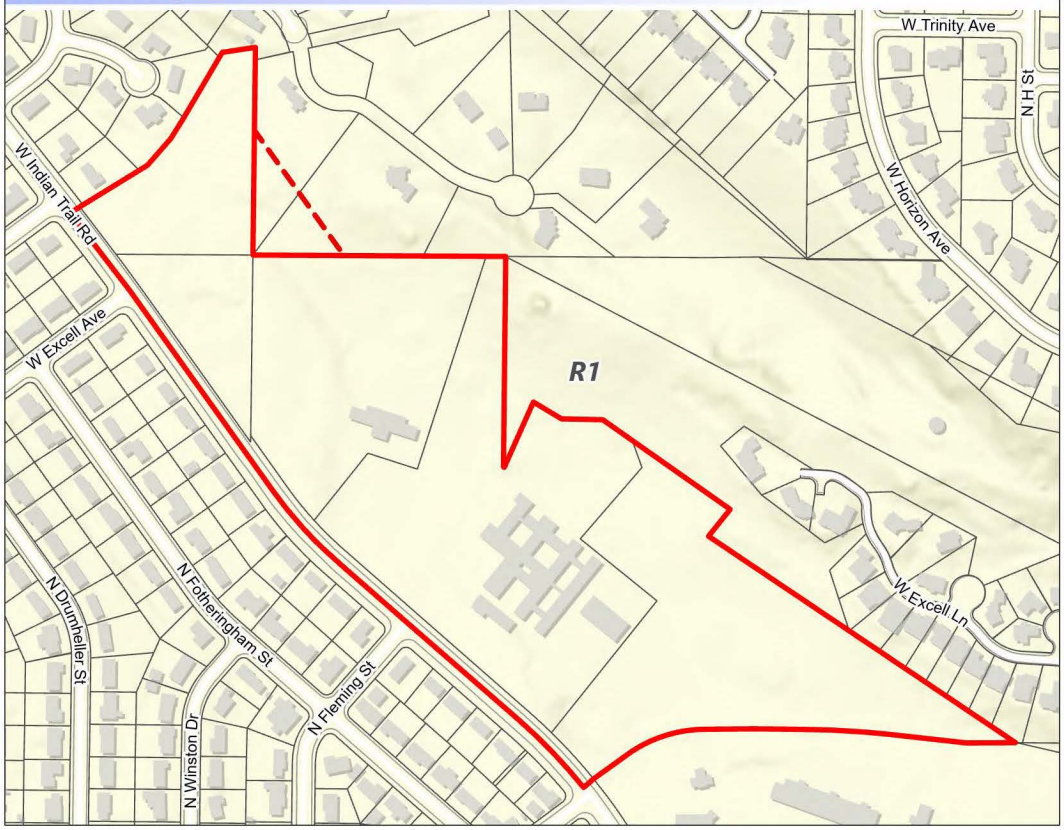
Exhibit C: Zoning Changes

Department of Planning & Economic Development

Draw Date: 10/17/2024

THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Current Zoning



0 300 600 1,200 Feet

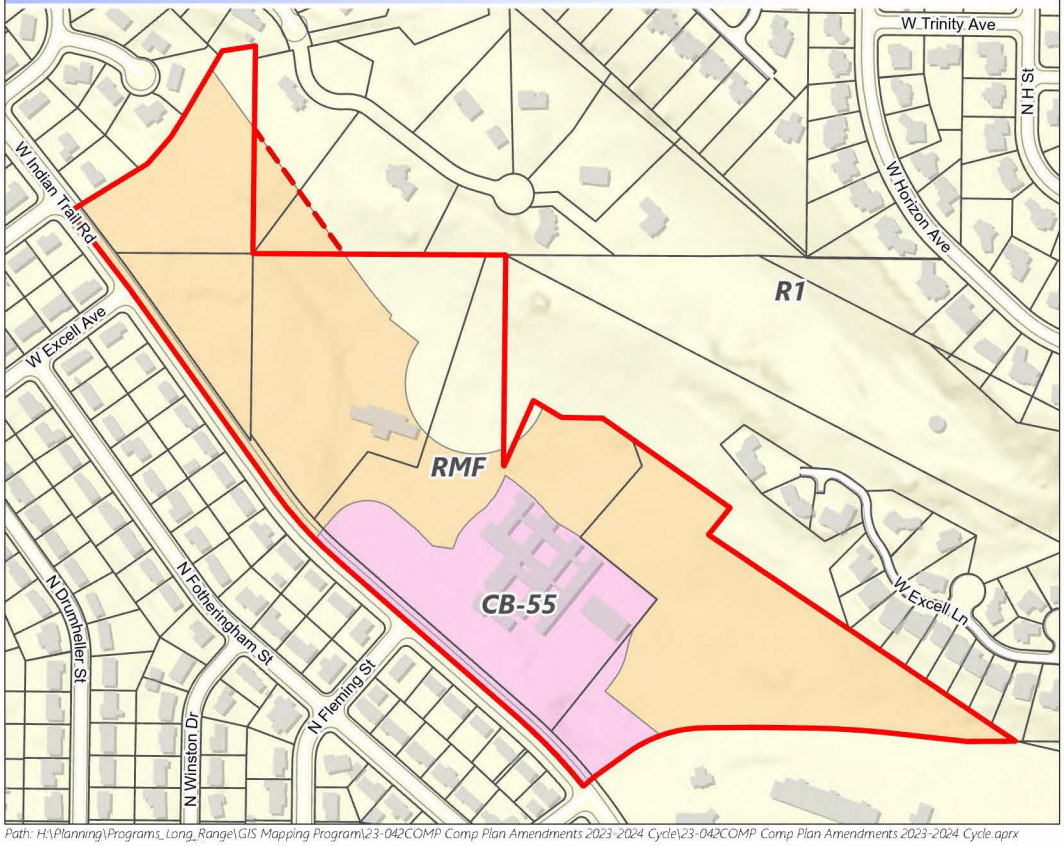
Drawing Scale: 1:6,000

Project Area
Buildings
Parcel
Curb Line

Zoning

Community Business
Residential Multifamily
Residential 1

Proposed Zoning



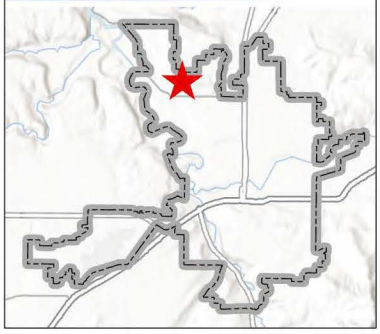
Agent: Land Use Solutions & Entitlement

Parcels: 26262.0010
26262.0018
26262.0054
26262.0055
26262.2620
26262.2621
26265.0048

Size: 33 acres
(Size is Approximate)

This exhibit has been updated according to the recommendation of the Spokane Plan Commission during their hearing on October 9, 2024.

Project Location



Path: H:\Planning\Programs_Long_Range\GIS Mapping Program\23-042COMP Comp Plan Amendments 2023-2024 Cycle\23-042COMP Comp Plan Amendments 2023-2024 Cycle.aprx

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/21/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/14/2026
		Clerk's File #	ORD C36915
		Cross Ref #	ORD C36742
Council Meeting Date: 08/26/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENSION OF INTERIM ZONING ORDINANCE FOR CHILDCARE CENTERS		

Agenda Wording

An ordinance to extend the duration of interim zoning ordinance C36742 concerning childcare centers; setting a public hearing; and reiterating a work program.

Summary (Background)

Council adopted ORD C36742 in September 2025 as an interim zoning ordinance. The ordinance reduced requirements for childcare centers in residential in alignment with state law and made them an as-of-right use. As an interim zoning ordinance, it was assigned a duration of one year, which expires on Sept 22, 2026. The City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. The Planning and Economic Development department continues to conduct engagement and study permanent changes to the development code related to childcare centers. This ordinance proposes to extend the duration of the interim ordinance for six months to March 22, 2027.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	amcdaniel@spokanecity.org
eking@spokanecity.org	

ORDINANCE NO. C36915

An ordinance to extend the duration of interim zoning ordinance C36742 concerning childcare centers; setting a public hearing; and reiterating a work program.

WHEREAS, on September 22, 2025, City Council adopted ordinance C36742, an interim zoning ordinance regarding childcare centers; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled "Code Assessment and Modernization of Title 17 of the Spokane Municipal Code"; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City's Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of ordinance C36742 on September 22, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of the extension of the interim zoning ordinance established by ordinance C36773 and are added to the findings of fact adopted by ordinance C36773.

Section 2. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate childcare centers as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 4. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36742 shall be extended an additional six months to March 22, 2027.

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

section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/21/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 08/26/2026		**Date Rec'd**	7/14/2026
		Clerk's File #	ORD C36916
		Cross Ref #	
		Project #	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	MELISSA OWEN 6063	**Requisition #**	
Contact E-Mail	MOWEN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BEARD ADDITION PUD OVERLAY ADOPTION ORDINANCE		

Agenda Wording

An ordinance to adopt an overlay zone for property located approximately at 3929 W. Grandview Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.

Summary (Background)

This is a private development proposal for which preliminary approval of the PUD and long plat (199 lots for single-family development over 34.93-acres) was already received. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on March 27, 2024, under Z23-190PPUD. Pursuant to the Type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on March 27, 2024. On April 22, 2024, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended May 6, 2024. Please note that the project is also under separate final plat review - Beard Addition - to finalize the first phase of the underlying plat associated with the above decision. The PUD overlay, installation and acceptance of all required infrastructure must be completed prior to final plat approval.

What impacts would the proposal have on historically excluded communities?

None known – this project completed the required public process including public hearing before the hearing examiner.

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

N/A

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

N/A

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

The proposal is consistent with the City's Comprehensive Plan including multiple goals and policies from the land use, transportation, housing, urban design, natural environment, and neighborhoods chapters of the Comprehensive Plan. The uses allowed under the 2024 decision include single-family homes. A total of 199 lots/homes over +/-35 acres were approved. This project, Beard Addition, includes common open space and public infrastructure such as street with separate sidewalks and utilities. The underlying zoning will remain R1 (formerly RSF at time of application and decision). Land Use Designations are not being modified as part of this PUD Overlay Process. Attachments – Ordinance with proposed PUD Zoning Overlay legal description and Map

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The applicant is proposing a change to the City's Zoning Map for 3929 W. Grandview Road, parcel 25263.0051 (and parcels 25263.0048, 25263.0052, 25263.3801 25263.3701, 25263.3601 addressed as unassigned and 2101 & 2102 S. Snowcrest St.), by amending the o

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MACDONALD, STEVEN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokancity.org
tpalmquist@spokancity.org	sgardner@spokancity.org
tblack@spokancity.org	mowen@spokancity.org

ORDINANCE NO. C36916

An ordinance to adopt an overlay zone for property located approximately at 3929 W. Grandview Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.

WHEREAS, The Hearing Examiner held a public hearing on March 16, 2024, at the request of the owner of certain property zoned RSF (Residential Single Family), and generally located between West 21st Avenue to the north, West 25th Avenue (city/county boundary) to the south, South Garden Springs Road to the west, and South H Street to the east within the City and County of Spokane, State of Washington, and on April 22, 2024, approved a Planned Unit Development Overlay Zone subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment;

NOW THEREFORE, the City of Spokane does ordain:

The Director of Planning Services is directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit B and legally described as:

A PARCEL OF LAND BEING REPLAT OF TRACT “A”, LOT 1, BLOCK 6, AND LOT 1, BLOCK 7 OF THE ALTERATION Z23-108FLPT TO WESTRIDGE ADDITION OF THE WESTRIDGE PLANNED UNIT DEVELOPMENT (Z9700042-FP), RECORDED IN BOOK 47 OF PLATS, AT PAGES 79, 80, 81 AND 82, AUDITOR'S FILE NUMBER 7493227, RECORDS OF SPOKANE COUNTY, WASHINGTON AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 26, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AND MORE.

(SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION)

with a Planned Unit Development Overlay Zone.

ADOPTED BY THE CITY COUNCIL ON _____

_____

Council President

Attest: And Approved as to form:

City Clerk City Attorney

EXHIBIT A - BEARD PUD OVERLAY LEGAL DESCRIPTION:

A PARCEL OF LAND BEING REPLAT OF TRACT “A”, LOT 1, BLOCK 6, AND LOT 1, BLOCK 7 OF THE ALTERATION Z23-108FLPT TO WESTRIDGE ADDITION OF THE WESTRIDGE PLANNED UNIT DEVELOPMENT (Z9700042-FP), RECORDED IN BOOK 47 OF PLATS, AT PAGES 79, 80, 81 AND 82, AUDITOR'S FILE NUMBER 7493227, RECORDS OF SPOKANE COUNTY, WASHINGTON AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 26, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED “A AND C INC 12904”, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 4 INCH PIPE WITH A PIN IN CONCRETE, BEARS SOUTH 03°26'03” EAST 2595.55 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, SOUTH 03°26'03” EAST 30.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID ALTERATION Z23-108FLPT TO WESTRIDGE ADDITION OF THE WESTRIDGE PLANNED UNIT DEVELOPMENT (Z9700042-FP) BEING A FOUND 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829” AND BEING ALSO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE WEST LINE OF BLOCK 1 OF THE PLAT OF WESTWOOD HILLS FIRST ADDITION, RECORDED IN BOOK 22 OF PLATS, PAGE 38, AUDITOR FILE NUMBER 9407110478, AND THE WEST LINE OF BLOCK 1 OF WESTWOOD HILLS SECOND ADDITION, RECORDED IN BOOK 24 OF PLATS, PAGES 43 AND 44, AUDITOR FILE NUMBER 4048951, AND THE WEST LINE OF BLOCK 2 OF THE PLAT OF WESTWOOD HILLS THIRD ADDITION, RECORDED IN BOOK 26 OF PLATS, PAGES 32 AND 33, AUDITOR FILE NUMBER 4458338, RECORDS OF SPOKANE COUNTY, WASHINGTON, SOUTH 03°26'03" EAST 1267.64 FEET TO THE NORTH RIGHT-OF-WAY OF 25TH AVENUE;

THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID 25TH AVENUE, SOUTH 87°09'39" WEST 1346.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 BEING A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 18091/33126";

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, NORTH 03°56'59" WEST 797.83 FEET TO THE SOUTHERLY LINE OF BLOCK 4 OF SAID ALTERATION Z23-108FLPT TO WESTRIDGE ADDITION OF THE WESTRIDGE PLANNED UNIT DEVELOPMENT (Z9700042-FP), BEING A 5/8 REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE LEAVING THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND ALONG THE SOUTHERLY LINE OF SAID BLOCK 4 THE FOLLOWING NINE (9) COURSES:

1. THENCE NORTH 85°55'25" EAST 61.44 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

2. THENCE NORTH 04°04'35" WEST 32.17 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

3. THENCE NORTH 85°55'25" EAST 56.84 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

4. THENCE NORTH 44°32'32" EAST 73.18 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

5. THENCE NORTH 39°01'16" EAST 83.25 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

6. THENCE NORTH 28°27'50" EAST 81.14 FEET TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED “IPE 18091/33126”;

7. THENCE NORTH 14°54'07" EAST 82.41 FEET TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED “IPE 18091/33126”;

8. THENCE NORTH 02°44'41" WEST 71.57 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

9. THENCE NORTH 87°15'19" EAST 101.92 FEET TO THE WESTERLY RIGHT-OF-WAY OF CUMBERLAND STREET BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE LEAVING SAID SOUTHERLY LINE OF BLOCK 4 AND ALONG THE WESTERLY LINE OF SAID CUMBERLAND STREET, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 397.50 FEET, HAVING A RADIAL BEARING TO THE CENTER OF THE CURVE OF SOUTH 82°24'10" WEST, AN ARC LENGTH OF 44.28 FEET, A CENTRAL ANGLE OF 06°22'55" AND A LONG CHORD THAT BEARS SOUTH 04°24'23" EAST 44.25 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CUMBERLAND STREET;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID CUMBERLAND STREET, NORTH 88°51'49" EAST 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID CUMBERLAND STREET BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF CUMBERLAND STREET, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 457.50 FEET, HAVING A RADIAL BEARING TO THE CENTER OF THE CURVE OF SOUTH 88°47'42" WEST, AN ARC LENGTH OF 20.58 FEET, A CENTRAL ANGLE OF 02°34'38" AND A LONG CHORD THAT BEARS NORTH 02°29'37" WEST 20.58 FEET TO THE SOUTHERLY LINE OF BLOCK 5 OF SAID ALTERATION Z23-108FLPT TO WESTRIDGE ADDITION OF THE WESTRIDGE PLANNED UNIT DEVELOPMENT (Z9700042-FP), BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF CUMBERLAND STREET AND ALONG THE SOUTHERLY LINE OF SAID BLOCK 5 THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 86°13'07" EAST 107.24 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

2. THENCE NORTH 03°26'23" WEST 34.96 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

3. THENCE NORTH 86°33'37" EAST 67.01 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

4. THENCE SOUTH 88°30'47" EAST 55.26 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

5. THENCE NORTH 05°01'09" EAST 120.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 21ST AVENUE BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE LEAVING SAID SOUTHERLY LINE OF BLOCK 5 AND ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID 21ST AVENUE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 570.00 FEET, HAVING A RADIAL BEARING TO THE CENTER OF THE CURVE OF SOUTH 05°01'10" WEST, AN ARC LENGTH OF 57.79 FEET, A CENTRAL ANGLE OF 05°48'31" AND A LONG CHORD THAT BEARS SOUTH 82°04'34" EAST 57.76 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 79°10'20" EAST 287.60 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 119.81 FEET, A CENTRAL ANGLE OF 24°30'58" AND A LONG CHORD THAT BEARS NORTH 88°34'11" EAST 118.90 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY RIGHT-OF-WAY OF SNOWCREST STREET ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 100°15'18" AND A LONG CHORD THAT BEARS SOUTH 53°33'38" EAST 30.70 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET, SOUTH 03°25'59" EAST 129.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET, BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET, NORTH 86°34'01" EAST 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET BEING A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET, NORTH 03°25'59" WEST 134.30 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF SNOWCREST STREET, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 28.31 FEET, A CENTRAL ANGLE OF 09°00'42" AND A LONG CHORD THAT BEARS NORTH 07°56'20" WEST 28.28 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED “WCE PLS 55829”;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF SAID SNOWCREST STREET, ALONG A TANGENT REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 25.23 FEET, A CENTRAL ANGLE OF 72°16'52" AND A LONG CHORD THAT BEARS NORTH 23°41'45" EAST 23.59 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED "WCE PLS 55829";

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF SNOWCREST STREET AND ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID 21ST AVENUE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 102.65 FEET, A CENTRAL ANGLE OF 26°44'01" AND A LONG CHORD THAT BEARS NORTH 73°12'12" EAST 101.72 FEET TO THE **TRUE POINT OF BEGINNING;**

SAID PARCEL CONTAINING 35.02 ACRES OF LAND, MORE OR LESS.

EXHIBIT B – BEARD PUD OVERLAY MAP

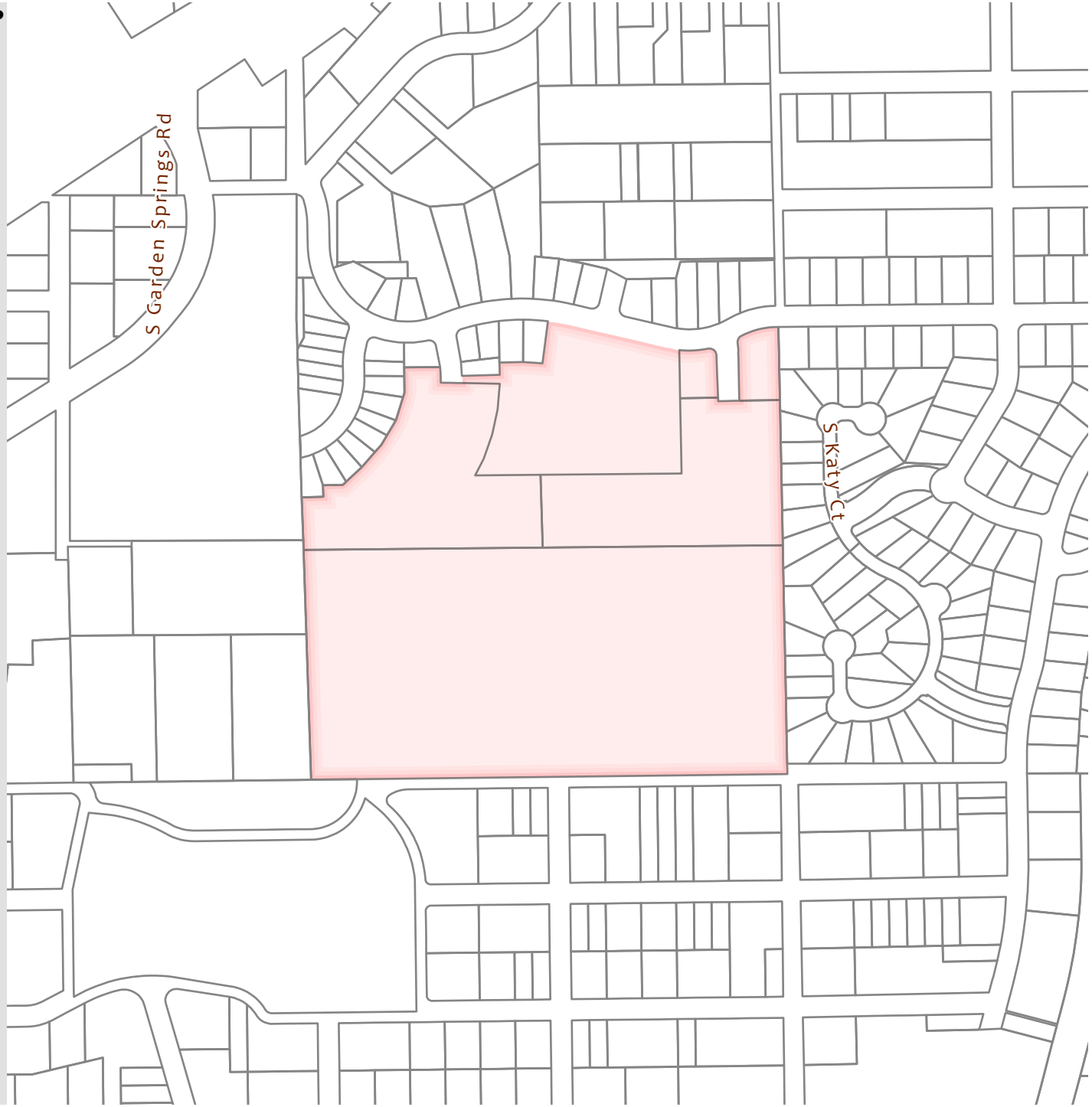
Proposed PUD Area

Parcel

City of Spokane

Beard Addition PUD Proposal

Parcel #



CITY OF SPOKANE

Scale: 1:5,000

N

7/7/2026

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

CITY OF SPOKANE HEARING EXAMINER

Re:	Application for a Preliminary Plat and Planned Unit Development to subdivide 34.93 acres of land into a 199-lot Planned Unit Development for development for single-family homes in the RSF zone. The application also includes a Wetland Modification Conditional Use Permit.	))))))))	FINDINGS, CONCLUSIONS, AND DECISION FILE NO. Z23-190PPUD

I. SUMMARY OF PROPOSAL AND DECISION

Proposal: The applicant, Whipple Consulting Engineers, Inc., is requesting approval of an application for a Preliminary Plat and Preliminary Planned Unit Development (PUD) from the Hearing Examiner to subdivide 34.93 acres of land into a 199-lot PUD for development for single-family homes (the most current plat map detail includes 196 buildable lots). The application also includes a Wetland Modification Conditional Use Permit (CUP). The application is requesting modification to the maximum floor area ratio (FAR), lot coverage, driveway coverage limits, and setbacks (front and rear yard) under the PUD application process.

Decision: APPROVED, with conditions.

II. FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant: Whipple Consulting Engineers, Inc.
Todd Whipple, PE
21 S Pines Rd
Spokane Valley, WA 99206

Owner: Lennar Northwest, Inc. – Brent Parrish
33455 6th Avenue South, Unit 1-B
Federal Way, WA 98003

Property Location: 3929 W. Grandview Road, Spokane, WA 99224, parcel 25263.0051 (and parcels 25263.0048, 25263.0052, 25263.2907, 25263.3001, 25263.3002, 25263.3101, 25263.3102, 25263.310 addressed as 2101, 2102, 2103, 2106, and 2107 S. Westridge Lane. Note: some parcels have no address currently assigned).

Legal Description: The legal description of the property is provided on the preliminary plat maps. *See* Exhibit 6.

Zoning: The property is zoned Residential 1 (R1) but is vested in the previous zoning of RSF (Residential Single Family).

Comprehensive Plan (CP) Map Designation: The property is designated as Residential Low but is vested in the previous zoning of Residential 4-10.

Site Description: The subject property is generally located between West 21st Avenue to the north, West 25th Avenue (city/county boundary) to the south, South Garden Springs Road to the west, and South H Street to the east.

Project Description: The applicant is proposing to develop a 34.93-acre PUD with 199 buildable lots (196 lots per most recent preliminary plat map) for single-family residential development along with four tracts of land associated with common open space and wetland areas. The project includes construction of public roads and public utilities as well as stormwater facilities to serve the development.

The application requests modification to the maximum FAR, lot coverage, driveway coverage limits, and front and rear yard setbacks under the PUD application process. A variance, from driveway approach limits to implement any approved request to exceed driveway coverage limits, sought through this PUD process will require a separate variance by the City Engineer completed outside of this combine type III application process.

The wetland modification CUP portion of the application includes filling one wetland – Wetland C (a total of 19,424 square feet [sq. ft.]/0.45 acre). Mitigation for this direct impact to Wetland C includes creation of new wetland areas (38,716 sq. ft./0.89 acre), enhancement of existing Wetlands A and B (13,991 sq. ft./0.32 acre), and enhancing the required wetland buffer (58,799 sq. ft./1.35 acres).

Surrounding Conditions and Uses: The adjacent zoning to the east, north, and west is R1. South of the site is outside the City's jurisdiction (Spokane County). Adjacent land uses including within Spokane County to the south are single-family homes, vacant lots, and larger tracts of land that are either vacant or residential in nature. Spring Heights Park is located just to the south of the project site in Spokane County.

III. PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.110, Residential Development; SMC 17C.320, Conditional Uses; SMC 17G.060, Land Use Application Procedures; SMC 17G.070, Planned Unit Developments; and SMC 17G.080, Subdivisions.

Community Meeting: April 12, 2022, November 15, 2022, and March 14, 2023

Notice of Community Meeting:

Mailed: March 28, 2022
Posted: March 25 & 28, 2022
Published: March 28 & April 4, 2022

Mailed: October 25, 2022
Posted: October 25 & 27, 2022
Published: October 25 & November 1, 2022

Mailed: February 27, 2023
Posted: February 23 & 24, 2023

Public Hearing Date: March 27, 2024

Notice of Application/Public Hearing: Mailed: February 7, 2024
Posted: February 8 & 9, 2024
Published: February 8 & 15, 2024

Site Visit: April 16, 2024

State Environmental Policy Act (SEPA): A Mitigated Determination of Non-Significance (MDNS) was issued on March 7, 2024. *See* Exhibit 9. The deadline to appeal the MDNS was March 21, 2024. The MDNS was not appealed.

Testimony:

Melissa Owen, Assistant Planner
City of Spokane Planning & Development
808 W. Spokane Falls Boulevard
Spokane, WA 99201
mowen@spokanecity.org

Todd Whipple, PE
Whipple Consulting Engineers, Inc.
21 S Pines Rd
Spokane Valley, WA 99206
toddw@whipplece.com

Mary Beth McGinley
marybethmcgin@comcast.net

John Johnson
Wenat501@gmail.com

Diane Stueckle
afdlms@comcast.net

Adam Marshall
Adam.marshall4747@gmail.com

Claudia Lobb
lobbch@comcast.net

Matt Bruch
Mattbruch3@gmail.com

Submitted comments to the record or present but did not testify:

Grandview-Thorp Neighborhood Council
grandviewthorp@hotmail.com

Ken Van Voorhis
kvan@spvv.com

Debbie Rosengrant
Rosengrant.debbie@gmail.com

Briana McLaughlin
bmclaughlin@visitspokane.com

David Rasanen
Drasanen1@gmail.com

Kelsey Keturakat
Kelsey.keturakat@soroco.com

Molly Marshall
Molly.marshall475@gmail.com

Adam Bartholomew
Aglb43@me.com

Mark Taylor & Leslie Spencer
Loft9@comcast.net

Nikki Hyche
Nikkita1813@yahoo.com

Erika Miller
Wsu_sage@yahoo.com

Leslie Hope
lkhope@verizon.net

Exhibits:

Staff Report, dated 03/22/24, including the following exhibits:

1. Vicinity Map
2. Zoning Map
3. Land Use Map
4. Application Documents, including:
   a. General Application
   b. Preliminary Long Plat Application
   c. Preliminary PUD Application
   d. Wetland Conditional Use Permit Application
   e. Project Narrative
   f. Open Space Calculation – March 2023
5. Wetland Modification Documents, including:
   a. Washington State Department of Ecology (WSDOE) Wetland Administrative Order
   b. Wetland Modification Conditional Use Permit and Critical Area Addendum
   c. Wetland Modification Assessment and Mitigation Report – 2022
6. Site Planning and Context Documents, including:
   a. Plat Map Package – December 2023
   b. Plat Map Package – November 2023
   c. Plat Map Package – September 2023
   d. Plat Map Package – Original
7. Technical Documents, including:
   a. Geotechnical Report
   b. Geohazard Evaluation Report
   c. Trip Generation and Distribution Letter (TGDL), original
   d. TGDL, updated
   e. Storm Drainage Report, original
   f. Storm Drainage Report, revised
   g. Water and Sewer Flow Calculations
   h. Preliminary Design Profiles
8. Shoreline/Critical Areas Checklist
9. MDNS and SEPA Checklist
10. Request for Agency Comments, including:
    a.i May 2023 Request for Agency Comments
    a.ii Request for More Information
    a.iii Applicant Response
    b.i September 2023 Request for Agency Comments
    b.ii Request for More Information
    b.iii Applicant Response
    c.i November 2023 Request for Agency Comments
    c.ii Request for More Information
    c.iii Applicant Response
    d.i December 2023 Request for Agency Comments
    d.ii Technically Complete Letter
11. Notice of Application, SEPA and Public Hearing documents, including:
    a. Sign positing and Mailing Instructions

b. Notice of Application Letter, revised email address
c. Newspaper Notice
d. Notice of Application Letter with updated map with correct application date
e. Newspaper Notice Affidavit – February 8, 2024
f. Newspaper Notice Affidavit – February 15, 2024
g. Affidavits of Posting and Mailing
h. Email Notice to Neighborhood Council

12. Public Comments
13. Community Meeting No. 1 Documents, including:
    a. Notification Map Application
    b.i Notice of Community Meeting Sign
    b.ii Notification Map
    b.iii Preliminary Plat Parcels
    c. Notice of Community Meeting
    d. Meeting Summary and Registration Report
    e. Meeting Chat
    f. Mailing and Posting Affidavits
    g. Public Comment
14. Community Meeting No. 2 Documents, including:
    a. Mailing Radius and Mailing List
    b Community Meeting Notice
    c. Meeting Summary and Attendance List
    d. Meeting Chat
    e. Community Meeting Communications to Applicant
    f. Mailing and Posting Affidavits
15. Community Meeting No. 3 Documents, including:
    a.i Notification Map Application
    a.ii Notice of Community Meeting Sign
    a.iii Notification Map
    a.iv Preliminary Plat Parcels
    a.v Notice of Community Meeting Letter
    b. Community Meeting No. 3 Mailer
    c. Meeting Summary and Attendance List
    d. Meeting Chat
    e. Community Meeting Communications to Applicant
    f. Mailing and Posting Affidavits
16. Pre-Development Conference Final Comments
17. Staff Presentation
18. Applicant Hearing Materials, including:
    a. Presentation
    b. Letter to Hearing Examiner
19. Applicant Supplemental Information
20. Adam Marshall Exhibits
21. Washington State Department of Transportation (WSDOT) SEPA Condition – addressing when condition will be met
22. Link to Spokane Regional Transportation Council (SRTC) US-195 Final Study

IV. DISCUSSION

This proposal meets all of the applicable code requirements, including those calling for concurrency analysis and mitigation. Significant concurrency and mitigation conditions are being imposed on this proposal, much of which were staunchly negotiated by the city and other agencies. Yet, given the reasonable objections and trepidations raised by members of the public, some general discussion on some of these topics is warranted. Beyond the application of all specific code requirements addressed in the following sections, some further discussion on wildfires and concurrency will be more generally discussed here.

First is the issue of wildfire danger and emergency access/egress. Despite legitimate and well-founded fears of wildfire, such trepidations are not a valid legal basis for denial of this specific project based on the record. Simply put, there is still ample opportunity for egress from this area in the case of wildfire, and this development will likely increase options for escape in the case of a quickly approaching wildfire. First and foremost, will be the completion of 21st Avenue, which will provide more direct access to the Garden Springs/Sunset route for those inhabiting the southeasterly portions of the connected neighborhoods. Second is the addition of the fire access point that will be added to the southeast corner of this development. This will add an additional option for egress to the south and southwest, which could be used by members of the public not residing in this future subdivision. And finally, this area will still have access to US-195 at 16th Avenue. While current plans exist to remove the access to northbound US-195 at 16th Avenue, there will still be an opportunity to head south on US-195. In an extreme emergency, where southbound travel on US-195 would be ill-advised, it seems reasonable to assume that persons fleeing in this direction will still be able to access US-195 north by crossing the median at or near 16th Avenue (if this crossing is obliterated or blocked, there is a median break approximated 1/3 of a mile south of 16th Avenue). Or, possibly an emergency response that closes the southbound US-195 exit from I-90 that could be used as additional emergency egress. Still, there is nothing I found in the record that would make me conclude that this particular subdivision will substantially increase the risk of death or harm from wildfire to existing residents in the area.

Similarly, we have the associated issues raised relating to the so-called Wildland-Urban Interface (WUI, or WA-WUI) and associated requirements. Issues with the possible application of these code provisions were raised by interested residents, but other issues were also raised by the Applicant as to recent changes to the state's mapping and application of these code provisions throughout the state that may significantly call into question their use and applicability. An exhaustive analysis of these issues will not be a part of this decision. The WUI provides requirements implemented into the Washington State Building Code by and through the Washington State Building Code Council. This legislative scheme is designed to impose increased requirements on building materials and related methods of construction to address a potential increase in the possibility of wildfire in these areas. But, as stated in the WUI Story Map, "the Wildland-Urban Interface, or WUI, is not the same as wildfire risk. As such, the Wildland-Urban Interface map can be used as a TOOL to help define wildfire risk, but it cannot be THE TOOLKIT." *See https://storymaps.arcgis.com/stories/7016c437623a445997c072a05e26afbb.*

The designation of land as some level of WUI (Urban, Interface, Intermix, Wildlands, and Long-Term Nonbuildable Areas) is not a specific part of the land use development analysis. In short, these are building code requirements and are not under the purview of analysis for subdivision. *See also Washington Administrative Code (WAC)*

51-55-0400.402.1 (“Subdivisions. Subdivisions shall comply with locally adopted standards.”). It is uncertain whether and how these codes may apply to this subdivision once the Applicant submits applications for building permits, but such is not within the scope of the requests before us. However, insofar as it does relate to fire danger, the Applicant is being required to provide fire access through the southeastern corner of the property and will also be required to improve access to the property by upgrading either 26th or 27th Avenues to the standards required for fire truck access. Within the limited scope of how WA-WUI may apply, the Applicant is complying with these requirements by making this necessary road upgrade that will ensure that emergency vehicles have adequate access to the site from multiple directions. The commenting citizens are right to be concerned about the risk of wildfire, but it appears from the record that appropriate improvements and mitigation measures will be completed.

Lastly is the thornier topic of concurrency. As a starting point, there is a foundational question about whether a city is, or should be, growing. Many municipalities across this country face the dire circumstances and implications of decreasing population and loss of industry. The problems associated with this situation are far more difficult to address or arrest. Alternatively, municipalities face the challenges of addressing growth and development. Spokane and the surrounding areas appear to be growing. A growing municipality brings its own slew of problems and considerations that must be addressed through concurrency.

Concurrency, and associate schema, are an attempt to solve what is inherently an unsolvable problem. That is, there are two competing imperatives that must be balanced in order to prevent the unsustainable consequences of favoring either interest. On the one hand, we have current residents and users of public infrastructure. New developments put additional strain on these shared utilities and facilities, and necessary upgrades or improvements will need to be funded by local jurisdictions and their taxpayers. This is the exact reason why impact fees, concurrency analysis, and other mitigation measures exist.

But on the other hand, the growing Spokane area does have a need for continued development, especially housing. An onerous and financially burdensome imposition of impact fees or other expenditures required by concurrency codes can place an undue burden on wanted and needed development. An over-imposition could work to limit or practically prohibit new development. Such a situation could also impede growth by preventing necessary development, exacerbating existing negative trends such as housing costs and the ongoing housing shortage Spokane is working diligently to overcome. Without a full recitation of how and why we got to this point, whether locally, nationally, or internationally, it must be accepted as fact or operative assumption that Spokane needs more housing, and we need it yesterday. Therefore, the imperatives associated with requiring new development to pay for the anticipated effects on the shared utilities and facilities must be delicately applied.

As a specific and explicit example in this case, impact fees have been imposed on this development. State laws and a slew of court decisions have significantly narrowed the ability of municipalities to impose and use impact fees for new development. *See, e.g. Revised Code of Washington (RCW) 82.02.050-110; WAC 365-196-850; RCW 39.92*. Impact fees cannot be used to correct existing deficiencies, cannot exceed a proportionate share of the cost of system improvements, and municipalities must have additional sources of funding so as to not rely wholly on impact fees to fund system improvements. *Id*. Other specific and significant restraints apply, including a requirement for specific

identification within the capital facilities element of the comprehensive plan. All this is to say that the imposition of any impact fees requires a substantial effort to create and implement in the first place. Fortunately, the City of Spokane has already undertaken this sizable work to be able to impose the reasonable impact fees that are being assessed to this development. The Applicant will be required to pay transportation impact fees associated with the South Service Area at a rate of $1,256.58 per single family residence, totaling roughly $250,000.00 as currently proposed.

While evaluation of concurrency may seem lacking from the public's perspective, improvements to the process must be implemented at the legislative level, not before this tribunal. An examination of the extensive record in this case shows that the proposal meets the concurrency requirements as they currently exist. Four rounds of agency comments were initiated by the City. Many other communications and negotiations occurred. The result of this lengthy process are the conditions of approval. Besides the impact fees, the Applicant will be required to make other significant improvements, such as the fire access road improvements in the county, and be bound by other stipulations such as the carefully tailored condition regarding the 16th Avenue/US-195 intersection.

While residents and commenters on this proposal have expressed well-founded fears, they were unable to present superior options, recommendations, or conditions to improve the development or ameliorate reasonably expected negative effects beyond those already identified and addressed. Denying this application based on the evidence presented is not justifiable. Further traffic analysis is not warranted, nor have commenters offered their own evidence that weighs as heavily as the Applicant's traffic engineer or the City's traffic engineer. This is also true with regards to other areas of concurrency analysis.

The Applicant, the City, and the WSDOT (among others) went through an exhaustive process to make just such determinations. Such are the conditions of approval, assessed impact fees, and other stipulations that have already, and will still yet, impose great expense and obligations on the Applicant.

V. FINDINGS AND CONCLUSIONS

There are three separate permit applications within this proposal. These are a Wetland Modification Type III CUP, a PUD, and a Long Plat. They will be addressed in this order. The Hearing Examiner has reviewed the application and the evidence of record with regard to the application and makes the following findings and conclusions:

A. Wetland CUP – Decision Criteria SMC 17C.320.080; SMC 17G.061.310 (formerly 17G.060.170)

1) The proposal is allowed under the provisions of the land use codes. SMC 17G.060.170(C)(1).

SMC 17E.070 provides the standards related to wetlands and development with and around designated wetlands. Regulated activities listed under SMC 17E.070.040(A) include, but are not limited to: removal, excavation, grading or dredging of soil, sand, gravel; dumping, discharging, or filling with any material; draining, flooding, or disturbing of the water level or water table; construction, reconstruction, demolition, or expansion of any structure; removal, cutting, clearing, harvesting, shading or intentional burning of any

vegetation, including removal of snags or dead or downed woody material, or planting of nonnative vegetation that would degrade the wetland, provided that these activities are not part of a forest practice governed under chapter 76.09 RCW and its rules; activities that restrict, increase or otherwise measurably alter the hydrology, water quality or limnology of the wetland; and construction or installation of streets or utilities. *See* Staff Report, p.6.

The applicant has applied for this permit in accordance with SMC 17E.070.080 – Application Submittal Requirements – including: a wetlands report, wetland critical area addendum, topographic survey, site plan information, and technical reports including a proposed wetland mitigation plan/map. *Id.* Additionally, the wetland modification was evaluated by the WSDOE, and conditions were placed as part of administrative order 22442 pursuant to RCW 90.48.120 and WAC 173-201A. *Id; see also* Exhibit 5a.

Three existing wetlands were identified in the Towey 2022 report. *Id; see also* Exhibit 5c. The three wetlands were rated as Category III wetlands with a habitat score of 5 and a standard buffer of 150 feet per the City of Spokane regulations. *Id.* Category III wetlands generally have been disturbed in some ways, and are often smaller, less diverse, and/or more isolated from other natural resources in the landscape than Category II wetlands and may not need as much protection as Category I and II Wetlands. *Id.*

A joint agency meeting was held on June 16, 2023, with WSDOE and the project team, including Towey Ecological Services, at the project site. *Id.* The wetland delineations were reviewed, and agency members agreed that the wetland boundaries were accurate; however, a critical area addendum (*See* Exhibit 5b) was prepared to address comments from WSDOE and supplement the information provided in the 2022 Wetland Assessment and Wetland Mitigation Plan report prepared by Towey Ecological Services (*See* Exhibit 5c). *See* Staff Report, p.6. In particular, the addendum addresses the accuracy of hand drawn sketches to determine wetland ratings in the 2022 report. *Id.* The addendum includes a more accurate assessment via a mapping exercise determined that the previous rating overestimated several important values. *Id.*

The 2022 evaluation land use intensity calculation did not accurately separate moderate and low intensity areas from relatively undisturbed habitats. *Id.* The wetland critical areas addendum provides updated land use calculations. *Id.* The wetland ratings were reevaluated and determined to be more accurately reflected as Category IV wetlands with a Habitat Score of 4 and a standard buffer of 50 feet (*see* Section 17E.070.110 Wetland Buffers). *Id.*

Direct impacts are identified to Wetland C. Wetland C is proposed to be filled in its entirety, a total of 19,424 sq. ft (0.45 acre) of wetland fill to a Category III wetland, to accommodate the proposed project footprint. *See* Staff Report, p. 7. No direct impacts are proposed to Wetlands A and B per the wetland critical area addendum. *Id.*

Given the poor condition of Wetland C and the low habitat function provided by this wetland, based on the assessment by Towey Ecological Services, it was determined by those with expertise in wetlands that the best path forward was to include all of Wetland C as direct impacts and mitigate accordingly. *Id.*

Any action taken pursuant to SMC Chapter 17E.070 shall result in equivalent or greater functions and values of the critical areas associated with the proposed action, as determined by the best available science. *Id.* All actions and developments shall be

designed and constructed in accordance with mitigation sequencing to avoid, minimize, and restore all adverse impacts before restoration, and compensation of impacts will be allowed. *Id.* No activity or use shall be allowed that results in a net loss of the functions or values of critical areas. *Id.*

Mitigation for the Wetland C impacts is proposed onsite and in-kind, consistent with the City regulations that prioritizes onsite/in-kind over offsite options. *Id.* The 2022 Towey report outlines the gains to be had through the proposed mitigation plan through the wetland creation at a 2:1 ratio, supplemental plantings to the existing wetlands to remain, as well as supplemental plantings to the wetland buffer. *Id.*

A 50-foot standard buffer will be extended around the created wetland so that the entire wetland complex of Wetlands A and B, with the new wetland area, will be properly buffered. *Id.*

No change in cowardin classification will result. *Id.* Treated stormwater from the development will be used to supplement wetland hydrology beyond the existing condition. *Id.*

The mitigation components for this project include wetland creation, wetland enhancement, and buffer enhancement:

- Wetland Creation 38,716 sq. ft. (0.89 acre),
- Wetland Enhancement 13,991 sq. ft. (0.32 acre), and
- Wetland Buffer Enhancement 58,799 sq. ft. (1.35 acres).

Id.

As noted above, mitigation to compensate for the Wetland C fill is provided at a 2:1 replacement ratio, consistent with City requirements per SMC 17E.070.130.C.2, for a total 38,839 sq. ft. of wetland creation proposed to be located between Wetlands A and B. *Id*.

In addition to the area of wetland creation, Wetlands A and B will be enhanced in situ with supplemental plantings of native plants. *Id.* No change to the mitigation plantings previously provided (as prepared by Whipple Consulting) are proposed with the wetland critical areas addendum. *Id.*

Buildings and other accessory structures shall be set back a distance of ten feet from the edges of all delineated critical area buffers protecting fish and wildlife habitat conservation and wetland protection areas. *Id.* The following uses may be allowed in the structural setback area:

1. Landscaping;
2. Uncovered decks;
3. Roof eaves and overhangs, maximum of twenty-four inches;
4. Pervious unroofed stairways and steps; and
5. Impervious ground surfaces, such as driveways and patios.

See Staff Report, pp. 7-8.

The Hearing Examiner concludes that the proposal, as conditioned, is allowed under the provisions of the land use codes. Therefore, this criterion for approval is satisfied.

2) *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

SMC Chapter 17E.070 Wetlands Protection is based on and implements the CP. *See* Staff Report, p. 8. The purpose of the standards is to protect the public health, safety, and welfare by preserving, protecting, and restoring wetlands through the regulation of development and other activities within wetlands and their buffers. *Id.*

At time of application submittal, the property was designated Residential 4-10 on the CP Land Use Plan Map. *Id.* The site will be developed with single family homes. *Id.* Subject to the conditions contained in this decision and development of the site in compliance with the requirements of the SMC, the proposal is consistent with the CP.

The project is consistent with several other goals and policies of the CP, as discussed in the Staff Report. *See* Staff Report, pp. 8 & 15-17. The Hearing Examiner agrees and, therefore, concludes that this criterion is satisfied.

3) *The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).*

There are no concurrency requirements associated with the CUP application; however, concurrency has been addressed as part of criteria for the proposed PUD and Long Plat applications. *See* Staff Report, p. 8.

The Hearing Examiner agrees and finds this criterion is satisfied.

4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

Per SMC 17E.070.030, the applicant must perform a field investigation by a qualified professional Wetland Scientist to determine the Wetland Boundary, which determines the associated buffers. The applicant's biologist performed a wetland delineation report which is included as part of the record. *See* Exhibit 5c. Additionally, an addendum to the wetland critical areas report was also submitted for review and was based on more accurate methods for determining wetland ratings. *See* Staff Report, p. 8; *see also* Exhibit 5b.

In consultation with the WSDOE, the wetland evaluation was updated to reflect the current regulations and proper functional rating. As noted above, WSDOE issued an administrative order (22442) that includes conditions that are required to be met pursuant to RCW 90.48.120 and WAC 173-201A. *See* Exhibit 5a.

The Hearing Examiner concludes that the property is suitable for the proposed use, given its physical characteristics, and as this is more directly addressed in the accompanying PUD and Long Play applications. As a result, this criterion is satisfied.

5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to*

avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).

The record in this case supports the conclusion that no significant environmental impacts will arise from this project, despite the presence of wetlands.

SMC17E.070.130 provides standards for wetland mitigation in order to offset the impacts resulting from proposed activities such as those involved in this application. According to this section of the SMC, wetland mitigation "means the use of any or all of the following action listed in descending order of preference (mitigation sequencing):

1. Avoiding the impact altogether by not taking a certain action or parts of an action.
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
3. Rectifying the impact by repairing, rehabilitating or restoring the affected environment.
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
5. Compensating for the impact by replacing, enhancing or providing substitute resources or environments; or
6. Monitoring the impact and the compensation project and taking appropriate corrective measures. Mitigation may include a combination of the above measures."

This application includes a wetland mitigation plan and outlines mitigation measures to provide wetland creation, wetland enhancement, and wetland buffer enhancement. *See* Staff Report, p. 9. As noted above, mitigation to compensate for the Wetland C fill is provided at a 2:1 replacement ratio, consistent with City requirements per SMC 17E.070.130.C.2, for a total 38,839 sq. ft. of wetland creation proposed to be located between Wetlands A and B. *Id.*

All plantings will only be native species typical for the region that have been site located based on that species tolerances for light, water, and soil type. *Id*. A variety of tree, shrub, and herbaceous species have been chosen with the intent to provide structural and species diversity within the mitigation area. *Id.* Once construction is approved, a qualified wetland ecologist shall conduct a post-construction assessment. *Id.* The City and WSDOE will be notified when the mitigation plan has been fully installed and is ready for a final site inspection and subsequent final approval. *Id.* Once final approval is obtained in writing, and "as-built" plans are approved, the monitoring period will begin. *Id.*

Regular maintenance reviews will be performed and will be performed by a qualified biologist or ecologist and completed each year for five years. *See* Staff Report, p. 10. The mitigation areas will be protected post-construction through installation of critical areas fencing around the perimeter of the critical areas to deter human entry into the mitigation site, as well as through identification of the mitigation area in a separate tract for the City. *Id.* A deed restriction, or similar device, will be recorded with the City to clearly identify the mitigation site in perpetuity. *Id.*

An Environmental Checklist and other supporting documents and studies were routed and reviewed by the City of Spokane. *Id.* Applicable findings and recommendations are incorporated into the conditions of approval for this proposal. *Id.* Any development of the parcels referenced above will be reviewed by the Spokane Development Services Department during the specific permit review process to ensure adherence to all required development standards and conditions of approval associated with this Type III Wetland Modification CUP/PUD/Plat application. *Id.* These standards include, but are not limited to, land use standards (setbacks, landscaping, screening, and design), engineering standards, utility standards, and building/fire codes, environmental codes, etc. *Id.*

This site is located within the Critical Aquifer Recharge Zone (moderate) and must comply with SMC Chapter 17E.010 Critical Aquifer Recharge Areas-Aquifer Protection. *Id.*

The site includes some limited steep slopes areas; however, the project parcels are not shown on maps related to erodible soils or hazardous geology. *Id.* A geotechnical report was provided as part of the application material and the report includes recommendations. *Id; see also* Exhibits 7.a. and 7.b. As per the geohazard report by Budinger and Associates dated December 12, 2022, while geologic hazard conditions are present within the proposed development, Budinger concluded that the project is feasible because these conditions can be managed through proper design, construction, and verification. *See* Staff Report, p. 10. For land subject to the geologically hazardous zone code, development is regulated under SMC Chapter 17E.040. *Id.* The city's geohazard codes will continue to be reviewed or compliance throughout the development process as applicable. *Id.*

A Cultural Resource Survey was completed, and existing structures were evaluated via a Historic Property Inventory (HPI) by the Washington State Department of Archeology and Historic Preservation (WSDAHP) and Spokane Tribe of Indians to confirm any historic value to the structures. *Id.* The required HPI was completed and submitted to WSDAHP and Spokane Tribe of Indians for their review. *Id.* Both the Spokane Tribe and WSDAHP concurred that no historic structures are affected by the proposal. WSDAHP did not recommend further archaeological supervision of the project. *Id.* However, both WSDAHP and Spokane Tribe of Indians requested that an Inadvertent Discovery Plan (IDP) be implemented into the scope of work prior to any ground disturbing activities. This request has been added to the conditions of approval. *Id.*

An MDNS was issued for this entire proposal. It was not appealed.

Subject to the conditions contained in this decision, the Hearing Examiner concludes that the proposal will not have a significant adverse impact on the environment or the surrounding properties and, therefore, this criterion for approval has been satisfied.

B. Planned Unit Development (PUD) and Plans-in-Lieu – Decision Criteria SMC 17G.061.310 subsections C and D4 (formerly 17G.060.170 subsections C and D4).

1) The proposal is allowed under the provisions of the land use codes. SMC 17G.060.170(C)(1).

A PUD allows an applicant to ask for flexibility in the Development Standards for the base zoning district, per SMC 17G.070.030. *See* Staff Report p. 11. The minimum lot size, lot depth, lot width, lot coverage and the FAR are all standards that may be modified through a PUD. *Id.* All requests, agreements, and imposed conditions are allowed under the provisions of the land use codes.

Upon review, the Hearing Examiner agrees with the extensive analysis of this criterion contained in the Staff Report. *See* Staff Report pp. 11-14. The proposal is permitted in accordance with the land use regulations in place at the time of submittal; therefore, the Hearing Examiner finds this criterion satisfied.

2) The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).

The proposal to create a 34.93-acre PUD/Plat with common open space for the construction of new single-family homes is consistent with multiple goals and policies from several chapters of the CP, as discussed in the Staff Report. *See* Staff Report, pp. 15-17. The Hearing Examiner agrees and, therefore, concludes that this criterion is satisfied.

3) The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).

Pursuant to SMC Chapter 17D.010.020, all facility and service providers are responsible for maintaining and monitoring their available and planned capacity. The application was circulated beginning May 5, 2023, and the fourth and final Agency Comment period (specific to WSDOT, Integrated Capital Management [ICM], Planning, Engineering, and Fire review of revised materials) was circulated on December 15, 2023. In response, the City received comments from various agencies regarding the project. *See* Staff Report, p. 17. *See also* Exhibit 10. Comments received during each agency review period are included in the file exhibits. *See* Exhibit 10. The conditions suggested by agencies or departments with jurisdiction were incorporated as project conditions. *See* Staff Report, pp. 17-19; *See also* Conditions of Approval. To the extent any deficiencies exist in public infrastructure, those conditions are addressed by the project conditions. *See e.g*. Conditions 6, 7, 24, 36, and 40 (setting forth requirements for transportation, water, and fire department access).

The project will generate new traffic that has an impact on the transportation system. WSDOT and ICM review resulted in SEPA mitigation to address traffic impacts. *See* Staff Report, pp. 17-18.

The application was deemed technically complete on January 26, 2023. *See* Staff Report, p. 17. Conditions of approval include those provided by agencies with jurisdiction. *Id.* No

agency with jurisdiction identified that concurrency could not be met if conditions and/or SEPA mitigation were followed. *Id.*

Upon review of the entire record, including especially the comments and communications from jurisdictional departments and agencies, the Hearing Examiner concludes that, with the proposed conditions, the project meets the concurrency requirements of the SMC and, therefore, satisfies this criterion for approval.

4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The site plan has been reviewed by city staff and jurisdictional agencies for compliance with applicable codes and provided the opportunity to address any site constraints or concerns. *See* Staff Report p. 19. Comments from agencies are included in the report exhibits. *Id. See also* Exhibit 10.

The proposal is for 199 lots (196 lots per most recent plat map) over 34.93 acres of land. The density proposed is within allowed density for the zone. Four agency comment periods were held between May 2023 and December 2023. No agency identified that this site was not suitable for development. *Id.*

The site is sloping, but generally amenable to development. The steepest slopes exceed 30% in grade; however, the majority of the site is between 4 to 10%. *See* Exhibit 9, p. 9 (Environmental Checklist ¶ B(1)(a)). There is no reason to conclude that the soils are unsuitable for development. In addition, the applicant has provided both a geotechnical report (*see* Exhibit 7a) and geohazard evaluation (*see* Exhibit 7b). The noted conditions within these evaluations can be managed through property design, construction, and verification. *See* Staff Report, p. 10. The proposal will use stormwater disposal methods consistent with the Spokane Regional Stormwater Manual (SRSM). *See* Exhibit 9, p. 7 (Environmental Checklist ¶ A(15)(a)(1)). The project is properly conditioned to control the drainage. *See* Condition 35. There are wetlands present on the site. *See* Exhibit 9, p. 11 (Environmental Checklist ¶ B(3)(a)(1)).

A geotechnical report associated with the adjoining property under the same ownership and associated with the Amendment to Westridge Addition (Z23-108FPLT) and a geohazard evaluation for the project site was submitted as part of the application materials and while some challenges exist there are no aspects of the site that would appear the prevent development in this area. *See* Exhibits 7.a. and 7.b.

A Cultural Resource Survey and HPI were completed for the site, and both the WSDAHP and the Spokane Tribe of Indians Tribal Historic Preservation Officer recommended that an IDP be implemented into the scope of work prior for any earth moving activities. This has been added as a condition of approval. *See also* the suitability analysis within the Wetland CUP (Section V.A.(1)&(4)).

There is no indication in the record that the site is unsuitable for the proposed development, so long as the conditions of approval are imposed. As such, the Hearing Examiner finds this criterion for approval is satisfied.

5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

An Environmental Checklist and other supporting documents and studies were routed and reviewed by the City of Spokane. Applicable findings and recommendations are incorporated into the conditions of approval for this proposal. Any development of the parcels referenced above will be reviewed by the Spokane Development Services Department during the specific permit review process to ensure adherence to all required development standards and conditions of approval associated with this Type III Wetland Modification CUP/PUD/Plat application. These standards include, but are not limited to, land use standards (setbacks, landscaping, screening, and design), engineering standards, utility standards, and building/fire codes, environmental codes, etc. *See* Staff Report, p. 20.

There will be some impacts due to construction activity. *See e.g.* Exhibit 4, p. 17 (Environmental Checklist ¶ B(7)(b)(2)-(3) [concerning construction noise]). However, the construction impacts will not result in significant environmental impacts and can be adequately mitigated (e.g. dust control, limited work hours, etc.). Further, the construction activity is temporary. Once the construction project ends, the potential impacts from noise, dust, and emissions from construction vehicles will cease. In addition, the environmental impacts of the completed project are minor.

The project is not anticipated to create any significant noise or light, beyond that associated with normal residential uses. *See* Exhibit 9, p. 17 & 19 (Environmental Checklist ¶ B(7)(b) & B(11)). No waste materials will be discharged into the ground or surface waters. *See* Exhibit 9, pp. 11-13 (Environmental Checklist ¶¶ B(3)(a)(6), B(3)(b)(2) & B(3)(c)(2)). No environmental hazards are anticipated to arise due to this project. *See* Exhibit 9, p. 16 (Environmental Checklist ¶ B(7)(a)).

The Applicant will be required to implement onsite controls for stormwater and surface drainage generated from the development. *See* SMC 17D.060.010 *et seq*. All stormwater will be collected, treated, and discharged in accordance with the SRSM. These requirements have been incorporated into the project conditions. *See* Conditions 26, 28, 30 & 32-35. The Applicant's engineer has prepared a concept drainage report to support the project, and to fulfill the applicable standards. *See* Exhibits 7e and 7f.

There will be additional traffic generated by this development, which is within the purview of an environmental analysis. In this regard, SEPA mitigation also includes the following condition (6a):

> Vehicular traffic from this project is expected to add 5 AM trips and 3 PM trips to the northbound US-195 to eastbound I-90 ramp. WSDOT has commented that no additional peak hour trips may be added to the ramp due to safety concerns. The Beard Addition development is required to complete an improvement to the US-195 corridor that will reduce the impact of its traffic on northbound US-195 to eastbound I-90 ramp ("mitigation project"). Studies of the US-195 corridor have identified the removal of the left and thru movements from Eastbound 16th Avenue at

US-195 as the appropriate mitigation project. This mitigation project was recently confirmed in a December 2021 US-195/I-90 study led by the SRTC in collaboration with WSDOT, the City of Spokane, and other partnering agencies. The Beard Addition development may not finalize any portions of the project until a financial commitment is in place (secured by a letter of credit or bond), which has been approved by the City, providing for the design and construction for the mitigation project, which shall be under contract for construction within one year from the date of project approval. The details of the mitigation project will be agreed upon by the developers, City, and WSDOT.

Per email communications with Gregg Figg from WSDOT on March 13, 2024, this condition is satisfied once construction begins on the 16th Avenue/US-195 turn restriction project. *See* Staff Report, p. 18. Other measures relating to environmental effects, including traffic, sidewalks, and emergency access have been identified and will be incorporated into the conditions of approval.

Various departments and agencies reviewed the proposal and concluded that there were no significant environmental impacts. The City examined the environmental checklist and ultimately issued an MDNS on March 6, 2024. *See* Exhibit 9. The appeal period for the MDNS expired on March 20, 2024. *Id*. The MDNS was not appealed. *Testimony of M. Owen*.

See also the suitability analysis above for additional references to the environmental checklist (Section V.B.4). See also the environmental analysis within the Wetland CUP (Section V.A.5).

Based on the entire record, the Hearing Examiner finds that this development will not have significant adverse impacts on the environment or the surrounding properties, and all identified potentially negative effects will be adequately addressed by the conditions of approval. Therefore, this criterion for approval is satisfied.

6) *Compliance with All Applicable Standards. The proposed development and uses comply with all applicable standards of the title, except where adjustments are being approved as part of the concept plan application, pursuant to the provisions of SMC 17G.070.200(D)(2).*

The applicant has asked for minor modifications to development standards, which is allowed under the PUD process. All applicable development standards related to PUD have been met (17G.070.030). *See* Staff Report, p. 20. *See also* Sections V.A, V.B.1-5, and V.C.

The Hearing Examiner finds that this criterion for approval is satisfied.

7) *Architectural and Site Design. The proposed development demonstrates the use of innovative, aesthetic, and energy-efficient architectural and site design.*

Requirements that PUDs engage with the Design Review Board were removed from the SMC. *See* Staff Report, p. 20. At the time of application submittal 17C.110 also did not include design standards for single-family homes; however, the applicant submitted conceptual drawings of residential units (see preliminary plat map packages building

elevations exhibits). *Id; see also* Exhibit 6. The PUD code includes design standards in the 100 series of section 17G.070. *See* Staff Report, p. 20. Staff has evaluated these standards and has found the application is in compliance with these standards and that the proposal is consistent with the residential codes in place at time of permit submittal. *Id.* The proposed site plan includes a central wetland area that will include walking paths and other amenities that will make this subdivision unique and aesthetically pleasing.

After a review of the record and applicable code sections, the Hearing Examiner agrees with Staff analysis and conclusions. Therefore, this criterion for approval is satisfied.

8) *Transportation System Capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.*

A traffic analysis was included in the application materials for this proposal. Both the original evaluation and revised memo are included in the report for reference. *See* Staff Report, p. 21; *see also* Exhibits 7.c. and 7.d.

WSDOT and ICM also provided comments that are included as mitigation for SEPA and/or conditions of approval. *Id.* WSDOT and ICM Comments/Conditions are included in the conditions of approval for this proposal and SEPA mitigation that has already been described above. *Id.*

This site will be served by 21st Avenue and includes development of additional public streets to serve the development. *Id.* Infrastructure plans for water, sewer, street, and stormwater improvements have been approved for the construction of 21st Avenue between Grandview Road and H Street in association with the Alteration to Westridge Plat. *Id.* The Beard Addition plat is dependent on these 21st Avenue improvements. *Id.* Infrastructure plans were approved under City Project Numbers 2022554-2022557. *Id.* If 21st Avenue is not improved via the Alteration to Westridge Plat, these same improvements (Project numbers 2022554-2022557) must be built via the Beard Addition Plat. *Id.*

Additionally, the following comments from City of Spokane Fire are included as conditions of approval for this application to address fire access requirements required under the adopted fire code:

- An additional access at the southeast corner of the property as represented in the Spokane County Memo dated January 2, 2024 (included in Exhibit 10.d. as an agency comment during the 4th Agency Review).
- Full width paving along 25th between proposed Snowcrest and Cumberland Streets. Should the County be opposed to this solution, a minimum of 20’ clear width paved access along 25th with “No Parking” posted every 50’ on both sides of the paved area.

Id. See also the concurrency and environmental analysis above.

Based on a review of the record, the Hearing Examiner concludes that there is ample transportation system capacity, and that mitigation measures and conditions of approval will adequately minimize negative effects. As such, this criterion for approval is satisfied.

9) *Availability of Public Services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and stormwater disposal to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.*

This criterion is essentially a portion of the concurrency analysis. Pursuant to SMC Chapter 17D.010.020, all facility and service providers are responsible for maintaining and monitoring their available and planned capacity. *See* Staff Report, p. 21. The application was circulated beginning May 5, 2023, and the fourth and final Agency Comment period (specific to WSDOT, ICM, Planning, Engineering, and Fire review of revised materials) was circulated on December 15, 2023. Comments received during each agency review period are included in the file exhibits. *See* Staff Report, p. 21-22.

During agency review, agencies with jurisdiction have the opportunity and responsibility to address any concerns related to concurrency including an evaluation of transportation, public water, fire protection, police projection, parks and recreation, public library, solid waste disposal & recycling, and public wastewater (sewer and stormwater). *See* Staff Report, p. 22. As noted above four requests for agency comment were distributed between May and December 2023. *Id.* The application was deemed technically complete on January 26, 2023. *Id.* Conditions of approval include those provided by agencies with jurisdiction. *Id.* No agency with jurisdiction identified that concurrency could not be met if conditions and/or SEPA mitigation were followed. *Id.*

This plat will need to be incorporated into the SIA Water Pressure Zone. *See* Staff Report, pp. 18-19. However, current water demands in this pressure zone are challenging the City's ability to supply water in accordance with engineering standards and regulations for fire flow. *Id.* Thus, until an analysis of the City's water system in the West Plains Area is complete and needed improvements to the water system have been identified and addressed, all new connections to the water system must wait until the new SIA#3 Water Storage Tank, currently under construction, is complete and operational. *Id.* The tank is anticipated to be operational by the end of 2024. *Id.* Connection to the water system may be allowed sooner, depending on conclusions from the water analysis and based on the amount of water requested and timing of the proposed development. *Id.*

Connecting this plat into the SIA Water Pressure Zone is a concept that has been discussed by City Staff and the developer. *Id.* To implement this concept, the developer will be required to do the following:

> Install a closed valve into the existing 12-inch water main in Garden Springs Road just south of where Grandview Road's water main connects into Garden Springs Road. From this valve, a new 12-inch water main must be installed in Grandview Road, east to the intersection of 21st Avenue and Grandview Road. At this intersection, a new Pressure Reducing Valve (PRV) assembly, connecting the two 12-inch mains, will need to be installed. This is where a new 8-inch water main from 21st Avenue will connect. Because the existing 12-inch water main in Garden Springs Road from Abbott Road to Grandview Road will be converted from the Highland Pressure Zone to the SIA Pressure Zone, PRVs will need to be installed on any water services to existing houses not having one in the converted pressure zone. Valves at each end of the water mains in the pressure zone conversion will need to be adjusted (opened/closed) to complete the conversion.

See Staff Report, pp. 18-19*. See also* the concurrency and environmental analysis above.

Based on a review of the record, the Hearing Examiner concludes that there is sufficient capacity for public services, and/or that the mitigation measures and conditions of approval will make is so that adequate capacity is available by project completion. As such, this criterion for approval is satisfied.

10) *Protection of Designated Resources. City-designated resources such as historic landmarks, view sheds, street trees, urban forests, critical areas, or agricultural lands are protected in compliance with the standards in this and other titles of the Spokane Municipal Code.*

The proposal includes modification to existing wetland under this combined application. *See* Staff Report, p. 22. Please refer to the wetland modification CUP criteria discussion above (Section V.A.). The wetlands are being adequately addressed, and the WSDOE has signed off on the proposal.

As part of the project application submittal, a preliminary landscape plan was provided for public street trees. Street trees are required and will be placed in the plant strip between the curb and separated sidewalk. *Id.*

Existing structures located on the site are slated for demolition (separate permits required). *Id.* Existing structures were evaluated via an HPI by the WSDAHP and Spokane Tribe of Indians to confirm any historic value to the structures. *Id.* The required HPI was completed and submitted to WSDAHP and Spokane Tribe of Indians for their review. *Id.* Both the Spokane Tribe and WSDAHP concurred that no historic structures are affected by the proposal. *Id.*

The project is located in the Critical Aquifer Recharge Area (moderate). *Id.* The Director of Engineering Services or designee administers this section of code as per SMC 17A.010.070 – Delegation of Administration. *Id.* Development Services Engineering staff were included in this project review. *Id.* Engineering Department comments are included for reference and conditions associated with their review included in the conditions of approval for this combined application. *Id.*

Resources are protected in compliance with the standards in applicable zoning codes and other titles of the SMC. *Id.* Compliance with applicable codes will continue throughout the final PUD/Plat process as well as construction and development of the project site. *Id.*

Based on a review of the record, the Hearing Examiner concludes that City-designated resources are protected in compliance with the SMC. As such, this criterion for approval is satisfied.

11) *Compatibility of Adjacent Uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned unit development and adjacent uses. There shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features, or other techniques.*

The proposed development for single-family residential development is consistent with surrounding uses that are generally residential in nature. *See* Staff Report, p. 23. The proposal utilizes and adds to the existing platted public street network and a street tree plan will be implemented as development occurs. *Id*.

There is no proposed reconfiguration of uses as part of this proposal in the R1 zone (formally RSF). *Id.* The PUD code also requires that standard front and rear yard setbacks within 80 feet of the project boundary be retained providing additional consistency with the adjoining residential neighborhood directly to the east of the subject site. *Id.*

Compliance with parking associated with residential development will be reviewed at time of building permit – there is no proposal for shared parking facilities with this proposal. *Id.*

With regards to density, it should be noted that under current and soon to be implemented state and local laws, a much greater density of houses and/or housing units would be allowed here (assuming other considerations could be satisfied). The proposed density is still considered "low intensity." *See* SMC 17C.111.

Based on a review of the record, the Hearing Examiner concludes that the concept plan limits conflicts between the PUD and adjacent uses and that the reconfiguration as proposed is consistent with the applicable development standards that are designed to ensure compatibility with surrounding uses. As such, this criterion for approval is satisfied.

12) *Mitigation of Off-site Impacts. All potential off-site impacts including litter, noise, shading, glare, and traffic will be identified and mitigated to the extent practicable*.

The proposed residential development is unlikely to have material, off-site impacts. *See* Staff Report, p. 23. The construction work will have some impact, but those impacts are temporary. *Id.* The City does have adopted quiet hours applicable to construction activities. *Id.* Once the project is completed, the likely impacts of residential uses are relatively small. *Id.* The project will not be a significant source of noise, light/glare, litter, etc. *Id.* The risks of such impacts will be offset during building permit review, which will consider matters such as refuse disposal and on-site lighting. *Id.*

The Hearing Examiner agrees with the Staff analysis. Based on a review of the record, the Hearing Examiner concludes that all potential off-site impacts will be identified and mitigated to the extent practicable. As such, this criterion for approval is satisfied.

C. LONG PLAT – DECISION CRIATERIA SMC 17G.061.310 SUBSECTION C AND 17G.080.025 (FORMERLY 17G.060.170 SUBSECTIONS C AND D5)

1) The proposal is allowed under the provisions of the land use codes. SMC 17G.060.170(C)(1).

The proposal is for 199 buildable lots (196 lots per most recent plat map) for residential single-family development along with open space and walking trails and stormwater retention on roughly 35 acres of land. the proposed use is allowed outright in the R1 zone (formally RSF). *See* Staff Report, p. 23.

Consistent with the codes in plat of application submittal, SMC 17C.110.030 Characteristics of Residential Zones, described the RSF zone as a low-density single-family residential zone. *Id.* It allowed a minimum of four and a maximum of ten dwelling units per acre. *Id.* One- and two-story buildings characterize the allowed housing. *Id.* The major type of new development will be attached and detached single-family residences. *Id.* In appropriate areas, more compact development patterns are permitted. *Id.* The RSF zone is applied to areas that are designated Residential 4-10 on the land use plan map of the CP. *Id.*

The application is requesting modification to the maximum FAR, lot coverage, setbacks (front and rear yard setback) and driveway coverage limits under the PUD application process. *Id.* These requested modifications are addressed in the discussion of PUD criteria above. *Id.* Additionally, modification to the maximum size of curb cut/approach will be addresses by engineering under a separate variance process. *Id.*

Given the foregoing and the discussion under Section V.B., the Hearing Examiner finds this criterion met.

2) *The proposal is consistent with the comprehensive plan designation and goals, objectives and policies for the property. SMC 17G.060.170(C)(2).*

The CP includes multiple goals, objectives, and policies that are relevant to the proposal. Examples of applicable CP goals, objectives and policies, were included in the PUD criteria evaluation found in Section V.B.

The CP designates the subject property as “Residential Low” (formerly Residential 4-10 at time of permit application submittal), which allows detached and attached single-family residences at a minimum of four units and a maximum of ten units per acre. *Id.*

The Hearing Examiner agrees that the proposal meets the land use designation minimum development requirements and, therefore, this criterion is satisfied.

3) *The proposal meets the concurrency requirements of chapter 17D.010 SMC. (SMC 17G.060.170(C)(3)).*

As discussed in the PUD criteria evaluation (Section V.B), all facility and service providers are responsible for maintaining and monitoring their available and planned capacity (SMC Chapter 17D.010.020). During agency review, agencies with jurisdiction had the opportunity and responsibility to address any concerns related to concurrency including an evaluation of transportation, public water, fire protection, police projection, parks and recreation, public library, solid waste disposal & recycling, and public wastewater (sewer and stormwater). *Id.* As noted previously, four requests for agency comment were distributed between May 2023 and December 2023. *Id.* The application was deemed technically complete on January 26, 2024. *Id.* Conditions of approval include those provided by agencies with jurisdiction. *Id.*

No agency with jurisdiction identified that concurrency could not be met if conditions and/or SEPA mitigation were followed. *See* Staff Report, p. 25. WSDOT and IDP reviews resulted in SEPA mitigation to address traffic impacts. *Id.*

SEPA mitigation is described in Section V.B. and the Hearing Examiner finds this criterion satisfied.

4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic, or cultural features. SMC 17G.060.170(C)(4).*

This site has been reviewed or compliance with applicable codes and agencies had the opportunity to address any site constraints or concerns. *Id.* The PUD criteria evaluation in Section V.B. address these requirements; therefore, the Hearing Examiner finds this criterion satisfied.

5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary, conditions can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. SMC 17G.060.170(C)(5).*

The PUD criteria evaluation in Section V.B. address these requirements; therefore, the Hearing Examiner finds this criterion satisfied.

6) *The proposed subdivision makes appropriate (in terms of capacity and concurrence) provisions for:*

   a. *public health, safety and welfare:*
   The City of Spokane Fire and Police Departments, in addition to other emergency service-related departments and agencies, were given the opportunity to review this proposal and provided comments. *Id.* No comments were received indicating that public health safety and welfare could not be met. *Id.*

   Comments from City of Spokane Fire are included as conditions of approval for this application to address fire access requirements required under the adopted fire code. *See* Conditions 40a & 40b. In addition, comments from Spokane Emergency Communications were received related to road naming. *See* Staff Report, p. 26. Any issues with road naming will be addressed prior to final plat. *Id; see also* Condition 12.

   b. *open spaces:*

   The applicant is providing open space in excess of that required under the PUD code. *Id.* This is in addition to private open space found on individual lots. *Id.* Each lot has building coverage limitations, which allows for private open space on each parcel. *Id.*

   c. *drainage ways:*

   All stormwater and surface drainage generated onsite shall be disposed of on-site in accordance with SMC 17D.060 “Stormwater Facilities,” the SRSM Special Drainage Districts, City Design Standards, and, per the Project Engineer’s

recommendations, based on the drainage plan accepted for the final plat. *Id.* Predevelopment flow of any off-site runoff passing through the plat shall not be increased (rate or volume) or concentrated due to development of the plat, based on a 50-year design storm. *Id.* An escape route for a 100-year design storm must be provided.

d. streets, roads, alleys, and other public ways:

Public streets, including paving, curb, separated sidewalk, signs, storm drainage structures/facilities, and swales/planting strips necessary to serve the proposed plat, shall be designed and constructed in accordance with City standards. *Id.* The SEPA mitigation associated with this development includes mitigation associated with the US-195 corridor and the construction of sidewalk on the south side of Grandview Avenue from Garden Springs Road to 21st Avenue to provide a walking route for students to reach the school bus route on Garden Springs Road. *Id.* 21st Avenue must be fully constructed and open to traffic between Grandview Avenue, and the existing endpoint of 21st Avenue prior to issuance of any building permits within the PUD. *Id.* This is in addition to fire access improvements described above to address fire access requirements. *Id.*

e. transit stops:

As per comments provided by the Spokane Transit Authority (STA), STA currently does not provide fixed route transit service to the project site. *Id.* While there are no current plans for fixed route service to the project area, Grandview Avenue at Garden Springs Road may be a candidate for bus service in the future. *Id.* STA will need to work with the individual property owners to address any requests by STA related to future fixed-route service as your public transit planning for this area progresses. *See* Staff Report, pp. 26-27.

f. potable water supplies:

This plat will need to be incorporated into the SIA Water Pressure Zone. *See* Staff Report, p. 27. Evaluation of this criterion is covered in Section V.B.9.

g. sanitary wastes:

Sanitary sewer service will be provided by connecting to the existing public sewer service line located in 21st Avenue. *Id.* A conceptual utility plan and water and sewer flow calculations are included as part of this application record. *Id; see also* Exhibits 6.d.iii. and 7.g. Refuse collection (garbage, recycling, and yard waste) is provided through City of Spokane. *See* Staff Report, p. 27.

h. parks, recreation, and playgrounds:

The applicant does not propose to provide any public park, recreation or playground space. *Id.* Four common tracts provide internal walkways a minimum of 5 feet wide to and around the modified wetland outside of the wetland buffers. *Id.* The common open space encompasses approximately 7 acres of land (including the wetland and wetland buffers) and will be owned and maintained by a homeowner's association. *Id.* Sterling Heights Park is located just to the south of

the project site in Spokane County. *Id.* Grandview Park is relatively close and located northeast of the subject site at the corner of 17th Avenue and D Street. *Id.* The Parks Department did not offer any comments on this proposal. *Id.*

i. schools and school grounds:

There are no provisions for public schools or school grounds as a part of this proposal. *Id.* The site is served by Cheney School District. *Id.* The nearest public schools include Windsor Elementary School and Westwood Middle school. *Id.* Cheney Public Schools provided comments on the proposal. *Id.* The comments were general in nature and primarily related to safe walking paths through the development to ensure a single central bus stop for school transportation. *Id.* Cheney Public Schools also noted that as of October 2022, Windsor Elementary School was 106% of its intended capacity. *Id.* Comments were forwarded to the City's Planning Director for consideration in long-range planning efforts such as the City's CP Update. *Id.* The development will meet this request safe walking facilities based on standard code compliance under the SMC and conditions associated with this proposal. *Id.*

j. sidewalks, pathways, and other features that assure safe walking conditions.

Separated sidewalks with street trees will be required on both sides of each new street. *Id.* The development also includes internal walkways around the mitigated wetland/common open space (outside of wetland buffer areas). *Id.* The proposal is also required to provide sidewalk outside of the development boundaries as part of SEPA mitigation. *Id.* The project is responsible for building sidewalk on the south side of Grandview Avenue from Garden Springs Road to 21st Avenue to provide a walking route for students to reach the school bus route on Garden Springs Road. *Id.*

The Hearing Examiner adopts the foregoing evaluation under SMC 17G.060.170(C)(6) and finds this criterion satisfied.

VI. DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed Preliminary Plat/PUD and Wetlands Modification CUP, subject to the following conditions:

1. Beard Addition PUD/Plat and Wetland Modification CUP will be developed in substantial conformance with applicable code and development standards.
2. Development should adhere to plans, drawings, illustrations, and/or specifications on file with the Development Services Center and with comments received regarding the project from City Departments and outside agencies with jurisdiction.
3. The proposal will be developed in conformance with the findings of the Wetland Report on file with this application, specifically with respect to the wetlands' ratings, assigned buffers, and mitigation plan.

4. Adhere to any additional performance and development standards documented in comment or required by City of Spokane, Spokane County, Washington State, and any Federal agency.
5. This approval does not waive the applicant's obligation to comply with all of the requirements of City Departments and outside agencies with jurisdiction over land development.
6. The proposal should comply with issued SEPA MDNS:
    a. Vehicular traffic from this project is expected to add 5 AM trips and 3 PM trips to the northbound US-195 to eastbound I-90 ramp. WSDOT has commented that no additional peak hour trips may be added to the ramp due to safety concerns. The Beard Addition development is required to complete an improvement to the US-195 corridor that will reduce the impact of its traffic on northbound US-195 to eastbound I-90 ramp ("mitigation project"). Studies of the US-195 corridor have identified the removal of the left and thru movements from Eastbound 16th Avenue at US-195 as the appropriate mitigation project. This mitigation project was recently confirmed in a December 2021 US-195/I-90 study led by the SRTC in collaboration with WSDOT, the City of Spokane, and other partnering agencies. The Beard Addition development may not finalize any portions of the project until a financial commitment is in place (secured by a letter of credit or bond), which has been approved by the City, providing for the design and construction for the mitigation project, which shall be under contract for construction within one year from the date of project approval. The details of the mitigation project will be agreed upon by the developers, City, and WSDOT. The applicant's contributions to funding the design and construction of the mitigation project will qualify for a credit against transportation impact fees per SMC 17D.075.070.

    Per email communications with Gregg Figg from WSDOT on 03/13/24, the above mitigation condition is satisfied once construction begins on the 16th/US 195 turn restriction project.

    b. The applicant shall construct sidewalk on the south side of Grandview Avenue from Garden Springs Road to 21st Avenue to provide a walking route for students to reach the school bus route on Garden Springs Road. The sidewalk shall be built concurrent with 21st Avenue or the first phase of street improvements within the Beard Addition PUD. The City has determined that the improvements qualify as public facilities for purposes of SMC 17D.075.070 and will otherwise serve the goals and objectives of the City's capital facilities plan and anticipates that the improvements will qualify for a credit against transportation impact fees under SMC 17D.075.070. Upon completion of the improvements, the applicant may apply for a credit pursuant to the process set forth in SMC 17D.075.070.

Integrated Capital Management (ICM) – Transportation:

7. 21st Avenue must be fully constructed and open to traffic between Grandview Avenue and the existing endpoint of 21st Avenue prior to issuance of any building permits within the PUD.

Planning Department:

8. Approval of the Beard Addition PUD, Long Plat, and Wetland Modification CUP – City File No. Z23-190PPUD – will be acknowledged to include an additional 14,887

sq. ft. of land associated with parcels 25263.2905 and 25263.2906 (parcel numbers at time of permit application) consistent with applications maps, reports, and exhibits submitted for file Z23-190PPUD and the Amendment to Westridge Addition PUD – City File No. Z23-108FPLT.

9. That the inclusion of land associated with parcels 25263.2905 and 25263.2906, pursuant to 17G.060.230, will not result in a new application nor represent a substantial modification to the proposal and that land associated with parcels 25263.2905 and 25263.2906 (parcel numbers at time of permit application) will be shown as part of Tract A1 and/or A2 in future application materials including, but not limited to the Final PUD/Plat and deed restrictions necessary for the wetland modification CUP, etc. associated with file Z23-190PPUD.
10. Compliance with 17E.020 Fish and Wildlife Conservation, 17E.070 Wetland Protections including:
    a. Buildings and other accessory structures shall be set back a distance of 10 feet from the edges of all delineated critical area buffers protecting fish and wildlife habitat conservation and wetland protection areas.
    b. Wetland buffer zones shall be retained in their natural condition and free from mowing or other cutting activity, except for the removal of noxious weeds. Where buffer disturbances have occurred before or during construction, revegetation with native vegetation shall be required.
    c. The applicant shall mark the boundaries of the wetland buffer and mitigation area prior to any ground disturbing activities so that these areas are not encroached into by construction equipment.

Items to be addressed prior to final plat approval (authorization to print, sign, record).

11. The PUD overlay zone must be adopted by Spokane City Council prior to final plat approval.
12. Please update Westridge Lane to Snowcrest Street to match the alteration to Westridge Addition PUD/Plat as applicable. While a portion of map includes the new street name, the area near the intersection with 21st Avenue still includes the Westridge name. This will need to be addressed prior to engineering plan approval.
13. Please add the County recording numbers for expanded rights of way at Cumberland Steet and Snowcrest Street.
14. Vicinity map – please use only black and white on your maps including vicinity map and produce the vicinity map on the final plat map at a scale where street names are legible to avoid issues with recording at the County.
15. The landscape plan will be reviewed and approved as part of the final plat process. Street trees will need to be added to lots within the PUD that have frontage along 21st Avenue.
16. Because the PUD code identifies that driveways should not be the dominant feature along the street frontage (SMC 17G.070.135.B.4 and 17G.070.140.B.4), planning requests additional landscaping including trees or other plantings in front yards to address this issue should driveway coverage limits be approved as part of this proposal.
17. The easement recorded under AFN 9602140328 proposed to be released by the applicant will need to be completed prior to approval of the final plat or the plat

modified to incorporate this easement if release is not obtained. Please note that the current easement appears to impact 10 lots adjoining proposed tracts A2, B, and C.

18. WSDAHP's concurrence with the cultural resource survey also addresses existing structures on the lot. Regarding existing structures:
    a. Any existing accessory structures will need to be removed prior to final plat or a cash bond placed for the demolition and removal of all debris as an alternative to demolition (if any retained structures would not cross property lines).
    b. Any structures on the property proposed for demolition that are over 200 sq. ft. in size will require a separate demolition permit and compliance with Spokane Regional Clean Air Agency requirements. For structures under 200 sq. ft., please work with Spokane Regional Clean Air to following their process.
19. We received a deed restriction template for protected wetlands in Spokane County. Please note that any deed restriction templates used for this plat need to be modified for the City of Spokane.
20. Front and rear yard setbacks of all lots within 80 feet of the perimeter of the project shall be the same as that required by the base zone pursuant to SMC 17G.070.030 (C.3.a.i) – Planned Unit Developments, setbacks, front and rear yard setbacks.
21. Perimeter fencing for the PUD is permitted except the maximum height of fencing along a street frontage of the PUD development may not exceed 42 inches in height: When a fence is along a street frontage, usable pedestrian access shall be provided and spaced a minimum of one every three hundred feet. Compliance with this section of code will be a condition of approval for the PUD/Plat pursuant 17G.070.030 (C.7)
22. Pursuant to 17G.070.030, common open space for the proposed PUD shall be permanently maintained by and conveyed to a homeowners' or property owners' association as regulated by state law.
23. Pedestrian connections shown on the preliminary PUD Plat Maps and proposed to address connectivity requirements under the SMC through tracts B, C, and into A2, etc. are required to be paved and a minimum of 5 feet wide.
24. This Beard Addition plat is dependent on 21st Avenue improvements and infrastructure plans approved under City Project Numbers 2022554 through 2022557.
    a. If 21st Avenue is not improved via the Alteration to Westridge Plat, these same improvements (Project Numbers 2022554 through 2022557) must be built via the Beard Addition Plat.
    b. This plat is dependent on the Alteration to Westridge Plat dedicating parcels 25263.2809 and 25263.3003 as public right-of-way. The Beard Addition Final Plat cannot be finalized until adequate public right-of-way is dedicated to connect this plat to 21st Avenue.

<u>Engineering:</u>

25. Addresses must be shown on the final plat. Address permits can be applied for at the City of Spokane Permit Center, or by emailing a request to addressing@spokanecity.org.

Note from M. Owen: Address fees for 119 lots have been assessed and paid for under Z23-190PPUD.

26. Lot plans, following the criteria outlined in the SRSM Appendix 3C, must be submitted for review.
27. Applicable dedicatory statements must be added to the final plat dedication detailing who the tracts are being dedicated to and for what purpose. A Homeowner's Association (HOA) must be established for the maintenance of all shared private facilities within the plat. Final plat dedication must reference the recording information of the document establishing the HOA.
28. The City of Spokane will be responsible for the maintenance of the storm lines in the street. The HOA will be responsible the maintenance of all tracts and stormwater facilities located on tracts as well as pipes connecting tracts to the City's storm lines in the streets.
29. All easements, both public and private, must be shown or referenced on the final plat. There are several easements showing in the title report that must be referenced on the final plat. If blanket in nature, the easement must be referenced in a Surveyor's Note.
30. Engineered construction plans for public street, sewer, water, and storm water systems must be approved for construction and the improvements must be completed prior to plat finalization. Street and storm improvements may be bonded for; however, all water and sewer improvements must be installed and accepted for service prior to plat finalization.
31. Centerline monuments must be set by a Licensed Surveyor at every intersection, the beginning and end of every horizontal curve, and at the center point of each cul-de-sac. Monuments must be installed following Section H of the City of Spokane Standard Plans. https://static.spokanecity.org/documents/business/designstandards/2023/standard-plans-section-h-2023-04-19.pdf.

    If a monument cannot be set due to a manhole or other utility conflict, offsets must be scribed on the curbs. An as-built drawing of the offsets must be turned in with enough detail that the location can be calculated at a later time. These as-builts are required to be turned in to Construction Management before the project is considered complete.
32. Construction plans for public street, sewer, water, and stormwater systems must be designed by a Professional Engineer, licensed in the State of Washington, and submitted to Development Services for review and acceptance prior to construction.
33. The developer will be responsible for all costs associated with design and construction of sanitary sewer, stormwater, water, and street improvements necessary to serve the proposed plat.
34. Infrastructure plans for water, sewer, street, and stormwater improvements have been approved for the construction of 21st Avenue between Grandview Avenue and H Street in association with the Alteration to Westridge Plat. This Beard Addition plat is dependent on these 21st Avenue improvements. Infrastructure plans were approved under City Project Numbers 2022554 through 2022557.
    a. If 21st Avenue is not improved via the Alteration to Westridge Plat, these same improvements (Project Numbers 2022554 through 2022557) must be built via the Beard Addition Plat.

b. This plat is dependent on the Alteration to Westridge Plat dedicating parcels 25263.2809 and 25263.3003 as public right-of-way. The Beard Addition Final Plat cannot be finalized until adequate public right-of-way is dedicated to connect this plat to 21st Avenue.

35. All stormwater and surface drainage generated onsite shall be disposed of onsite in accordance with SMC 17D.060 “Stormwater Facilities,” the SRSM, Special Drainage Districts, City Design Standards, and, per the Project Engineer’s recommendations, based on the drainage plan accepted for the final plat. Pre-development flow of any off-site runoff passing through the plat shall not be increased (rate or volume) or concentrated due to development of the plat, based on a 50-year design storm. An escape route for a 100-year design storm must be provided.

    a. It is noted that stormwater is proposed to be discharged in areas with wetlands located within the project area. Any wetlands and/or buffer zone modifications required due to stormwater impacts and/or any other development impacts must be completed in accordance with City regulations and standards and the work must be inspected and approved by the City prior to the City Engineer signing a final plat for any phase of the proposed development.

    b. No building permit shall be issued for any lot in the plat until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17D.060 “Stormwater Facilities,” the SRSM, Special Drainage Districts, City Design Standards, and the Project Engineer’s recommendations, based on the drainage plan accepted for the final plat, have been complied with. A surface drainage plan shall be prepared for each lot and shall be submitted to Engineering Services – Development Services for review and acceptance prior to issuance of a building permit.

    c. Prior to construction, a grading and drainage plan shall be submitted to Development Services for review and acceptance.

    d. An erosion/sediment control plan, detailing how dust and runoff will be handled during and after construction, shall be submitted to Development Services for review and acceptance prior to construction.

    e. If drywells are used, they will be tested to ensure design infiltration rates are met. A minimum factor of safety of 2 (two) will be required. In accordance with State Law, existing and proposed Underground Injection Control structures need to be registered with the WSDOE. Proof of registration must be provided prior to plan acceptance.

    f. The developer will be responsible for all costs associated with constructing storm water improvements necessary to serve the proposed plat.

36. This plat will need to be incorporated into the SIA Water Pressure Zone. However, current water demands in this pressure zone are challenging the City’s ability to supply water in accordance with engineering standards and regulations for fire flow. Thus, until an analysis of the City’s water system in the West Plains Area is complete and needed improvements to the water system have been identified and addressed, all new connections to the water system must wait until the new SIA#3 Water Storage Tank, currently under construction, is complete and operational. The Tank is anticipated to be operational by the end of 2024. Connection to the water system may be allowed sooner, depending on conclusions from the water analysis and based on the amount of water requested and timing of the proposed development.

a. Connecting this plat into the SIA Water Pressure Zone is a concept that has been discussed by City Staff and the developer. To implement this concept, the developer will be required to do the following:

    i. Install a closed valve into the existing 12-inch water main in Garden Springs Road just south of where Grandview Road's water main connects into Garden Springs Road. From this valve, a new 12-inch water main must be installed in Grandview Road, east to the intersection of 21st Avenue and Grandview Road. At this intersection, a new PRV assembly, connecting the two 12-inch mains, will need to be installed. This is where a new 8-inch water main from 21st Avenue will connect. Because the existing 12-inch water main in Garden Springs Road from Abbott Road to Grandview Road will be converted from the Highland Pressure Zone to the SIA Pressure Zone, PRVs will need to be installed on any water services to existing houses not having one in the converted pressure zone. Valves at each end of the water mains in the pressure zone conversion will need to be adjusted (opened/closed) to complete the conversion.

b. The developer will be responsible for all costs associated with design and construction of water improvements necessary to serve the proposed plat.

c. The water system shall be designed and constructed in accordance with City standards. A pressure of 45 pounds per square inch (psi) minimum at the property line is required for service connections supplying domestic flows. Pressures shall not drop below 20 psi at any point in the system during a fire situation. Pressures over 80 psi will require that pressure reducing valves be installed at developer expense.

d. An electronic version (pdf) of an overall water plan and hydraulic analysis must be submitted to Development Services for review and concurrence. The hydraulic analysis must include supporting calculations for domestic and fire flows.

e. In addition to the hydraulic analysis, construction plans shall be submitted to Development Services for review and acceptance. The water system, including individual service connections to each lot, shall be constructed and accepted for service prior to the City Engineer signing the final plat.

37. There is an existing 8-inch PVC sanitary sewer main in 21st Avenue at the H Street right-of-way intersection that may provide service to this plat.

    a. The developer will be responsible for all costs associated with design and construction of sanitary sewer improvements necessary to serve the proposed plat.

    b. The sanitary sewer system shall be designed and constructed in accordance with City standards.

    c. Construction plans shall be submitted to Development Services for review and acceptance. The sanitary sewer system, including individual service connections to each lot, shall be constructed and accepted for service prior to the City Engineer signing the final plat.

38. Public streets, including paving, curb, sidewalk, signs, storm drainage structures/facilities, and swales/planting strips necessary to serve the proposed plat,

shall be designed and constructed in accordance with City standards. Sidewalks shall serve each lot.

a. Signing and striping plans, where appropriate, shall be included as part of the design submittal.

b. Street design for the plat shall include supporting geotechnical information on the adequacy of the soils underneath to support vehicular design loads.

c. Any grades exceeding 8% must be shown on the preliminary plat.

d. Garages shall be a minimum of 20 feet from the back of sidewalk to fully accommodate a parked vehicle without obstructing the sidewalk.

e. All parking areas and driveways shall be hard surfaced. In accordance with the City of Spokane Municipal Code, Section 17H.010.220, the total nominal width of all driveways on a street for any one ownership shall not exceed forty percent of the frontage. An engineering design variance must be approved in order to allow larger approach widths. The application for the design variance must be accompanied by supporting information detailing why the 40% frontage requirement cannot be met.

f. All street identification and traffic control signs required, due to this project, shall be installed by the developer at the time street improvements are being constructed. They shall be installed and inspected to the satisfaction of the City's Construction Management Office in accordance with City standards prior to the occupancy of any structures within the plat.

g. The developer will be responsible for all costs associated with constructing street improvements necessary to serve the proposed plat.

39. It appears that that the western portion of the development is too low in elevation to meet minimum slope and connect to the sewer at the end 21st Avenue. The Developer needs to provide solutions to eventually gravity drain into the city's public sewer system. If a Lift Station is proposed, then it would likely be a Private Lift Station or individual pumps for each home.

<u>Fire Department:</u>

40. The following condition will need to be addressed prior to permit of the 31st home in this development:

    The Fire Code requires that single/two-family residential developments with more than 30 homes to have two separate and approved fire access roads. The roads are required to be a minimum of half the largest diagonal of the developed property. Rough dimensions show the diagonal to be about 1,837 feet with the distance between the two access points (Cumberland and Snowcrest Streets) at about 796 feet. That is less than the required 50%. This does not meet the Fire Code.

    To address this issue, The City Fire Department requests the following conditions of approval:

    a. An additional access at the southeast corner of the property as represented in the Spokane County Memo dated January 2, 2024 (located in Exhibit 10.d.ii. as part of the agency comments).

    b. Provide full width paving along 25th Avenue between proposed Snowcrest and Cumberland Streets. Should the County be opposed to this solution, a minimum

of 20 feet clear width paved access along 25th Avenue with “No Parking” posted every 50 feet on both sides of the paved area.

WSDOE:

41. Compliance with the enclosed cover letter and administrative order (Exhibit 5.a.) from the Shorelands and Environmental Assistance Program at the WSDOE on November 30, 2023.
42. The WSDOE Water Quality Program – Operators of construction sites that disturb one acre or more total area and has or will have a discharge of stormwater to a surface water or to a storm sewer, must apply for coverage under WSDOE’s Construction Stormwater General Permit, if soil or ground water contamination is known at the site, additional information will be required.

Avista:

43. Please provide a 10-foot-wide dry utility easement along the front of each lot.

WSDAHP & Spokane Tribe of Indians:

44. An IDP implemented into the scope of work prior to ground disturbing activities.

Statements to be included in the Dedicatory Language on the face of the final development plan/detailed site map:

1. This plat proposal is vested under SMC Chapter 17C.110 Residential Zones. Consistent with RCW 58.17.033(1) and RCW 58.17.170(2)(a), structures approved for development under SMC Chapter 17C.110 (may elect to meet all applicable development and design standards in accordance with Chapter 17C.110 in its entirety for a period of five years following final plat filing, or all the applicable residential development and design standards listed in SMC 17C in its entirety. After 5 years from final plat filing, adopted standards at time of permit apply.
2. If any archaeological resources, including sites, objects, structures, artifacts, and/or implements, are discovered on the project site, all construction and/or site disturbing activities shall cease until appropriate authorities, agencies, and/or entities have been notified in accordance with Chapters 27.44 and 27.53 RCW.
3. Street trees are required. Compliance will be verified at time of certificate of occupancy for each new home consistent with the development’s approved landscape plan.
4. Ten-foot utility and drainage easements, as shown hereon the described plat, are hereby dedicated to the City and its permittees for the construction, reconstruction, maintenance, protection, inspections and operation of their respective facilities together with the right to prohibit structures that may interfere with the construction, reconstruction, reliability and safe operation of the same.
5. Development of the subject property, including grading and filling, are required to follow an erosion/sediment control plan that has been submitted to and accepted by Development Services prior to the issuance of any building and/or grading permits.
6. Prior to the issuance of any building permits, the lots shall be connected to a functioning public or private water system complying with the requirements of Development Services and having adequate pressure for domestic and fire uses, as

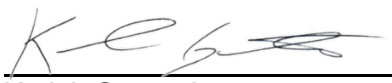
determined by the Water and Hydroelectric Services Department and the Fire Department.

7. The City of Spokane does not accept the responsibility of maintaining the stormwater drainage facilities on private property nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of stormwater drainage easements on private property.
8. All stormwater and surface drainage generated onsite shall be disposed of onsite in accordance with SMC 17D.060 “Storm water Facilities,” the SRSM, Special Drainage Districts, City Design Standards, and, per the Project Engineer’s recommendations, based on the drainage plan accepted for the final plat. Pre-development flow of off-site runoff passing through the plat shall not be increased (rate or volume) or concentrated due to development of the plat, based on a 50-year design storm. An escape route for a 100-year design storm shall be provided.
9. No building permit shall be issued for any lot in this plat until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17.060 “Stormwater Facilities,” the SRSM, Special Drainage Districts, City Design Standards, and the Project Engineer’s recommendations, based on the drainage plan accepted for this final plat, have been complied with. A surface drainage plan shall be prepared for each lot and shall be submitted to Developer Services for review and acceptance prior to issuance of a building permit.
10. Slope easements for cut and fill, as deemed necessary by Development Services in accordance with City Design Standards, are granted along all public right of ways.
11. Only City water and sanitary sewer systems shall serve the plat. The use of individual on-site sanitary waste disposal systems and private wells is prohibited.
12. All public improvements (street, sewer, storm sewer, and water) shall be constructed to City standards prior to the occupancy of any structures served by said improvements.
13. No building permit shall be issued for any lot in the plat until evidence satisfactory to the City Engineer has been provided showing that sanitary sewer and water improvements, constructed to City standards, have been provided to the lot in question.
14. The development of any structures in this plat is subject to review of a geotechnical evaluation for foundation design to determine suitability and effects from stormwater and/or subsurface runoff. The geotechnical evaluation is required to be performed for each lot with structures and submitted for review and concurrence to the Development Services Center prior to issuance of a building permit.
15. With respect to any increased stormwater flows accruing as a result of any development, each property owner, on its own behalf and the behalf of its successors in interest, fully accepts without reservation, the obligation to obstruct and artificially contain and collect all natural or artificially generated or enhanced drainage flows across or upon said owner’s property. The purpose of this requirement is to avoid causing or potentially contributing to flooding, erosion or stormwater loads on other private or public properties and the public sewer system.
16. Each property owner, on its own behalf and the behalf of its successors in interest, acknowledges and accepts full responsibility to maintain drainage facilities within all

drainage easements, and to maintain and protect any on-site stormwater control facilities. Under no circumstances does the City of Spokane, its officers or agents, accept any responsibility to maintain on-site stormwater control facilities, drainage courses, or drainage pipes on private lots within this development or otherwise within drainage easements or flood plain areas.

17. The City of Spokane is not a guarantor of public improvements with respect to protection of property from flooding or damage from stormwater, excessive groundwater levels, soil erosion, movement, or related risks. Property owners, acting on their own behalf and the behalf of their successors in interest and assigns, forever waive any claim for loss, liability, or damage to people or property because of stormwater or drainage problems and related risks against any governmental entity arising from platting or permit approvals, or the construction and maintenance of public facilities and public property within the plat or subdivision. This waiver is intended to include application to the City of Spokane, its officers and agents, and includes any claims for loss or for damage to lands or property adjacent to or otherwise affected by any street or public way or easement by the established construction, design and maintenance of said streets or public ways or easements, including the construction, drainage and maintenance of said streets, not by way of limitation. Property owners, on their own behalf and the behalf of their successors and assigns, further stipulate and agree that this waiver decreases property value in an amount at least equal to one dollar or more and intend and agree that it run with the land.
18. All street identification and traffic control signs required by this project will be the responsibility of the developer per SMC 17G.080.070.
19. All parking areas and driveways shall be hard surfaced. All new or modified driveway locations will need to be reviewed and approved prior to construction.
20. Easements for “Dry” utilities as shown hereon are hereby granted over the rights-of-way for the private streets and adjoining said streets to the City of Spokane and its permitted serving utilities for the construction, reconstruction, maintenance, protection, inspection and operation of their respective facilities, together with the right to prohibit changes in grade over installed underground facilities and the right to prohibit, trim and/or remove trees, bushes, landscaping, without compensation and to prohibit brick, rock or masonry structures that may interfere with the construction, reconstruction, reliability, maintenance, and safe operation of same.
21. Storm drain dry wells and water meter boxes shall not be placed within the “Dry” easements; however, lateral crossings by storm drain, water and sewer lines are permitted.
22. Serving utility companies are also granted the right to install utilities across future acquisition areas or border easements.

DATED the 22nd day of April 2024.



Karl J. Granrath
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner on PUDs are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 22nd day of April 2024. **THE DATE OF THE LAST DAY TO APPEAL IS THE 6TH DAY OF MAY 2024, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	7/24/2026
		Clerk's File #	CPR 1992-0059
		Cross Ref #	
Council Meeting Date: 08/19/2026		**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 SANTIAGO CRUZ TO THE BICYCLE ADVISORY BOARD		

Agenda Wording

Reappointment of Santiago Cruz to the Bicycle Advisory Board (Youth Member) for a term of June 24, 2026 to June 23, 2028

Summary (Background)

Reappointment of Santiago Cruz to the Bicycle Advisory Board (Youth Member) for a term of June 24, 2026 to June 23, 2028

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?

SMC 04.16

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
tkimbrell@spokanecity.org	

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	7/24/2026
		Clerk's File #	CPR 1992-0059
		Cross Ref #	
Council Meeting Date: 08/19/2026		**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 BRIAN FALTEISEK TO THE BICYCLE ADVISORY BOARD		

Agenda Wording

Reappointment of Brian Falteisek to the Bicycle Advisory Board for a term of August 29, 2026, to August 28, 2028.

Summary (Background)

Reappointment of Brian Falteisek to the Bicycle Advisory Board for a term of August 29, 2026, to August 28, 2028.

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?

SMC 04.16

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
tkimbrell@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 08/19/2026

Date Rec'd	6/9/2026		
Clerk's File #	OPR 2026-0672		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	ITB 6531-26
Contact Name/Phone	KYLE 625-4647	**Requisition #**	
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4320 PURCHASE W/OUT CONTRACT CALCIUM CARBONATE		

Agenda Wording

Consent to award Value Blanket to supply calcium carbonate to Columbia River Carbonates. The amount prior to tax is $1,918,125.00 The contract shall be for a five (5) year period beginning June 1st, 2026 and terminating on May 31st, 2031.

Summary (Background)

Wastewater Management must keep effluent pH above 6.0 in order to comply with its NPDES permit during phosphorus removal. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid calcium carbonate to adjust the pH because it is not a hazardous chemical. ITB 6531-26 was issued to procure magnesium hydroxide, or calcium carbonate. Calcium carbonate was selected due to it being the lowest responsible, responsive bid.

What impacts would the proposal have on historically excluded communities?

N/A - 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. This item supports the operations of Public Works.

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 - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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 all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

PIES 7/14/26

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,918,125.00
Current Year Cost	**$** 383,625.00
Subsequent Year(s) Cost	**$** 383,625.00

Narrative

Amount		**Budget Account**
Expense	**$** 1,918,125.00	**#** 4320.43260.35148.53203
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GENNETT, RAYLENE	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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tlester@spokanecity.org	

ITB 6531-26 Magnesium Hydroxide							
Reference Number	**Description**	**UOM**	**Quantity**	**Columbia River Carbonates**	**Univar Solutions USA LLC.**	**Martin Marietta**	**Inland Environmental Resources**
Numer of days ARO				5	5	5	5
1	Normal Delivery. Magnesium hydroxide solids (or equivalent) at a minimum dry solids concentration of 50% by weight and 90% Mg(OH)2 by dry weight in an aqueous slurry.	Price Per Dry Ton	1,100.00	$383,625	$561,759	$605,000	$825,000
2 Any transportation fees not included in this bid will not be allowed.	Freight & Transportation charges	Each	1	$0	$0	$0	$0
3 Any additaionl fees not stipulated in this bid will not be allowed	Any other charges/fees to be incurred	Each	1	$0	$0	$0	$0
Pricing Group - Do not include sales tax				$383,625 ($383,625)	$561,759 ($561,759)	$605,000 ($605,000)	$825,000 ($825,000)

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Partnership

Unified Business ID #: 601442028
Business ID #: 001
Location: 0001
Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

SCALE - SMALL (2) - ACTIVE
SCALE - LARGE (2) - ACTIVE
BULK FERTILIZER DISTRIBUTOR - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SCALE - INTERMEDIATE (4) - ACTIVE
SCALE - RAILROAD TRACK (1) - ACTIVE
UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2027) - ACTIVE
WOODLAND GENERAL BUSINESS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: administrative office duties

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

PARTNERS:

NORTWEST CARBONATES INC

BLEECK MANAGEMENT INC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601442028 001 0001

Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

SCALE - SMALL (2) - ACTIVE
SCALE - INTERMEDIATE (4) - ACTIVE
SCALE - LARGE (2) - ACTIVE
SCALE - RAILROAD TRACK (1) - ACTIVE
BULK FERTILIZER DISTRIBUTOR - ACTIVE
UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2027) - ACTIVE

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Partnership

Unified Business ID #: 601442028
Business ID #: 001
Location: 0001
Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

REGISTERED TRADE NAMES:
COLUMBIA RIVER CARBONATES

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

FOLD HERE

STATE OF WASHINGTON

UBI: 601442028 001 0001

Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

SCALE - SMALL (2) - ACTIVE
SCALE - INTERMEDIATE (4) - ACTIVE
SCALE - LARGE (2) - ACTIVE
SCALE - RAILROAD TRACK (1) - ACTIVE
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SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2027) - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2026

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).

PRODUCER MARSH USA LLC 525 Vine Street, Suite 900 Cincinnati, OH 45202	**CONTACT NAME:** Marsh | U.S. Business & Client Services **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** (212) 948-0785 **E-MAIL ADDRESS:** Cincinnati.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Zurich American Insurance Co	16535
INSURED Columbia River Carbonates 300 N Pekin Road Woodland, WA 98674	**INSURER B :** American Zurich Insurance Co.	40142
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-007481263-02 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO3373838-23	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP 4856679 15	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			AUC337383923	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5933065 12 - Retro WC 3423144 05 - Deductible	01/01/2026 01/01/2026	01/01/2027 01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Spokane is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Bid Response Summary

Bid Number	**ITB 6531-26**
Bid Title	**Magnesium Hydroxide Mg(OH)2**
Bid Base Currency	**USD**
Due Date	**Monday, April 20, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]**
Bid Status	**Closed to Bidding**
Company	**Columbia River Carbonates**
Submitted By	**Jeremy Weisser - Friday, April 17, 2026 4:37:01 PM [(UTC-08:00) Pacific Time (US & Canada)]**
	jweisser@carbonates.com 3602254163
Comments	

Question Responses

Group	Reference Number	Question	Response
ADDENDA			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	9
BIDDER INFORMATION			
	1	Please indicate the appropriate point of contact (including Name, Title, Phone Number, and Email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Bid Contact: Sales Representative Jeremy Weisser Industrial Sales Manager 360-229-1074 jweisser@carbonates.com Orders contact: Heather Reznick Logistics Manager 360-225-6505 CRCorder@carbonates.com
BIDS			
	1 SUBMISSION OF BIDS	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and acknowledge
	2 SUBMISSION OF BIDS	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and acknowledge
	3 SUMBISSION OF BIDS	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and acknowledge
	4 INTERPRETATION	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I agree and acknowledge
	5 WITHDRAWL OF BIDS	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.	I agree and acknowledge
	6 EVALUATION OF BIDS	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I agree and acknowledge
	7 BIDDING ERRORS	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and acknowledge

	8 REJECTION OF BIDS	The City reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the City's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and acknowledge
VALUE BLANKET			
	1 AWARD	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and acknowledge
	2 TERM	Any Value Blanket resulting from this ITB will be for a five -year period. The Vendor’s prices shall be firm throughout the first 12-monthS, with annual pricing adjustments on the anniversary of the award with justification and concurred with by the City.	I agree and acknowledge
	3 RENEWALS/EXTENSIONS	Option renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	I agree and acknowledge
PAYMENT TERMS			
	1	Net 30 (unless otherwise agreed to). Payment shall be made via direct deposit/ACH (unless otherwise agreed to) after receipt of the goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and acknowledge
INVOICING			
	1	Invoices must be submitted to Riverside Park Reclamation Facility within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to hbarnhart@spokanecity.org.	I agree and acknowledge
TERMS AND CONDITIONS			
	1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I do not acknowledge and do not agree”, include requested exception on separate page and title as “Exception to Terms and Conditions”, and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I agree and acknowledge
	1.1	EXCEPTIONS: To Terms and Conditions, if you took exception above, upload here.	
	2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I agree and acknowledge
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I agree and acknowledge
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	I agree and acknowledge
	3	If so, were PCBs found at a measurable level?	I do not agree and acknowledge
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	I agree and acknowledge
	5	If so, note from whom the results can be obtained.	Eurofins - Sacramento Test results attached

	6	Do you have reason to believe the product contains measurable levels of PCBs?	I do not agree and acknowledge
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	I do not agree and acknowledge
	8	As clarified in Addenda 2, provide documentation that this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)	J131381-1 UDS Level 2 Report Final Report - CRC - PCB.pdf
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	1	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 Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington: https://my.spokanecity.org/business/doing-business for additional resources. If the Bidder does not believe it is required to obtain a business registration, it may complete the Business License Exemption Request Form: https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf and submit to City Taxes & Licensing to request an exemption status determination.	I agree and acknowledge
	2	City of Spokane Business Registration Number	601442028
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response	I agree and acknowledge
INTERLOCAL PURCHASE AGREEMENTS			
	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I agree and acknowledge
MINORITY BUSINESS ENTERPRISE			
	1	Bidder (is ___, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	I do not agree and acknowledge
SMALL BUSINESS			

	1	Bidder (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	I do not agree and acknowledge
NON-COLLUSION			
	1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	I agree and acknowledge
ACCEPTANCE PERIOD			
	1	Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids	I agree and acknowledge
GENERAL INSTRUCTIONS			
	1	Bid is to be given as price per dry ton of Alkalinity based solid like Magnesium Hydroxide or Calcium Carbonate (or Equivalent) at a minimum dry solids concentration of 50% by weight and 90% Mg(OH)2 or CaCO3 by dry weight in an aqueous slurry.	I agree and acknowledge
	2	Bidder shall provide an independent certified analysis with its Bid and each new batch, thereafter, showing the content of chemical in percent by dry weight, which will be used to determine actual dry tons of material delivered. The City may, at times of its choosing, sample the material to confirm that the product supplied has not deviated from the most recent certified analysis.	I agree and acknowledge
	3	The Bidder shall provide detailed product specifications showing the content in ug/L of Arsenic, Cadmium, Copper, Lead, Mercury, Nickel, Silver and Zinc, an MSDS Sheet, and an independent certified analysis along with their bid. Bids not including this information shall be deemed nonresponsive and will not be considered for award.	Calcium Carbonate Slurry Heavy Metals Test.pdf
	4	Bidder must provide solids content (%), lbs/gallon (total slurry), chemical analysis (% alkalinity based compound) MG(OH)2, CaCO3) or equivalent	I agree and acknowledge
	5	Percentage of purity	I agree and acknowledge
	6	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and acknowledge
	7	If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new Vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, will be assumed by the Vendor.	I agree and acknowledge
	8	Upon delivery of non-conforming product, the contractor will be penalized $500.00 per delivery. Two such non-conforming deliveries will constitute breach of contract by non-performance, and the city reserves the right to cancel the contract. The Vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new Bid is awarded, not to exceed 45 days.	I agree and acknowledge
	9	Chemical is to be delivered by truck and transferred to storage tanks at the Riverside Park Water Reclamation Facility (RPWRF), 4401 North Aubrey L. White Parkway. Deliveries are to be made between 7:30 a.m. and 2:00 p.m. weekdays, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; and must be set up a minimum of 8 hours prior. An ETA phone call to 625-4615 must be at least 1 hour prior to delivery. All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:30 p.m. may be required to delay unloading until the following acceptable business day. All Magnesium Hydroxide is to be delivered (F.O.B) to the storage tanks at the treatment plant site. It is recommended that all Bidders visit the facility to understand the basis for the delivery schedule. All Vendors will be held responsible to comply with the established receiving program.	I agree and acknowledge

	10	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and acknowledge
	11	Annual Estimated Quantity: Is 1,650 Dry Tons (more or less)	I agree and acknowledge
	12	The Spokane Riverside Park Water Reclamation Facility, has two steel non-insulated tanks on site. Each tank can hold 12,000 gallons.	I agree and acknowledge
	13	Reference Tank Diagram, located in 'Documents' Tab.	I agree and acknowledge
	14	Awarded vendor would not be able to set a minimum order quantity per delivery.	I agree and acknowledge
	15	The incumbent supplier currently delivers approximately 3500 gallons per delivery; however, there is no guarantee the facility is offload the entire delivery, as the tank levels are maintained between 4,000 to 11,000 gallons; and there will be times when a tank under goes maintenance impacting delivery and frequency.	I agree and acknowledge
	16	Bidder must provide the number of pounds of magnesium hydroxide (or equivalent) there is per gallon, per U.S. Department of Transportation, Emergency Response Guidebook.	I agree and acknowledge
	17	Delivery Ticket(s) shall be provided upon each delivery.	I agree and acknowledge
	18	Each Delivery Ticket shall contain:	I agree and acknowledge
	19	- The stated pounds-per-gallon, per ERG Guidebook	I agree and acknowledge
	20	- Number of gallons delivered	I agree and acknowledge
	21	- Number of pounds delivered	I agree and acknowledge
	22	Normal delivery – Chemical can be delivered to RPWRF in 5 CALENDAR DAYS after receipt of order (ARO).	I agree and acknowledge
	23	Normal Deliveries: Approximately 2 deliveries per week with an additional order per every other week. This is weather dependent.	I agree and acknowledge
	24	Normal Delivery: Average Tons Per Delivery, is 13.728 Tons, more or less. Example of prior delivery sizes are: 13.428 tons; 15.324 tons; and 12.432 tons	I agree and acknowledge
	25	EMERGENCY Deliveries: In case of Emergency – Chemical can be delivered to RPWRF in 24 hours after receipt of order (ARO).	I agree and acknowledge
	26	Emergency Deliveries: Frequency, Perhaps 1 more or less per year.	I agree and acknowledge
	27	Federal and State laws governing this product must be satisfied.	I agree and acknowledge
	28	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I agree and acknowledge
	29	Any bidder who is providing anything other Magnesium Hydroxide is subject to a piloting trial of 3 months as this facility is currently set up for magnesium hydroxide	I agree and acknowledge
	30	If bidding an alternate product state, the product bidding here:	Calcium Carbonate Slurry 75.5% solids typical
TECHNICAL SPECIFICATIONS			
	1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and acknowledge
DELIVERY - F.O.B. Delivery Point			
	1	Standard Leadtime for deliver after receipt of order(s) is _____ calendar days. Enter number of calendar days:	5
	2	DELIVERY - F.O.B. POINT: Transferred into to storage tank at City of Spokane Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205	I agree and acknowledge
	3	The Chemical shall be transported in DOT approved tanker trucks and transferred to storage tanks at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205. Method and equipment for delivery shall be compatible with the Riverside Park Water Reclamation site and with receiving and storage equipment available at the site. Driver must be trained in safe handling and spill response procedures prior to arriving on-site.	I agree and acknowledge
	4	Delivery method is to be compatible with unloading equipment at delivery point – Riverside Park Water Reclamation Facility.	I agree and acknowledge
PRICING			

	1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I agree and acknowledge
	2	Unit Price Per Ton should not include tax	I agree and acknowledge
	3	Enter Normal Delivery Pricing on the "Pricing Tab"	I agree and acknowledge
	4	Enter Emergency Delivery price per dry ton here.	405.25 per dry ton
	5	Emergency Delivery cost per ton, will not be included in the evaluation unless prices stated appear significantly uncompetitive and could result in unnecessarily high cost to the City for those products or services.	I agree and acknowledge
SDS Sheets			
	1	Upload SDS Sheets for product bidding - Only one docuemtn can be uploaded at a time	SDS MICRONA Aquacal Slurry.pdf
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	1	If you have additional information/documents to submit, upload them here.	Calcium Carbonate Slurry Equivalence Test.pdf
	2	If you have additional information/documents to submit, upload them here.	MICRONA AquaCal 150 - TDS.pdf
	3	If you have additional information/documents to submit, upload them here.	Business License (My DOR).PDF
	4	If you have additional information/documents to submit, upload them here.	MICRONA AquaCal 150 - COA Sample.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment
Pricing Group - Do not include sales tax										
	1	Normal Delivery. Magnesium hydroxide solids (or equivalent) at a minimum dry solids concentration of 50% by weight and 90% Mg(OH)2 by dry weight in an aqueous slurry.	Base	Price Per Dry Ton	1,100.00	$	USD	$348.75	$383,625.00	Destination pricing per dry ton of Calcium Carbonate
	2 Any transportation fees not included in this bid will not be allowed.	Freight & Transportation charges	Base	Each	1.00	$	USD	$0.00	$0.00	
	3 Any additaionl fees not stipulated in this bid will not be allowed	Any other charges/fees to be incurred	Base	Each	1.00	$	USD	$0.00	$0.00	
Total Base Bid	$383,625.00									

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Partnership

Unified Business ID #: 601442028
Business ID #: 001
Location: 0001
Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

SCALE - SMALL (2) - ACTIVE
SCALE - LARGE (2) - ACTIVE
BULK FERTILIZER DISTRIBUTOR - ACTIVE
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TAX REGISTRATION - ACTIVE
SCALE - INTERMEDIATE (4) - ACTIVE
SCALE - RAILROAD TRACK (1) - ACTIVE
UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2027) - ACTIVE
WOODLAND GENERAL BUSINESS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: administrative office duties

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

PARTNERS:

NORTWEST CARBONATES INC

BLEECK MANAGEMENT INC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601442028 001 0001

Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

SCALE - SMALL (2) - ACTIVE
SCALE - INTERMEDIATE (4) - ACTIVE
SCALE - LARGE (2) - ACTIVE
SCALE - RAILROAD TRACK (1) - ACTIVE
BULK FERTILIZER DISTRIBUTOR - ACTIVE
UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2027) - ACTIVE

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Partnership

Unified Business ID #: 601442028
Business ID #: 001
Location: 0001
Expires: May 31, 2026

COLUMBIA RIVER CARBONATES
300 N PEKIN RD
WOODLAND WA 98674-9541

REGISTERED TRADE NAMES:
COLUMBIA RIVER CARBONATES

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John Ryser
Director, Department of Revenue

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John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Revised April 2025

MICRONA™ AquaCal 150

MICRONA™ AquaCal 150 is a ground highly reactive calcium carbonate slurry that quickly neutralizes and buffers industrial wastewater to the 6.8 – 7.6 pH range. It is a natural, safe alternative to other caustic products.

Typical Physical Characteristics

Solids Content (%)	75.5
Lbs/gallon (total slurry)	15.9
Lbs/gallon (dry)	12.0
Surface Area (m^2/g)	7.5
Viscosity (cP)	150

Typical Chemical Analysis (of dry material)

$CaCO_3$ (%)	98.0
$MgCO_3$ (%)	1.0
Acid Insoluble (%)	0.1

Benefits include:

- Ultra-safe handling
- Optimum pH buffering and acid neutralization
- Stabilized bioflocs
- Alkalinity and inorganic carbon for nitrifying bacteria
- Provided ballast to flocs, improving settling
- No scale formation while protecting against corrosion
- Low cost shipping

Shipping Information

Available in tank cars, totes, and tank trucks, shipped from Woodland, Washington.

COLUMBIA RIVER CARBONATES
300 North Pekin Road, Woodland, Washington 98674
(360) 225 - 6505 | www.carbonates.com | info@carbonates.com

The information contained in this bulletin is considered accurate, but all recommendations are made without guarantee and Columbia River Carbonates disclaims any liability incurred in connection with the use of these data or suggestions. Nothing contained herein should be interpreted as a recommendation to use any product in conflict with existing patents covering any material or its use.

Safety Data Sheet

SECTION 1 – PRODUCT AND COMPANY IDENTIFICATION

Trade Name: MICRONA™ Aquacal 150, MICRONA™ Aquacal 70

Manufacturer or Supplier's Details

Company name of supplier: Columbia River Carbonates

Address: 300 N. Pekin Road,
Woodland, WA 98674

Telephone: (360) 225-6505

Emergency Phone: (360)225-6505

Recommended use of the chemical and restrictions on use:

Recommended Use: Wastewater treatment

Restrictions on use: None

SECTION 2 – HAZARDS IDENTIFICATION

Emergency Overview

Appearance	Aqueous slurry
Color	White
Odor	Characteristic

GHS Classification
Not a hazardous substance or mixture

GHS Label element
Not a hazardous substance or mixture

Potential Health Effects

Carcinogenicity:

IARC No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC

NTP The NTP's Report on Carcinogens lists crystalline silica (respirable size) as a known human carcinogen.

SECTION 3 – COMPOSITION/INFORMATION ON INGREDIENTS

Substance/Mixture: Mixture

Hazardous ingredients

Chemical Name	CAS-No.	Typical composition (%)
Limestone	1317-65-3	>= 60 - < 80

SECTION 4 – FIRST AID MEASURES

If inhaled: Move to fresh air in case of accidental inhalation of dust or fumes from overheating or combustion.
If symptoms persist, call a physician.

In case of skin contact: Take off contaminated clothing and shoes immediately.
Wash with mild soap and warm water.

In case of eye contact: Flush thoroughly with water as a precaution.
Remove contact lenses.
Keep eye wide open while rinsing.
If irritation persists, seek medical attention.

If swallowed: Rinse mouth thoroughly with water and drink afterwards plenty of water to dilute material in stomach.
Do not induce vomiting.
Never give anything by mouth to an unconscious person.

SECTION 5 – FIRE FIGHTING MEASURES

Flash Point: Non-Flammable.

Extinguishing Media: This material is not combustible. Appropriate extinguishing media for surrounding fire should be used.

Hazardous Combustion Products: No hazardous combustion products are known.

Special protective equipment for fire fighters: In the event of a fire, wear self-contained breathing apparatus.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

Spills/Leaks: Measures should be taken to minimize and protect against airborne dust during cleanup operations, including use of respiratory protective equipment if necessary

Environmental precautions: No special environmental precautions required

Methods and materials for Containment and cleaning up: Wipe up with absorbent material (e.g. cloth, fleece).
Keep in suitable, closed containers for disposal.

SECTION 7 – HANDLING AND STORAGE

Advice on Safe Handling: For personal protection see section 8.
No special handling advice required.

Conditions for safe storage: Keep container tightly closed in a dry and well-ventilated place.

Materials to avoid: Do not store near acids.

SECTION 8 – EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients	CAS #	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Limestone	1317-65-3	TWA (Respirable)	5 mg/m3	NIOSH REL
		TWA (Total)	10 mg/m3	NIOSH REL
		TWA (Total dust)	15 mg/m3	OSHA Z-1

		TWA (respirable fraction)	5 mg/m3	OSHA Z-1
		TWA (Total dust)	15 mg/m3	OSHA P0
		TWA (Respirable)	5 mg/m3	OSHA P0

Personal Protective Equipment

Respiratory Protection: If engineering controls and work practices are not effective in controlling exposures, appropriate personal protective equipment including a NIOSH/OSHA approved dust respirator should be worn.

Hand protection remarks: For prolonged or repeated contact, use protective gloves.

Eye protection: Safety Glasses

Skin and body protection: Protective suit

Hygiene measures: General industrial hygiene practice.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Aqueous slurry
Color: White
Odor: Characteristic
Solubility in Water: 0.014 g/L @ 20˚C
Specific Gravity (of solids): 2.71 g/ml
Density of product as sold: 1.6-2.0 g/mL (Density depends on the solids content of the dispersion)
pH: 9.5
Flash Point: Non-Flammable
Flammability (solid, gas): Does not ignite
Upper explosion limit: Not applicable
Lower explosion limit: Not applicable
Vapor pressure: 23 hPa (20˚ C, aqueous phase)
Freezing point: 0˚ C
Boiling Point: 100˚ C
Thermal Decomposition: >400˚C
Viscosity 100-2000 cps (Brookfield, spindle 3 or 4, 100rpm)

SECTION 10 – STABILITY AND REACTIVITY

Reactivity: Stable under recommended storage conditions.

Chemical Stability: No Decomposition if stored and applied as directed.

Incompatibility (Material to Avoid): Reacts with acids and liberates carbon dioxide. This displaces the oxygen in the air in closed spaces (danger of suffocation). Also incompatible with alum and ammonium salts.

Hazardous Decomposition Products: Thermal decomposition can produce calcium oxide and carbon dioxide.

SECTION 11 – TOXILOGICAL INFORMATION

Acute toxicity

Product:
Acute oral toxicity LD50 Oral (Rat) >5,000 mg/kg

Ingredients:
Limestone:
Acute oral toxicity: LD50 Oral (Rat) >5,000 mg/kg

Skin corrosion/irritation
No data available

Serious eye damage/eye irritation
No data available

Respiratory or skin sensitization

Product:
No data available

Germ cell mutagenicity
No data available

Carcinogenicity
No data available

Reproductive toxicity
No data available

STOT-single exposure
No data available

STOT-repeated exposure
No data available

SECTION 12 – ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Toxicity to fish:	LC50 (Oncorhynchus mykiss (rainbow trout)): 10,000 mg/l Exposure time: 96 h
Toxitiy to daphnia and other: aquatic invertebrates	ED50 (Daphnia magna (Water flea)): >1,000 mg/l Exposure time: 48 h
Toxicity to algae:	ED50 (Desmodesmus subspicatus (green algae)): >200 mg/l Exposure time: 72 h

Ingredients:
Limestone:

Toxicity to fish:	LC50 (Oncorhynchus mykiss (rainbow trout)): 10,000 mg/l Exposure time: 96 h
Toxitiy to daphnia and other: aquatic invertebrates	ED50 (Daphnia magna (Water flea)): >1,000 mg/l Exposure time: 48 h
Toxicity to algae:	ED50 (Desmodesmus subspicatus (green algae)): >200 mg/l Exposure time: 72 h

Persistence and degradability

Product:
Biodegradability: Not applicable

Bioaccumulative potential

Ingredients:
Limestone:
Partition coefficient: n-octanol/water — Not applicable

Mobility in soil
No data available

Other adverse effects

Product:
Regulation — 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone – CAA Section 602 Class I Substances

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, APP. A+B).

Additional ecological information: In solid state, these minerals are a major part of the rocks of the earth's surface.

Ingredients:
Limestone:
Results of PBT and vPvB: assessment — Non-classified PBT substance, Non-classified vPvB substance

---

SECTION 13 – DISPOSAL CONSIDERATIONS

From a waste perspective, this product is not considered hazardous and may be disposed of as solid waste in accordance with applicable federal, state, provincial, and local regulations.

SECTION 14 – TRANSPORT INFORMATION

International Regulation

Transport in Bulk according to Annex II of MARPOL 73/78 and the IBC Code
Not applicable for product as supplied.

Domestic regulation
Not a DOT hazardous material. Local regulations may apply.

SECTION 15 – REGULATORY INFORMATION

OSHA Hazards: No OSHA Hazards

EPCRA – Emergency Planning and Community Right-to-Know

CERCLA Reportable Quantity
This material does not contain any components with a CRCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity
This material does not contain any components with a section 304 EHS RQ

SARA 311/312 Hazards:
No SARA Hazards

SARA 302:
No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

SARA 313:
This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III< Section 313.

Clean Air Act:
This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).

This Product does not contain any chemicals listed under the U.S. Clean Air Act Section 112® for Accidental Release Prevention (40 CFR 68.130, Subpart F)

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489

Clean Water Act:
This product does not contain any Hazardous Substances listed under the U.S. Clean Water Act, Section 311, Table 116.4A

This product does not contain any Hazardous Chemicals listed under the U.S. Clean Water Act, Section 311, Table 117.3

This Product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

TSCA:
This product primarily is natural calcium carbonate from limestone ore which is listed on the U.S. EPA TSCA inventory under Limestone, CAS# 1317-65-3. In addition, all other ingredients and/or processing aids are also on the TSCA inventory.

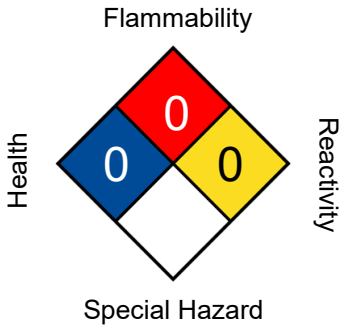
DSL:
By virtue of its status as a "substance occurring in nature", ground limestone is considered to be on the Canadian Domestic Substances List. In addition, all other ingredients and/or processing aids are also on the DSL.

CONEG:
Being derived from limestone ore, this product may contain incidental trace levels of naturally occurring metals. However, no metals are intentionally added and this product complies with the CONEG requirement of <100 ppm of Cd, Cr^{+6}, Pb, and Hg.

ODCs:
This product does not contain, nor is it produced with, any U.S. EPA-defined Class I or Class II ozone-depleting chemicals.

SECTION 16 – OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	1*
FLAMMABILITY	0
PHYSICAL HAZARD	0

Prepared by Technical Support Group

The information contained herein has been compiled by Columbia River Carbonates from sources it considers reliable, and is accurate to the best of Columbia River Carbonates' knowledge. Before using the product identified hereon, the foregoing SDS and the product label should be read carefully. The information contained herein relates only to the product identified hereon, and does not relate to its use in combination with any other material or in any process. Customers are encouraged to conduct their own tests concerning the use of the product identified hereon as each customer's manner and conditions of use and handling may involve additional considerations. Columbia River Carbonates assumes and shall incur no liability for any damages, losses, injures, costs, or consequential damages that may result from the uses or misuse of the product identified hereon, and the recipient assumes all of such liability.

THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

31-Mar-2026

Report For: Columbia River Carbonates
300 N Pekin Rd.
Woodland, WA 98674
Attn: Leif Backstrom

Sample Identification:
MICRONA AquaCal 150 (MICRONA Limestone Slurry)
From: Columbia River Carbonates, Woodland, WA

Date Received: 23-Mar-2026

Laboratory Number: 477631A

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units	Detection Limit-	Analysis Date/Analyst
EPA 6010					
	Arsenic (As), Total	< 0.5	mg/Kg	0.01	03-24-26 DS
	Cadmium (Cd), Total	< 0.1	mg/Kg	0.01	03-24-26 DS
	Chromium (Cr), Total	0.2	mg/Kg	0.01	03-24-26 DS
	Cobalt (Co), Total	< 0.1	mg/Kg	0.01	03-24-26 DS
	Copper (Cu), Total	0.2	mg/Kg	0.01	03-24-26 DS
	Lead (Pb), Total	< 0.7	mg/Kg	0.01	03-24-26 DS
EPA 7473					
	Mercury (Hg), Total	< 0.01	mg/Kg	0.01	03-27-26 JF
EPA 6010					
	Molybdenum (Mo), Total	< 0.3	mg/Kg	0.01	03-24-26 DS
	Nickel (Ni), Total	0.3	mg/Kg	0.01	03-24-26 DS
	Zinc (Zn), Total	1.5	mg/Kg	0.01	03-24-26 DS
	Selenium (Se), Total	< 0.3	mg/Kg	0.10	03-24-26 DS
	Silver (Ag), Total	< 0.4	mg/Kg	0.01	03-24-26 DS
EPA 3050B					
	Digestion/Preparation for Analysis			2.0274-100	03-24-26 SR

Note: A result with "<" is below the limit of detection.

Hugh B Rodrigues
VP Lab Operations

Thornton Laboratories Testing & Inspection Services, Inc. is a recognized member of AAPFCO- Lab Services committee and also by numerous States as a competent 3rd party referee lab (Florida, California, Washington, Oregon, Texas, Kentucky etc.) and a member of TFI. We participate in the Magruder Proficiency Testing program for fertilizer materials and follow GLP guidelines as part of our QA/QC protocol.

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

COLUMBIA RIVER CARBONATES

300 North Pekin Road
Woodland, WA 98674

Office (360) 225-6505

Certificate of Analysis

Attn: City of Spokane
City of Spokane
Spokane, WA 99205

Ship-To Name: City of Spokane

Product	**MICRONA™ AquaCal 150**
Description	Ground Limestone Slurry
Lot Number	XX/XX/XXXX
Bill of Lading	XXXXXX
PO#	XXXXXX

			Specification Limits	
Test	**Unit**	**Result**	**Min**	**Max**
Solids	%	75.80	75	77
Lbs/gallon	lbs/gallon	15.99		
pH		9.60		

Thank You for Your Order.
If you have any questions, please contact your Sales Representative.

eurofins | Environment Testing

ANALYTICAL REPORT

PREPARED FOR

Attn: Leif Backstrom
Columbia River Carbonates
300 North Pekin Road
Woodland, Washington 98674

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JOB DESCRIPTION

Limestone Slurry, PCB Congeners

JOB NUMBER

320-131381-1

Eurofins Sacramento
880 Riverside Parkway
West Sacramento CA 95605

See page two for job notes and contact information.

Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Northern California, LLC Project Manager.

Authorization



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Authorized for release by
David Alltucker, Project Manager I
David.Alltucker@et.eurofinsus.com
(916)374-4383

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Definitions/Glossary

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Qualifiers

Dioxin

Qualifier	Qualifier Description
*5-	Isotope dilution analyte is outside acceptance limits, low biased.
B	Compound was found in the blank and sample.
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.
q	The reported result is the estimated maximum possible concentration of this analyte, quantitated using the theoretical ion ratio. The measured ion ratio does not meet qualitative identification criteria and indicates a possible interference.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Job Narrative
320-131381-1

The analytical test results presented in this report meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page, unless otherwise noted. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable. Regulated compliance samples (e.g. SDWA, NPDES) must comply with associated agency requirements/permits.

- Matrix-specific batch QC (e.g., MS, MSD, SD) may not be reported when insufficient sample volume is available or when site-specific QC samples are not submitted. In such cases, a Laboratory Control Sample Duplicate (LCSD) may be analyzed to provide precision data for the batch.
- For samples analyzed using surrogate and/or isotope dilution analytes, any recoveries falling outside of established acceptance criteria are re-prepared and/or re-analyzed to confirm results, unless the deviation is due to sample dilution or otherwise explained in the case narrative.

Receipt
The samples were received on 4/6/2026 10:15 AM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 20.8°C.

Receipt Exceptions
The container label for the following samples did not match the information listed on the Chain-of-Custody (COC): MICRONA AquaCal (Limestone Slurry) (320-131381-1) and Optical (Limestone Slurry) (320-131381-2). Container does not have times. Sample logged in and labeled according to COC.

Hi-Res PCBs
Method 1668C: The Isotope Dilution Analyte (IDA) recovery associated with the following samples is below the method recommended limit: (LCS 320-910445/2-A) and (LCSD 320-910445/3-A). Generally, data quality is not considered affected if the IDA signal-to-noise ratio is greater than 10:1, which is achieved for all IDA in the samples.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Detection Summary

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Client Sample ID: MICRONA AquaCal (Limestone Slurry) — Lab Sample ID: 320-131381-1

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
PCB-1	3.3	J B	96	0.50	pg/g	1		1668C	Total/NA
PCB-3	4.0	J B	960	0.45	pg/g	1		1668C	Total/NA
PCB-11	43	J B	960	4.3	pg/g	1		1668C	Total/NA
PCB-18/30	1.3	J q B	190	0.74	pg/g	1		1668C	Total/NA
PCB-19	1.8	J q	96	0.96	pg/g	1		1668C	Total/NA
PCB-20/28	4.4	J B	290	1.0	pg/g	1		1668C	Total/NA
PCB-21/33	1.8	J B	190	0.98	pg/g	1		1668C	Total/NA
PCB-31	2.5	J B	96	0.90	pg/g	1		1668C	Total/NA
PCB-37	2.3	J q B	96	0.92	pg/g	1		1668C	Total/NA
PCB-44/47/65	4.9	J q B	290	3.4	pg/g	1		1668C	Total/NA
PCB-82	3.3	J	96	1.3	pg/g	1		1668C	Total/NA
PCB-83/99	10	J B	190	1.1	pg/g	1		1668C	Total/NA
PCB-84	3.0	J q	96	1.2	pg/g	1		1668C	Total/NA
PCB-85/116/117	2.5	J q	290	0.81	pg/g	1		1668C	Total/NA
PCB-86/87/97/109/119/125	15	J	570	0.86	pg/g	1		1668C	Total/NA
PCB-90/101/113	18	J B	290	0.91	pg/g	1		1668C	Total/NA
PCB-92	2.3	J	96	1.1	pg/g	1		1668C	Total/NA
PCB-95	9.7	J B	96	0.99	pg/g	1		1668C	Total/NA
PCB-104	1.5	J	96	0.16	pg/g	1		1668C	Total/NA
PCB-105	18	J B	19	0.72	pg/g	1		1668C	Total/NA
PCB-107	2.0	J	190	0.67	pg/g	1		1668C	Total/NA
PCB-110/115	24	J B	190	0.75	pg/g	1		1668C	Total/NA
PCB-118	40	B	19	0.74	pg/g	1		1668C	Total/NA
PCB-123	1.8	J	9.6	0.81	pg/g	1		1668C	Total/NA
PCB-128/166	6.5	J q B	190	0.51	pg/g	1		1668C	Total/NA
PCB-129/138/160/163	33	J B	380	0.52	pg/g	1		1668C	Total/NA
PCB-130	2.1	J q	96	0.71	pg/g	1		1668C	Total/NA
PCB-132	8.3	J B	96	0.66	pg/g	1		1668C	Total/NA
PCB-136	1.3	J	96	0.43	pg/g	1		1668C	Total/NA
PCB-137	1.9	J q	96	0.62	pg/g	1		1668C	Total/NA
PCB-141	4.0	J	96	0.57	pg/g	1		1668C	Total/NA
PCB-146	3.3	J q	96	0.57	pg/g	1		1668C	Total/NA
PCB-147/149	10	J B	190	0.57	pg/g	1		1668C	Total/NA
PCB-153/168	18	J B	190	0.45	pg/g	1		1668C	Total/NA
PCB-156/157	10	J B	19	0.72	pg/g	1		1668C	Total/NA
PCB-158	4.4	J	96	0.40	pg/g	1		1668C	Total/NA
PCB-164	2.0	J	96	0.44	pg/g	1		1668C	Total/NA
PCB-167	3.1	J B	9.6	0.47	pg/g	1		1668C	Total/NA
PCB-170	4.0	J	96	0.63	pg/g	1		1668C	Total/NA
PCB-174	1.9	J q	96	0.64	pg/g	1		1668C	Total/NA
PCB-177	1.5	J	96	0.69	pg/g	1		1668C	Total/NA
PCB-179	0.47	J q	96	0.20	pg/g	1		1668C	Total/NA
PCB-180/193	8.5	J B	190	0.52	pg/g	1		1668C	Total/NA
PCB-182	0.33	J q	96	0.25	pg/g	1		1668C	Total/NA
PCB-183	2.0	J q	96	0.55	pg/g	1		1668C	Total/NA
PCB-187	4.5	J B	96	0.24	pg/g	1		1668C	Total/NA
PCB-190	0.88	J q	96	0.44	pg/g	1		1668C	Total/NA
PCB-194	3.8	J q	96	1.2	pg/g	1		1668C	Total/NA
PCB-196	0.71	J q	96	0.59	pg/g	1		1668C	Total/NA
PCB-198/199	5.5	J	190	0.65	pg/g	1		1668C	Total/NA
PCB-202	1.1	J	96	0.48	pg/g	1		1668C	Total/NA

This Detection Summary does not include radiochemical test results.

Detection Summary

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Client Sample ID: MICRONA AquaCal (Limestone Slurry) (Continued)

Lab Sample ID: 320-131381-1

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
PCB-203	4.8	J	96	0.57	pg/g	1		1668C	Total/NA

This Detection Summary does not include radiochemical test results.

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Client Sample ID: MICRONA AquaCal (Limestone Slurry)
Date Collected: 04/02/26 11:00
Date Received: 04/06/26 10:15

Lab Sample ID: 320-131381-1
Matrix: Solid

Method: EPA 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1	**3.3**	**J B**	96	0.50	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-2	ND		96	0.50	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-3	**4.0**	**J B**	960	0.45	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-4	ND		96	3.9	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-5	ND		96	4.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-6	ND		96	4.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-7	ND		96	4.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-8	ND		96	4.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-9	ND		96	4.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-10	ND		96	2.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-11	**43**	**J B**	960	4.3	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-12/13	ND		190	4.3	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-14	ND		96	4.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-15	ND		96	3.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-16	ND		96	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-17	ND		96	0.82	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-18/30	**1.3**	**J q B**	190	0.74	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-19	**1.8**	**J q**	96	0.96	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-20/28	**4.4**	**J B**	290	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-21/33	**1.8**	**J B**	190	0.98	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-22	ND		96	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-23	ND		96	0.92	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-24	ND		96	0.61	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-25	ND		96	0.98	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-26/29	ND		190	0.94	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-27	ND		96	0.61	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-31	**2.5**	**J B**	96	0.90	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-32	ND		96	0.56	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-34	ND		96	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-35	ND		96	0.96	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-36	ND		96	0.98	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-37	**2.3**	**J q B**	96	0.92	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-38	ND		96	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-39	ND		96	0.86	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-40/71	ND		190	3.6	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-41	ND		96	4.5	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-42	ND		96	3.9	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-43	ND		96	5.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-44/47/65	**4.9**	**J q B**	290	3.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-45/51	ND		190	3.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-46	ND		96	4.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-48	ND		96	3.5	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-49/69	ND		190	3.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-50/53	ND		190	3.8	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-52	ND		96	4.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-54	ND		96	1.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-55	ND		96	6.6	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-56	ND		96	6.5	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-57	ND		96	6.5	pg/g		04/06/26 17:10	04/09/26 02:55	1

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Client Sample ID: MICRONA AquaCal (Limestone Slurry)
Date Collected: 04/02/26 11:00
Date Received: 04/06/26 10:15

Lab Sample ID: 320-131381-1
Matrix: Solid

Method: EPA 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-58	ND		96	6.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-59/62/75	ND		290	2.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-60	ND		96	6.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-61/70/74/76	ND		380	6.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-63	ND		96	6.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-64	ND		96	2.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-66	ND		96	6.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-67	ND		96	6.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-68	ND		96	5.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-72	ND		96	6.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-73	ND		96	2.6	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-77	ND		9.6	6.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-78	ND		96	6.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-79	ND		96	5.5	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-80	ND		96	4.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-81	ND		9.6	7.7	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-82	**3.3**	**J**	96	1.3	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-83/99	**10**	**J B**	190	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-84	**3.0**	**J q**	96	1.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-85/116/117	**2.5**	**J q**	290	0.81	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-86/87/97/109/119/125	**15**	**J**	570	0.86	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-88/91	ND		190	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-89	ND		96	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-90/101/113	**18**	**J B**	290	0.91	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-92	**2.3**	**J**	96	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-93/100	ND		190	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-94	ND		96	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-95	**9.7**	**J B**	96	0.99	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-96	ND		96	0.15	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-98/102	ND		190	1.1	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-103	ND		96	0.93	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-104	**1.5**	**J**	96	0.16	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-105	**18**	**J B**	19	0.72	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-106	ND		96	0.77	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-107	**2.0**	**J**	190	0.67	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-108/124	ND		190	0.74	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-110/115	**24**	**J B**	190	0.75	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-111	ND		96	0.68	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-112	ND		96	0.84	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-114	ND		9.6	0.77	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-118	**40**	**B**	19	0.74	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-120	ND		96	0.72	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-121	ND		96	0.60	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-122	ND		96	0.89	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-123	**1.8**	**J**	9.6	0.81	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-126	ND		9.6	0.72	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-127	ND		96	0.74	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-128/166	**6.5**	**J q B**	190	0.51	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-129/138/160/163	**33**	**J B**	380	0.52	pg/g		04/06/26 17:10	04/09/26 02:55	1

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Client Sample ID: MICRONA AquaCal (Limestone Slurry)
Date Collected: 04/02/26 11:00
Date Received: 04/06/26 10:15

Lab Sample ID: 320-131381-1
Matrix: Solid

Method: EPA 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-130	**2.1**	**J q**	96	0.71	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-131	ND		96	0.61	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-132	**8.3**	**J B**	96	0.66	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-133	ND		96	0.64	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-134/143	ND		190	0.61	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-135/151	ND		190	0.58	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-136	**1.3**	**J**	96	0.43	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-137	**1.9**	**J q**	96	0.62	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-139/140	ND		190	0.53	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-141	**4.0**	**J**	96	0.57	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-142	ND		96	0.59	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-144	ND		96	0.56	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-145	ND		96	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-146	**3.3**	**J q**	96	0.57	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-147/149	**10**	**J B**	190	0.57	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-148	ND		96	0.51	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-150	ND		96	0.39	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-152	ND		96	0.42	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-153/168	**18**	**J B**	190	0.45	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-154	ND		96	0.53	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-155	ND		96	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-156/157	**10**	**J B**	19	0.72	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-158	**4.4**	**J**	96	0.40	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-159	ND		96	0.56	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-161	ND		96	0.46	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-162	ND		96	0.49	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-164	**2.0**	**J**	96	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-165	ND		96	0.48	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-167	**3.1**	**J B**	9.6	0.47	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-169	ND		9.6	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-170	**4.0**	**J**	96	0.63	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-171/173	ND		190	0.66	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-172	ND		96	0.65	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-174	**1.9**	**J q**	96	0.64	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-175	ND		96	0.26	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-176	ND		96	0.20	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-177	**1.5**	**J**	96	0.69	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-178	ND		96	0.25	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-179	**0.47**	**J q**	96	0.20	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-180/193	**8.5**	**J B**	190	0.52	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-181	ND		96	0.62	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-182	**0.33**	**J q**	96	0.25	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-183	**2.0**	**J q**	96	0.55	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-184	ND		96	0.17	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-185	ND		96	0.63	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-186	ND		96	0.20	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-187	**4.5**	**J B**	96	0.24	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-188	ND		96	0.18	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-189	ND		9.6	1.0	pg/g		04/06/26 17:10	04/09/26 02:55	1

Client Sample ID: MICRONA AquaCal (Limestone Slurry)
Lab Sample ID: 320-131381-1

Date Collected: 04/02/26 11:00
Matrix: Solid
Date Received: 04/06/26 10:15

Method: EPA 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-190	**0.88**	**J q**	96	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-191	ND		96	0.46	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-192	ND		96	0.54	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-194	**3.8**	**J q**	96	1.2	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-195	ND		96	1.4	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-196	**0.71**	**J q**	96	0.59	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-197	ND		96	0.41	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-198/199	**5.5**	**J**	190	0.65	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-200	ND		96	0.47	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-201	ND		96	0.48	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-202	**1.1**	**J**	96	0.48	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-203	**4.8**	**J**	96	0.57	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-204	ND		96	0.44	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-205	ND		96	0.86	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-206	ND		96	17	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-207	ND		96	12	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-208	ND		96	11	pg/g		04/06/26 17:10	04/09/26 02:55	1
PCB-209	ND		96	1.9	pg/g		04/06/26 17:10	04/09/26 02:55	1

Isotope Dilution	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
PCB-1L	*34*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-3L	*39*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-4L	*39*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-15L	*41*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-19L	*40*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-37L	*41*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-54L	*40*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-77L	*41*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-81L	*39*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-104L	*38*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-105L	*47*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-114L	*46*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-118L	*45*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-123L	*45*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-126L	*51*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-155L	*39*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-156L/157L	*53*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-167L	*52*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-169L	*58*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-188L	*45*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-189L	*57*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-202L	*49*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-205L	*57*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-206L	*51*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-208L	*53*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-209L	*31*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
PCB-28L	*45*		*5 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*
PCB-111L	*53*		*10 - 145*	*04/06/26 17:10*	*04/09/26 02:55*	*1*

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Client Sample ID: MICRONA AquaCal (Limestone Slurry) **Lab Sample ID: 320-131381-1**
Date Collected: 04/02/26 11:00 **Matrix: Solid**
Date Received: 04/06/26 10:15

Method: EPA 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
PCB-178L	58		10 - 145	04/06/26 17:10	04/09/26 02:55	1

Surrogate Summary

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)		
		PCB28L	PCB111L	PCB178L
Lab Sample ID	Client Sample ID	(5-145)	(10-145)	(10-145)
320-131381-1	MICRONA AquaCal (Limestone	45	53	58
MB 320-910445/1-A	Method Blank	39	48	55

Surrogate Legend

PCB28L = PCB-28L
PCB111L = PCB-111L
PCB178L = PCB-178L

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)		
		PCB28L	PCB111L	PCB178L
Lab Sample ID	Client Sample ID	(15-145)	(40-145)	(40-145)
LCS 320-910445/2-A	Lab Control Sample	42	49	53
LCSD 320-910445/3-A	Lab Control Sample Dup	44	52	58

Surrogate Legend

PCB28L = PCB-28L
PCB111L = PCB-111L
PCB178L = PCB-178L

Isotope Dilution Summary

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Matrix: Solid

Prep Type: Total/NA

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	PCB1L (5-145)	PCB3L (5-145)	PCB4L (5-145)	PCB15L (5-145)	PCB19L (5-145)	PCB37L (5-145)	PCB54L (5-145)	PCB77L (10-145)
320-131381-1	MICRONA AquaCal (Limestone	34	39	39	41	40	41	40	41
MB 320-910445/1-A	Method Blank	33	35	35	32	33	29	31	30

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	PCB81L (10-145)	PCB104L (10-145)	PCB105L (10-145)	PCB114L (10-145)	PCB118L (10-145)	PCB123L (10-145)	PCB126L (10-145)	PCB155L (10-145)
320-131381-1	MICRONA AquaCal (Limestone	39	38	47	46	45	45	51	39
MB 320-910445/1-A	Method Blank	30	28	35	33	33	33	40	22

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	156157L (10-145)	PCB167L (10-145)	PCB169L (10-145)	PCB188L (10-145)	PCB189L (10-145)	PCB202L (10-145)	PCB205L (10-145)	PCB206L (10-145)
320-131381-1	MICRONA AquaCal (Limestone	53	52	58	45	57	49	57	51
MB 320-910445/1-A	Method Blank	42	39	46	27	44	31	44	39

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	PCB208L (10-145)	PCB209L (10-145)						
320-131381-1	MICRONA AquaCal (Limestone	53	31						
MB 320-910445/1-A	Method Blank	28	16						

Surrogate Legend

PCB1L = PCB-1L
PCB3L = PCB-3L
PCB4L = PCB-4L
PCB15L = PCB-15L
PCB19L = PCB-19L
PCB37L = PCB-37L
PCB54L = PCB-54L
PCB77L = PCB-77L
PCB81L = PCB-81L
PCB104L = PCB-104L
PCB105L = PCB-105L
PCB114L = PCB-114L
PCB118L = PCB-118L
PCB123L = PCB-123L
PCB126L = PCB-126L
PCB155L = PCB-155L
156157L = PCB-156L/157L
PCB167L = PCB-167L
PCB169L = PCB-169L
PCB188L = PCB-188L
PCB189L = PCB-189L
PCB202L = PCB-202L
PCB205L = PCB-205L
PCB206L = PCB-206L
PCB208L = PCB-208L
PCB209L = PCB-209L

Isotope Dilution Summary

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Matrix: Solid **Prep Type: Total/NA**

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	PCB1L (15-145)	PCB3L (15-145)	PCB4L (15-145)	PCB15L (15-145)	PCB19L (15-145)	PCB37L (15-145)	PCB54L (15-145)	PCB77L (40-145)
LCS 320-910445/2-A	Lab Control Sample	33	37	37	37	38	36	37	34 *5-
LCSD 320-910445/3-A	Lab Control Sample Dup	38	42	42	41	43	40	40	41

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	PCB81L (40-145)	PCB104L (40-145)	PCB105L (40-145)	PCB114L (40-145)	PCB118L (40-145)	PCB123L (40-145)	PCB126L (40-145)	PCB155L (40-145)
LCS 320-910445/2-A	Lab Control Sample	35 *5-	34 *5-	40	39 *5-	38 *5-	38 *5-	44	32 *5-
LCSD 320-910445/3-A	Lab Control Sample Dup	41	38 *5-	48	45	45	44	52	39 *5-

		Percent Isotope Dilution Recovery (Acceptance Limits)							
Lab Sample ID	Client Sample ID	156157L (40-145)	PCB167L (40-145)	PCB169L (40-145)	PCB188L (40-145)	PCB189L (40-145)	PCB202L (40-145)	PCB205L (40-145)	PCB206L (40-145)
LCS 320-910445/2-A	Lab Control Sample	43	42	48	35 *5-	48	39 *5-	48	44
LCSD 320-910445/3-A	Lab Control Sample Dup	54	54	60	44	60	49	58	53

		Percent Isotope Dilution Recovery (Acceptance Limits)	
Lab Sample ID	Client Sample ID	PCB208L (40-145)	PCB209L (40-145)
LCS 320-910445/2-A	Lab Control Sample	40	24 *5-
LCSD 320-910445/3-A	Lab Control Sample Dup	53	31 *5-

Surrogate Legend

PCB1L = PCB-1L
PCB3L = PCB-3L
PCB4L = PCB-4L
PCB15L = PCB-15L
PCB19L = PCB-19L
PCB37L = PCB-37L
PCB54L = PCB-54L
PCB77L = PCB-77L
PCB81L = PCB-81L
PCB104L = PCB-104L
PCB105L = PCB-105L
PCB114L = PCB-114L
PCB118L = PCB-118L
PCB123L = PCB-123L
PCB126L = PCB-126L
PCB155L = PCB-155L
156157L = PCB-156L/157L
PCB167L = PCB-167L
PCB169L = PCB-169L
PCB188L = PCB-188L
PCB189L = PCB-189L
PCB202L = PCB-202L
PCB205L = PCB-205L
PCB206L = PCB-206L
PCB208L = PCB-208L
PCB209L = PCB-209L

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS)

Lab Sample ID: MB 320-910445/1-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 910445

Analyte	MB Result	MB Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1	0.385	J q	20	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-2	ND		20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-3	0.669	J q	200	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-4	ND		20	2.7	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-5	ND		20	0.78	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-6	ND		20	0.77	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-7	ND		20	0.71	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-8	ND		20	0.75	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-9	ND		20	0.79	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-10	ND		20	1.6	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-11	14.3	J	200	0.76	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-12/13	ND		40	0.76	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-14	ND		20	0.75	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-15	1.27	J q	20	0.67	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-16	ND		20	0.29	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-17	0.358	J q	20	0.22	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-18/30	0.634	J q	40	0.20	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-19	ND		20	0.24	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-20/28	1.48	J	60	0.27	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-21/33	0.671	J	40	0.27	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-22	0.425	J q	20	0.27	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-23	ND		20	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-24	ND		20	0.16	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-25	ND		20	0.26	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-26/29	ND		40	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-27	ND		20	0.16	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-31	0.917	J	20	0.24	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-32	ND		20	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-34	ND		20	0.28	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-35	ND		20	0.26	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-36	ND		20	0.26	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-37	0.496	J q	20	0.26	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-38	ND		20	0.28	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-39	ND		20	0.23	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-40/71	ND		40	0.77	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-41	ND		20	0.96	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-42	ND		20	0.83	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-43	ND		20	1.1	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-44/47/65	1.90	J	60	0.74	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-45/51	ND		40	0.80	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-46	ND		20	0.92	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-48	ND		20	0.76	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-49/69	ND		40	0.67	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-50/53	ND		40	0.82	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-52	ND		20	0.87	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-54	ND		20	0.24	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-55	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-56	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: MB 320-910445/1-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 910445

Analyte	MB Result	MB Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-57	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-58	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-59/62/75	ND		60	0.58	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-60	ND		20	1.4	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-61/70/74/76	ND		80	1.4	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-63	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-64	ND		20	0.59	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-66	ND		20	1.4	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-67	ND		20	1.4	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-68	ND		20	1.2	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-72	ND		20	1.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-73	ND		20	0.56	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-77	ND		2.0	1.6	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-78	ND		20	1.4	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-79	ND		20	1.2	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-80	ND		20	1.1	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-81	ND		2.0	1.7	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-82	ND		20	0.31	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-83/99	0.668	J q	40	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-84	ND		20	0.27	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-85/116/117	ND		60	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-86/87/97/109/119/125	ND		120	0.20	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-88/91	ND		40	0.24	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-89	ND		20	0.26	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-90/101/113	1.42	J	60	0.21	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-92	ND		20	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-93/100	ND		40	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-94	ND		20	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-95	0.775	J	20	0.23	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-96	ND		20	0.049	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-98/102	ND		40	0.25	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-103	ND		20	0.22	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-104	ND		20	0.052	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-105	1.26	J	4.0	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-106	ND		20	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-107	ND		40	0.16	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-108/124	ND		40	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-110/115	1.82	J q	40	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-111	ND		20	0.16	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-112	ND		20	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-114	ND		2.0	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-118	2.62	J	4.0	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-120	ND		20	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-121	ND		20	0.14	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-122	ND		20	0.21	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-123	ND		2.0	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-126	ND		2.0	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-127	ND		20	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-128/166	0.538	J q	40	0.091	pg/g		04/06/26 17:10	04/09/26 01:53	1

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: MB 320-910445/1-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 910445

Analyte	MB Result	MB Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-129/138/160/163	2.74	J	80	0.095	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-130	ND		20	0.13	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-131	ND		20	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-132	0.652	J	20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-133	ND		20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-134/143	ND		40	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-135/151	ND		40	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-136	ND		20	0.078	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-137	ND		20	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-139/140	ND		40	0.095	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-141	ND		20	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-142	ND		20	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-144	ND		20	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-145	ND		20	0.079	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-146	ND		20	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-147/149	0.662	J q	40	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-148	ND		20	0.092	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-150	ND		20	0.070	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-152	ND		20	0.077	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-153/168	1.47	J	40	0.082	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-154	ND		20	0.095	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-155	ND		20	0.10	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-156/157	1.10	J	4.0	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-158	ND		20	0.073	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-159	ND		20	0.14	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-161	ND		20	0.084	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-162	ND		20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-164	ND		20	0.079	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-165	ND		20	0.087	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-167	0.358	J q	2.0	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-169	ND		2.0	0.11	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-170	ND		20	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-171/173	ND		40	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-172	ND		20	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-174	ND		20	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-175	ND		20	0.082	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-176	ND		20	0.061	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-177	ND		20	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-178	ND		20	0.078	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-179	ND		20	0.062	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-180/193	0.669	J q	40	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-181	ND		20	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-182	ND		20	0.077	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-183	ND		20	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-184	ND		20	0.054	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-185	ND		20	0.18	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-186	ND		20	0.062	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-187	0.335	J q	20	0.073	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-188	ND		20	0.067	pg/g		04/06/26 17:10	04/09/26 01:53	1

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: MB 320-910445/1-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 910445

Analyte	MB Result	MB Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-189	ND		2.0	0.23	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-190	ND		20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-191	ND		20	0.13	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-192	ND		20	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-194	ND		20	0.38	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-195	ND		20	0.42	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-196	ND		20	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-197	ND		20	0.12	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-198/199	ND		40	0.19	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-200	ND		20	0.14	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-201	ND		20	0.14	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-202	ND		20	0.15	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-203	ND		20	0.17	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-204	ND		20	0.13	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-205	ND		20	0.24	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-206	ND		20	4.5	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-207	ND		20	3.8	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-208	ND		20	4.3	pg/g		04/06/26 17:10	04/09/26 01:53	1
PCB-209	ND		20	0.85	pg/g		04/06/26 17:10	04/09/26 01:53	1

Isotope Dilution	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
PCB-1L	*33*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-3L	*35*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-4L	*35*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-15L	*32*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-19L	*33*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-37L	*29*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-54L	*31*		*5 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-77L	*30*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-81L	*30*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-104L	*28*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-105L	*35*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-114L	*33*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-118L	*33*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-123L	*33*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-126L	*40*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-155L	*22*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-156L/157L	*42*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-167L	*39*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-169L	*46*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-188L	*27*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-189L	*44*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-202L	*31*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-205L	*44*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-206L	*39*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-208L	*28*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*
PCB-209L	*16*		*10 - 145*	*04/06/26 17:10*	*04/09/26 01:53*	*1*

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: MB 320-910445/1-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 910445

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
PCB-28L	39		5 - 145	04/06/26 17:10	04/09/26 01:53	1
PCB-111L	48		10 - 145	04/06/26 17:10	04/09/26 01:53	1
PCB-178L	55		10 - 145	04/06/26 17:10	04/09/26 01:53	1

Lab Sample ID: LCS 320-910445/2-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 910445

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
PCB-1	200	187		pg/g		93	60 - 135
PCB-3	200	186	J	pg/g		93	60 - 135
PCB-4	200	203		pg/g		102	60 - 135
PCB-15	200	182		pg/g		91	60 - 135
PCB-19	200	189		pg/g		95	60 - 135
PCB-37	200	168		pg/g		84	60 - 135
PCB-54	200	200		pg/g		100	60 - 135
PCB-77	200	215		pg/g		108	60 - 135
PCB-81	200	233		pg/g		116	60 - 135
PCB-104	200	213		pg/g		106	60 - 135
PCB-105	200	197		pg/g		99	60 - 135
PCB-114	200	201		pg/g		100	60 - 135
PCB-118	200	207		pg/g		103	60 - 135
PCB-123	200	209		pg/g		105	60 - 135
PCB-126	200	198		pg/g		99	60 - 135
PCB-155	200	208		pg/g		104	60 - 135
PCB-156/157	400	454		pg/g		113	60 - 135
PCB-167	200	217		pg/g		108	60 - 135
PCB-169	200	229		pg/g		114	60 - 135
PCB-188	200	190		pg/g		95	60 - 135
PCB-189	200	230		pg/g		115	60 - 135
PCB-202	200	219		pg/g		110	60 - 135
PCB-205	200	196		pg/g		98	60 - 135
PCB-206	200	198		pg/g		99	60 - 135
PCB-208	200	216		pg/g		108	60 - 135
PCB-209	200	195		pg/g		98	60 - 135

Isotope Dilution	LCS %Recovery	LCS Qualifier	Limits
PCB-1L	33		15 - 145
PCB-3L	37		15 - 145
PCB-4L	37		15 - 145
PCB-15L	37		15 - 145
PCB-19L	38		15 - 145
PCB-37L	36		15 - 145
PCB-54L	37		15 - 145
PCB-77L	34	*5-	40 - 145
PCB-81L	35	*5-	40 - 145
PCB-104L	34	*5-	40 - 145
PCB-105L	40		40 - 145

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: LCS 320-910445/2-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 910445

Isotope Dilution	LCS %Recovery	LCS Qualifier	Limits
PCB-114L	39	*5-	40 - 145
PCB-118L	38	*5-	40 - 145
PCB-123L	38	*5-	40 - 145
PCB-126L	44		40 - 145
PCB-155L	32	*5-	40 - 145
PCB-156L/157L	43		40 - 145
PCB-167L	42		40 - 145
PCB-169L	48		40 - 145
PCB-188L	35	*5-	40 - 145
PCB-189L	48		40 - 145
PCB-202L	39	*5-	40 - 145
PCB-205L	48		40 - 145
PCB-206L	44		40 - 145
PCB-208L	40		40 - 145
PCB-209L	24	*5-	40 - 145

Surrogate	LCS %Recovery	LCS Qualifier	Limits
PCB-28L	42		15 - 145
PCB-111L	49		40 - 145
PCB-178L	53		40 - 145

Lab Sample ID: LCSD 320-910445/3-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 910445

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
PCB-1			200	187		pg/g		93	60 - 135	0	50
PCB-3			200	182	J	pg/g		91	60 - 135	2	50
PCB-4			200	199		pg/g		99	60 - 135	2	50
PCB-15			200	174		pg/g		87	60 - 135	4	50
PCB-19			200	194		pg/g		97	60 - 135	3	50
PCB-37			200	172		pg/g		86	60 - 135	2	50
PCB-54			200	208		pg/g		104	60 - 135	4	50
PCB-77			200	209		pg/g		105	60 - 135	3	50
PCB-81			200	229		pg/g		115	60 - 135	2	50
PCB-104			200	210		pg/g		105	60 - 135	1	50
PCB-105			200	187		pg/g		93	60 - 135	5	50
PCB-114			200	195		pg/g		97	60 - 135	3	50
PCB-118			200	194		pg/g		97	60 - 135	6	50
PCB-123			200	203		pg/g		102	60 - 135	3	50
PCB-126			200	196		pg/g		98	60 - 135	1	50
PCB-155			200	202		pg/g		101	60 - 135	3	50
PCB-156/157			400	430		pg/g		107	60 - 135	5	50
PCB-167			200	206		pg/g		103	60 - 135	5	50
PCB-169			200	215		pg/g		108	60 - 135	6	50
PCB-188			200	180		pg/g		90	60 - 135	5	50
PCB-189			200	220		pg/g		110	60 - 135	4	50
PCB-202			200	208		pg/g		104	60 - 135	6	50

Method: 1668C - Chlorinated Biphenyl Congeners (HRGC/HRMS) (Continued)

Lab Sample ID: LCSD 320-910445/3-A
Matrix: Solid
Analysis Batch: 910840

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 910445

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
PCB-205			200	185		pg/g		93	60 - 135	5	50
PCB-206			200	193		pg/g		96	60 - 135	3	50
PCB-208			200	197		pg/g		99	60 - 135	9	50
PCB-209			200	194		pg/g		97	60 - 135	1	50

Isotope Dilution	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
PCB-1L	*38*		*15 - 145*
PCB-3L	*42*		*15 - 145*
PCB-4L	*42*		*15 - 145*
PCB-15L	*41*		*15 - 145*
PCB-19L	*43*		*15 - 145*
PCB-37L	*40*		*15 - 145*
PCB-54L	*40*		*15 - 145*
PCB-77L	*41*		*40 - 145*
PCB-81L	*41*		*40 - 145*
PCB-104L	*38*	*5-	*40 - 145*
PCB-105L	*48*		*40 - 145*
PCB-114L	*45*		*40 - 145*
PCB-118L	*45*		*40 - 145*
PCB-123L	*44*		*40 - 145*
PCB-126L	*52*		*40 - 145*
PCB-155L	*39*	*5-	*40 - 145*
PCB-156L/157L	*54*		*40 - 145*
PCB-167L	*54*		*40 - 145*
PCB-169L	*60*		*40 - 145*
PCB-188L	*44*		*40 - 145*
PCB-189L	*60*		*40 - 145*
PCB-202L	*49*		*40 - 145*
PCB-205L	*58*		*40 - 145*
PCB-206L	*53*		*40 - 145*
PCB-208L	*53*		*40 - 145*
PCB-209L	*31*	*5-	*40 - 145*

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
PCB-28L	*44*		*15 - 145*
PCB-111L	*52*		*40 - 145*
PCB-178L	*58*		*40 - 145*

Specialty Organics

Prep Batch: 910445

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
320-131381-1	MICRONA AquaCal (Limestone Slurry)	Total/NA	Solid	HRMS-Sox	
MB 320-910445/1-A	Method Blank	Total/NA	Solid	HRMS-Sox	
LCS 320-910445/2-A	Lab Control Sample	Total/NA	Solid	HRMS-Sox	
LCSD 320-910445/3-A	Lab Control Sample Dup	Total/NA	Solid	HRMS-Sox	

Analysis Batch: 910840

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
320-131381-1	MICRONA AquaCal (Limestone Slurry)	Total/NA	Solid	1668C	910445
MB 320-910445/1-A	Method Blank	Total/NA	Solid	1668C	910445
LCS 320-910445/2-A	Lab Control Sample	Total/NA	Solid	1668C	910445
LCSD 320-910445/3-A	Lab Control Sample Dup	Total/NA	Solid	1668C	910445

Lab Chronicle

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Client Sample ID: MICRONA AquaCal (Limestone Slurry)
Lab Sample ID: 320-131381-1

Date Collected: 04/02/26 11:00
Matrix: Solid
Date Received: 04/06/26 10:15

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	HRMS-Sox			2.09 g	20.0 uL	910445	04/06/26 17:10	BLR	EET SAC
Total/NA	Analysis	1668C		1	1 uL	1 uL	910840	04/09/26 02:55	JBC	EET SAC

Laboratory References:

EET SAC = Eurofins Sacramento, 880 Riverside Parkway, West Sacramento, CA 95605, TEL (916)373-5600

Accreditation/Certification Summary

Client: Columbia River Carbonates
Job ID: 320-131381-1
Project/Site: Limestone Slurry, PCB Congeners

Laboratory: Eurofins Sacramento

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Washington	State	C581	05-05-26

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
1668C	HRMS-Sox	Solid	PCB-108/124
1668C	HRMS-Sox	Solid	PCB-129/138/160/163
1668C	HRMS-Sox	Solid	PCB-134/143
1668C	HRMS-Sox	Solid	PCB-45/51
1668C	HRMS-Sox	Solid	PCB-83/99

Method Summary

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Method	Method Description	Protocol	Laboratory
1668C	Chlorinated Biphenyl Congeners (HRGC/HRMS)	EPA	EET SAC
HRMS-Sox	Soxhlet Extraction	EPA	EET SAC

Protocol References:

EPA = US Environmental Protection Agency

Laboratory References:

EET SAC = Eurofins Sacramento, 880 Riverside Parkway, West Sacramento, CA 95605, TEL (916)373-5600

Sample Summary

Client: Columbia River Carbonates
Project/Site: Limestone Slurry, PCB Congeners

Job ID: 320-131381-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Sample Origin
320-131381-1	MICRONA AquaCal (Limestone Slurry)	Solid	04/02/26 11:00	04/06/26 10:15	Washington

Eurofins Env. Testing Northern California
880 Riverside Parkway
West Sacramento CA 95605
Phone: 916 373 5600

Chain of Custody Record

eurofins | Environment Testing

Client Contact	Report To: Leif Backstrom & Jeremy Weisser	Site Contact:	Date:	COC No:
Company: Columbia River Carbonates	email: LBackstrom@carbonates.com, JWeisser@	Lab Contact: David Alltucker	Carrier:	1 of 2 COCs
Address: 300 N Pekin Rd	Analysis Turnaround Time			Job No.
City/State/Zip: Woodland, WA 98674	Business Days (BD) 5			
Phone: 360-225-6505	TAT if different from Above ☐ 2 weeks ☐ 1 week ☐ 2 days ☐ 1 day			Field Sampler:
Project Name: Limestone Slurry PCB Testing				
Site: Woodland				
P O # To be paid by credit card				

Sample Identification	Sample Date	Sample Time	Sample Type	Matrix	# of Cont.	Filtered Sample	1668C - Full List (209 Comb/Coel) PCB	Sample Specific Notes:
MICRONA AquaCal (Limestone Slurry)	4/2/2026	11AM	Grab	W	1		x	Report sample tests as received

320-131381 Chain of Custody

Preservation Used: 1= Ice, 2= HCl, 3= H2SO4, 4=HNO3; 5=NaOH, 6= Other _____

Possible Hazard Identification
☒ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☐ Unknown

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☒ Disposal By Lab ☐ Archive For _____ Months

Special Instructions/QC Requirements & Comments: Do not freeze. Sample is a suspension of 75%-77% (by weight) limestone in water and is not freeze-thaw stable.

Relinquished by: Leif Backstrom	Company: Columbia River Carbonates	Date/Time: 4/2/26	Received by:	Company:	Date/Time: 4/6/26 1015
Relinquished by:	Company:	Date/Time:	Received by:	Company:	Date/Time:
Relinquished by:	Company:	Date/Time:	Received by:	Company:	Date/Time:

20.8°C

Eurofins Env. Testing Northern California
880 Riverside Parkway
West Sacramento, CA 95605
Phone: 916.373 5600

Chain of Custody Record

eurofins
Environment Testing

Client Contact	Report To: Leif Backstrom & Jeremy Weisser	Site Contact:	Date:	COC No
Company: Omya Inc.	email: LBackstrom@carbonates.com, Jweisser@c	Lab Contact: David Alltucker	Carrier:	2 of 2 COCs
Address. 4605 Duke Drive, Suite 700	Analysis Turnaround Time			Job No.
City/State/Zip Mason OH 45040	Business Days (BD) 5			
Phone	TAT if different from Above ☐ 2 weeks ☐ 1 week ☐ 2 days ☐ 1 day			Field Sampler:
Project Name. Limestone Slurry PCB Testing				
Site. Woodland				
P O # To be paid by credit card				

Sample Identification	Sample Date	Sample Time	Sample Type	Matrix	# of Cont.	Filtered Sample	1668C - Full List (209 Comb/Coel) PCB	Sample Specific Notes.
Optical (Limestone Slurry)	4/2/2026	11AM	Grab	W	1		x	This is the same sample as MICRONA AquaCal, and only needs to be tested once, but reported on a separate report from the AquaCal report

Preservation Used: 1= Ice, 2= HCl, 3= H2SO4, 4=HNO3; 5=NaOH, 6= Other _____

Possible Hazard Identification
☒ *Non-Hazard* ☐ *Flammable* ☐ *Skin Irritant* ☐ *Poison B* ☐ *Unknown*

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ *Return To Client* ☒ *Disposal By Lab* ☐ *Archive For* _____ *Months*

Special Instructions/QC Requirements & Comments. This is the same sample as AquaCal, but with a different name since we toll produce it for another company The test only needs to be performed once, but reported on a separate report with the Optical (Limestone Slurry) name.

Relinquished by: Leif Backstrom	Company: Columbia River Carbonates	Date/Time: 4/2/26	Received by:	Company: ECT	Date/Time: 4/6/26 1015
Relinquished by:	Company:	Date/Time:	Received by:	Company:	Date/Time:
Relinquished by:	Company:	Date/Time:	Received by:	Company:	Date/Time:

20.8°

4/13/2026

eurofins | Environment Testing	Document Title: Sample Receiving Notes		
	Eurofins Document Reference : S-SR-FRM72109	Revision: 3	Historical Reference: QA-812
	Effective date : 18 Jul 2025		Issued by: XE8X

Loc. 320
131381

Job _____ _____

Tracking # 17 518 728 01 7865 3783

SO / PO / FO / SAT / 2-Day / Ground / UPS / CDO / Courier

GSL / OnTrac / Goldstreak / USPS / Other_____

Use this form to record Sample Custody Seal, Cooler Custody Seal, Temperature & corrected Temperature & other observations
File in the job folder with the COC

Therm ID L13 Corr Factor (+/-) NA °C

Ice_____ Wet_____ Gel _____ Other none

Cooler Custody Seal _____

Cooler ID _____

Temp Observed 20.8 °C Corrected 20.8 °C

From Temp Blank ☐ Sandwich ☐ Sidewall ☐

Opening/Processing The Shipment	Yes	No	NA
Cooler compromised/tampered with?	☐	☒	☐
Cooler Temperature is acceptable?	☒	☐	☐
Frozen samples show signs of thaw?	☐	☐	☒

Initials SO Date 4/16/26

Unpacking/Labeling The Samples	Yes	No	NA
Containers are not broken or leaking?	☒	☐	☐
Samples compromised/tampered with?	☐	☒	☐
COC is complete w/o discrepancies	☒	☐	☐
Sample custody seal?	☐	☐	☒
Sample containers have legible labels?	☒	☐	☐
Sample date/times are provided?	☒	☐	☐
Appropriate containers are used?	☒	☐	☐
Sample bottles are completely filled?	☒	☐	☐
Sample preservatives verified?	☐	☐	☒
Is the Field Sampler's name on COC?	☐	☒	☐
Samples w/o discrepancies?	☐	☒	☐
Zero headspace?*	☐	☐	☒
Alkalinity has no headspace?	☐	☐	☒
Perchlorate has headspace? (Methods 314, 331, 6850)	☐	☐	☒
Multiphasic samples are not present?	☒	☐	☐

Containers requiring zero headspace have no headspace, or bubble < 6 mm (1/4')

Initials SO Date 4/16/26

Notes _____

no cooling agent

(1)(2) no timer

Trizma Lot #(s) _____

Ammonium Acetate Lot #(s) _____

Login Completion	Yes	No	NA
Receipt Temperature on COC?	☒	☐	☐
NCM Filed?	☒	☐	☐
Samples received within hold time?	☒	☐	☐
Log Release checked in TALS?	☒	☐	☐

Initials SO Date 4/16/26

THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

31-Mar-2026

Report For: Columbia River Carbonates
300 N Pekin Rd.
Woodland, WA 98674
Attn: Leif Backstrom

Sample Identification:

MICRONA AquaCal 150 (MICRONA Limestone Slurry)
From: Columbia River Carbonates, Woodland, WA

Date Received: 23-Mar-2026

Laboratory Number: 477631

CERTIFICATE OF ANALYSIS

Method		Parameter	Result	Units
AOAC 924.02		Total Solids	75.19	%
AOAC 2006.03 (mod)		Calcium (Ca)	29.07	%
AOAC 955.01		Calcium Carbonate Equivalent	74.16	%
S.W. 8082	*	Polychlorobiphenyl (PCB)	< 0.50	mg/Kg

* *Analysis performed by Precision Petroleum Labs.*

Note: A result with "<" is below the limit of detection.

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 08/19/2026

Date Rec'd	6/3/2026		
Clerk's File #	OPR 2026-0675		
Cross Ref #			
Project #	2025070		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	BUDGET
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 - AUSTIN ROAD EROSION MITIGATION 2025070		

Agenda Wording

Low Bid of Wesslen Construction and Development, Inc. (Spokane Valley, WA) for Austin Road Erosion Mitigation for $269,854.02. An administrative reserve of 10% of the contract will be set aside. (Five-Mile Prairie Neighborhood Council)

Summary (Background)

This project seeks to mitigate and reverse the erosion that is threatening the east edge of a portion of Austin Road. Austin Road was constructed near the edge of a ravine located approximately ½ mile north of the intersection of Five Mile Road & Austin Road. Caused in part by stormwater exiting the road at a point where the curb was damaged, an area has eroded to the point where there is essentially no road shoulder. Also in the same location, there are two large rock formations that have been undermined by natural forces and are in danger of letting go and taking a portion of the road when they do. This project addresses both issues. On July 9, 2026, bids were opened for the above project. The low bid was from Wesslen Construction and Development, Inc. in the amount of $269,854.02, which is $30,145.98 or 10% below the Engineer's Estimate of $300,000. No other bids were received.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 269,854.02
Current Year Cost	$ 269,854.02
Subsequent Year(s) Cost	$

Narrative

N/A

Amount		Budget Account
Expense	$ 269,854.02	# 1100-21700-42300-54201-23021
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	NECHANICKY, JASON
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	Jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org
StreetAccounting@spokanecity.org	

City Clerk's No. OPR 2026-0675

City of Spokane

PUBLIC WORKS CONTRACT

Title: **AUSTIN RD. EROSION MITIGATION PROJECT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WESSLEN CONSTRUCTION & DEVELOPMENT,** whose address is 5308 East Cataldo Avenue, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **AUSTIN RD. EROSION MITIGATION PROJECT**, selected via the City's Invitation to Bid.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to the City's Invitation to Bid (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on August 17, 2026, and ends on September 7, 2026, or as modified by mutual agreement.

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

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 02/100 DOLLARS ($269,854.02)**, plus applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to Engineering Services Department – Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the Department Contract No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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.

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

7. 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.

8. 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.

9. 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.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject

workers and Employer's Liability Insurance and **Employers Liability Insurance (Stop Gap)**in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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

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

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

11. 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. Have HAZWOPER Certification for Soil Handling.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

14. 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.

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

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. 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.

18. 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.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. 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.

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

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

WESSLEN CONSTRUCTION & DEVELOPMENT	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Response to City's Invitation to Bid
Payment Bond
Performance Bond

26-194

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **WESSLEN CONSTRUCTION & DEVELOPMENT**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 02/100 DOLLARS ($269,854.02)**, plus applicable tax, unless modified by a written amendment to this Contract. This plus applicable tax, 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 **AUSTIN RD. EROSION MITIGATION PROJECT** 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 _____.

WESSLEN CONSTRUCTION & DEVELOPMENT,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

By: _____
Its Attorney in Fact

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 therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **WESSLEN CONSTRUCTION & DEVELOPMENT** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 02/100 DOLLARS ($269,854.02)**, plus applicable tax, unless modified by a written amendment to this Contract. This plus applicable tax 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 **AUSTIN RD. EROSION MITIGATION PROJECT**. 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 _____

WESSLEN CONSTRUCTION & DEVELOPMENT,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

By: _____
Its Attorney in Fact

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 _____

Approved as to form:

_____
Assistant City Attorney

WESSCON-02 ANAVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2026

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).

PRODUCER	CONTACT NAME: Brian Borden	
Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: brian.borden@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Navigators Specialty Insurance Company	36056
INSURED	INSURER B : Western National Mutual Insurance Company	15377
Wesslen Construction and Development, Inc. 5308 E Cataldo Ave Spokane Valley, WA 99212	INSURER C : RSUI Indemnity Company	22314
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		SF26CGLZ0DVSBIC	4/16/2026	4/16/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: PPA Cap $5,000,000						WA ND STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPP 1305641	4/16/2026	4/16/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			NHA612089	4/16/2026	4/16/2027	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		SF26CGLZ0DVSBIC	4/16/2026	4/16/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Austin Rd Erosion Mitigation Project.

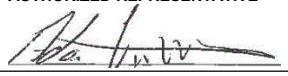
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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To Whom it May Concern:

Attached please find the requested certificate. To comply with green standards, Alliant will no longer be mailing out hard copies of certificates. Please provide Brian Borden Brian.Borden@alliant.com with an email address to send certificates to moving forward.

Thank you.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	.
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" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the

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 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.

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insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESSLEN CONSTRUCTION, INC.

Business name: WESSLEN CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 601-436-896

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4217 E MAIN AVE
SPOKANE WA 99202-4742

Mailing address: PO BOX 56
SPOKANE WA 99210-0056

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WESSLEN, JEFFREY D	
WESSLEN, JERRY D	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/22/2026 7:18:06 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0559		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@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	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (THE LANGDON		

Agenda Wording

On-call contract for public engagement services with The Langdon Group for $100,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 100,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	YATES, MAGGIE		

Distribution List

Contract Signer – Cory Baune cbaune@jub.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0559

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **THE LANGDON GROUP**, whose address is 999 West Riverside Avenue, Suite 700, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is attached as Exhibit A; Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

THE LANGDON GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-130

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	The Langdon Group
Submitted By	Hannah Anderson - Thursday, March 19, 2026 11:49:02 AM [(UTC-08:00) Pacific Time (US & Canada)] handerson@langdongroupinc.com 208-770-0500
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES
8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Hannah Anderson, handerson@langdongroupinc.com, 208-770-0500
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Cory Baune, cbaune@jub.com, 208-762-8787
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Spokane_On-CallPublicEngageSvs_ICMP_TheLangdonGroup.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	

4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

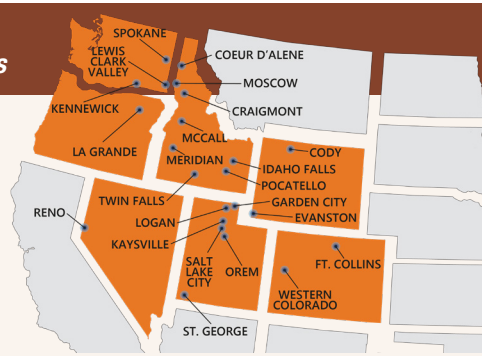
HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES

THE LANGDON GROUP | J-U-B ENGINEERS, INC. | GATEWAY MAPPING INC.

Letter of Submittal

29 *years working for clients* **17** *employees* **100%** *employee owned* **8** *offices in 4 states*



March 23, 2026

City of Spokane Purchasing & Contracts
915 N. Nelson St.
Spokane, Washington 99202

Re: RFP Number 6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee,

The Langdon Group (TLG) is thrilled to submit our proposal in response to the City of Spokane's Request for Proposals for On call Services. We are passionate about genuine public engagement that empowers communities through accessible information, thoughtful engagement, and high quality public education. This proposal outlines how our team meets and exceeds the City's minimum qualifications and is uniquely positioned to support successful public engagement for the City of Spokane.

Our Experience: Since 1997, TLG has specialized in facilitation, public involvement, alternative dispute resolution, and strategic communications. We are leaders and innovators in our industry. We bring extensive experience in municipal outreach through the development of public facing educational materials, and community-centered engagement plans. Our work spans municipal, regional, and federal projects, including comprehensive master planning, transportation master planning, ROW access, community partnership, and capital improvement projects. Across all efforts, *TLG is known for translating complex technical information into clear, accessible content that supports data driven decision making and meets diverse community needs.*

Our Differentiator: Our facilitation and engagement philosophy is rooted in interest based, objective driven problem solving. As a neutral third party, we create conditions for broad participation, reduce uncertainty, and build trust among stakeholders. Through continuous and meaningful engagement, we help teams clarify shared goals, understand concerns, strengthen communication, and build lasting consensus.

Locally Based, Regionally Attuned: We are proud to be a locally based team, with our primary team located in Spokane and deep roots in the region we serve. Our local presence is strengthened by additional capacity from our teams in Kennewick, Boise, and the broader LEP group, allowing us to draw on a wide network of experienced practitioners while remaining grounded in the needs and perspectives of the communities here in Eastern Washington.

We are excited for all opportunities to support the City of Spokane in developing collaborative, transparent, and accessible public outreach. We eagerly anticipate the opportunity to work together and create a lasting relationship that will contribute to a passion of continuing to grow and improve the region.

Sincerely,

The Langdon Group

Hannah Anderson, MURP, Project Manager
208-770-0500 | handerson@langdongroupinc.com

Bryant Kuechle, TLG Executive Director
208-739-3048 | bk@langdongroupinc.com

Contracting Individual

» Cory Baune, PE, Exec. Vice President
» 745 W Hanley Ave, Coeur d'Alene, ID 83815
» 208-762-8787
» cbaune@jub.com



Legal Status

» C – Corporation

Operating Facility

» Spokane Office: 999 W Riverside Ave, Ste 700 Spokane, WA 99201

The Langdon Group Confirms and Acknowledges...

» That no current or former employees of the participating Agencies have been employed by TLG or have served on the TLG's governing board within the past twelve (12) months.

» That TLG staff meets all minimum qualifications outlined in Paragraph 1.3 "Minimum Qualifications."

» That TLG will comply with all terms and conditions set forth in the RFP, unless otherwise mutually agreed to by the City.

Technical Proposal *Understanding of the City's Requirements*

THE LANGDON GROUP

TLG Overview

We design and conduct processes to help our clients, and their communities, collaboratively solve problems and implement solutions. When decision makers deliberately engage the public in an open and honest way, they earn the trust and valued input of interest holders. When a diversity of interests come together, communities are empowered to make better decisions.

Public Involvement

Effective, cost-efficient, innovative approaches have brought consistent project success to clients. We design public involvement programs that are specific to projects and embedded with fundamental principles. With TLG, these efforts become living and guiding documents used for reference throughout the life of a project and are intended to be flexibly updated to continually meet community needs.

TLG has over 20+ years of experience creating, designing, and innovating public workshops, open houses, community events, key stakeholder coordination, meeting facilitation and planning, and project material development.

Digital Engagement Strategies

In today's fast-paced world, digital and online engagement has become indispensable for effective communication and sharing information with the public. When developing a communication strategy, TLG combines traditional grass-roots outreach with digital and online efforts including social media, websites, and digital newsletters to reach a broader audience.

TLG also leverages online platforms to interact with stakeholders and collect valuable project feedback using programs like PublicInput.com and our proprietary program, 3P Visual, and is always looking for way to enhance classic surveys.

Situation Assessment

At project initiation, TLG is adept at conducting detailed situational assessments to identify key parties and seek out their core interests. We work closely with our clients to develop results-driven strategies with an eye towards innovation and efficiency.

Strategic and Graphic Communication

Projects often require a precise communication strategy. With this in mind, TLG employs professionals that offer deep experience in analyzing public perceptions, designing communication plans, crafting project messages, and delivering an overall project identity. These techniques are applied to the development of visual materials that are standout, unique, and informative.

Partnering

At TLG, partnering is a formal program to improve communications among people and organizations from different backgrounds or disciplines, enabling them to come together as a team. If managed well, the partnering process can improve project communication, clarify roles and responsibilities, and increase efficiency and quality while reducing costs, conflict, and exposure to litigation.

Comprehensive Proposed Approach, Methodology, and Work Plan

THE LANGDON GROUP

The TLG team is eager to work with the City of Spokane to meet your project needs. We have prepared the following Scope of Work based on the Project Description provided in RFP 6488-26 to illustrate a proven technical approach that we have applied to other similar successful public engagement efforts in the Northwest.

Kick-off Meeting

We will prepare for and facilitate a meeting with Spokane City Staff and other relevant personnel or representatives; *this will form the basis of subsequent monthly project meetings.* Discussion topics may include project objectives, protocols, schedule/milestones, expectations, deliverables and requirements, as well as a potential outline that will verify compliance with Idaho statutes. Discussion and approval of project branding (logo, colors, fonts) should also occur at this meeting.

Project Management Guide (PMG)/Public Involvement Plan (PIP)

We will prepare a PMG and PIP to serve as living documents to guide the project. The PMG will translate the tasks, deliverables, and schedule established in the contract documents and then provide additional guidance related to roles and responsibilities, communication protocols, quality control procedures, checkpoints, approval milestones, and other description necessary for optimal team coordination.

The PIP will also elaborate on the framework of the approved SOW, by providing a framework for each in-person meeting and potential locations, other engagement options, public information materials and tools, project talking points, and a communications protocol for the release of public information. The PIP will also include proposed project branding. The kick-off meeting discussions will serve as a basis for both documents.

Situational Assessment

Through an early situational assessment, we will develop a list of key stakeholders, interest groups and organizations that will need to be involved early on in the project. We will work with you and focus on specific groups and neighborhoods that are of high interest. This process can also support the development of an Community Advisory Committee to provide community perspective throughout the process. *Establishing a good working relationship EARLY will lead to effective engagement throughout the plan.*

One Engagement Meeting with Elected Officials and/or City Admin Staff

Early in the project we propose a facilitated discussion with City Staff, elected officials and pertinent parties regarding the format and direction of the project, as well as a review of issues identified to date (stakeholder interview results etc.). *This meeting will be critical for ensuring that outreach tasks are in alignment with City protocols, reflect shared values, and are effective in reaching all impacted members of the public.*

External Stakeholder Meeting and Preparation/Follow up

We will prepare for and facilitate an initial Community Advisory Committee (CAC) meeting to kick-off the project outreach. *With a balance of structure and flexibility, our team will establish an environment where people can discuss difficult topics, prioritize efforts, collaborate on ideas and implementation, and build consensus.* TLG will prepare an agenda and materials, informed by project history, goals, and objectives. Discussion topics may include the purpose of the project and it's benefit to the community, the role of the CAC, project objectives/schedule/milestones, and initial issue identification (challenges of growth, resource protection, fiscal sustainability, etc.) The CAC will also be consulted on plans for a public outreach event. TLG will document the meeting through minutes to capture feedback and key decisions made.

If desired, we will prepare for and facilitate a public open house to gather additional issues and describe the importance and function of the project. *Holding public meetings at key milestones will provide another opportunity for the project team and interested stakeholders to meet, inform and collaborate.* Just as important as the timing of these meetings is the location; we will work with you to identify the right places and times. We can also provide updates and formal presentations to already established groups such as the City boards and commissions and other local organizations. If an in-person event, boards, flip charts and maps will be used, along with display boards, comment cards, and presentation materials. If the event is online or includes a hybrid component we will create an online project hub and promote it through a series of pop-events, social media posts, the project website, etc.

Development of Survey and Collation of Responses

We can survey the public at key junctures in the project process; *the results will be presented in clear, comprehensive reports to inform the project team and deliverables.* These surveys can be done online and on paper, and are promoted through a variety of online outreach techniques. We will collaborate with staff to determine potential questions. Utilization of the City's website and social media sites, as well as the social media/ websites of surroundings communities, will be critical to reaching the public. Our team is skilled at identifying diverse promotion strategies to help all interested and affected community members access the survey and provide feedback. Our GIS and LEP team will provide bilingual content and mapping tools to give the public a quick, convenient way to provide feedback through a user-friendly online format.

Presentation at City Council Committee Meeting

The consultant team will meet with the relevant City Officials (Council, Planning & Zoning, etc.) to provide an update on project progress and solicit their expectations for the project and any specific issues and concerns. *Our presentation will focus on highlighting key tasks, findings, and how public feedback was incorporated into deliverables in order to assist Council in making informed decisions.* We will provide relevant materials ahead of time, in the format of a memo or agenda packet appendices to help decision makers prepare to digest and respond to any necessary items.

Creation of Necessary Literature (i.e. Newsletter and/or flier)

Our team will work to verify consistent, relevant messages are used in all literature and public facing materials. Materials will inform the community of the projects goals, purpose, schedule, opportunities for public feedback, and anticipated impacts, as well as providing contact information for interested parties to reach out to provide direct feedback. Project fliers and newsletters can include a QR code and web address to direct the public to an online project website, as well as the public survey(s). From television to newspaper to radio, outreach materials will be crucial to informing the public of project progress and outreach events.

Stakeholder Coordination

We will become an extension of your team, and we can provide a buffer between you and the public. We will be available to be the primary contact for all stakeholders and respond to their needs and comments received by email, phone, social media, or direct contact. We will track and record all stakeholder feedback and provide reports to your team, so everyone is kept in the loop. One-on-one accessibility and engagement is key to our public involvement approach. This helps build trust and lasting relationships with stakeholders—relationships that will last through implementation of the plan.

Proactive, Ongoing Project Management and Administration

Our project managers excel at setting and adhering to scopes and schedules which will produce deliverables in a manner that is thorough and efficient, while ensuring incorporation of community priorities and perspectives. At the start of any planning project, our team will work with the City to create understanding of the involved tasks and then develop a detailed SOW with technical assumptions that will determine a complete operating budget. We begin our process by working closely with the City at Kickoff to identify and define roles and responsibilities in coordination with the scope, schedule, and budget. Throughout the project, our team relies on those roles to maintain consistent communication, affording our team the ability to incorporate flexibility and proactive response, whether presented with a scheduling challenge or opportunity to maximize project outcomes.

Project Schedule

An estimated project schedule with completion dates for elements of work and deliverables is provided on page 5.

City Staff Involvement

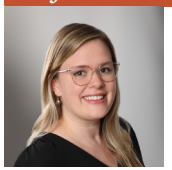
Our working style is collaborative in nature, taking our cues from your Staff's guidance along each step of the way. *We will work closely with you in crafting project goals, outcomes, meeting agendas, inviting key stakeholders into the process, and in reviewing and refining project deliverables.* We are well-equipped to take a "lead" role in project management, or just as happy to play a supportive role, acting as a consultant or sounding board to provide guidance to City Staff as requested.

Management Proposal *Firm & Staff Experience*

THE LANGDON GROUP

Primary Responsibility & Authority for the Work

Hannah Anderson, MURP
Project Manager, Public Involvement Lead



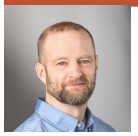
IAP2 | 10+ Yrs. Exp. | ***20% Available***

Duties/Responsibilities/Quals: Hannah is an innovative project manager with experience in public involvement, facilitation, and strategic planning. With over ten years of experience working with communities and decision-makers across the Northwest, she excels at designing tailored engagement strategies and guiding collaborative processes. Her background in communication, urban planning, and graphic design supports her ability to translate complex information and foster meaningful stakeholder dialogue. Hannah has led projects of varied scope, scale, and geography, strengthening her creative problem-solving and insight. She is known for balancing big-picture thinking with attention to detail and for identifying mutual outcomes through her natural talent for human connection.



Key Staff Assigned to the Work *(Minimum Qualifications documented by "Yrs. Exp." below and evidenced by detailed experience in Appendix: Resumes)*

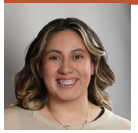
Bryant Kuechle
Executive Director, QA/QC



IAP2 | 20+ Yrs. Exp.
20% Available

Duties/Quals: Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager/public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

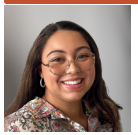
Tracy Ortiz
Public Involvement Support



TLG Limited English Proficiency Lead (LEP) 4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Tracy is a public involvement professional who excels in collaborative environments and builds strong connections with communities. As a first-generation Mexican American and fluent native Spanish speaker, she bridges communication gaps for Spanish-speaking stakeholders. She is passionate about people and service, with experience supporting projects of various scales that strengthen and improve local communities.

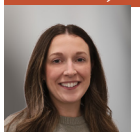
Angela Singleton, MPA
Public Involvement Support



4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators. Her background in natural resource management and community outreach/engagement has helped her master listening to understand. Angela approaches new relationships with an open mind and eagerness to engage with all interested parties. She is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

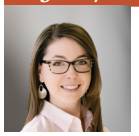
Breanna Howe
Planner, PI Support



5+ Yrs. Exp. | ***20% Available***

Duties/Quals: Breanna is a long-range planner and public involvement specialist with five years of experience across the planning field. She excels at stakeholder engagement and translating complex information into clear, actionable plans. Skilled in developing long-range planning documents and guides, including Nampa Idaho's Citizen's Guide to Planning, Breanna focuses on collaborative processes that produce accessible, meaningful planning outcomes for clients and communities.

Jennifer Fowler
Digital/Visual Comm., PI Support



IAP2 | 16+ Yrs. Exp.
20% Available

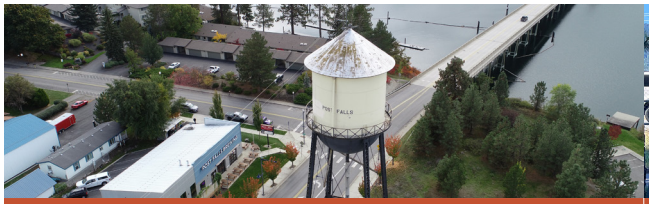
Duties/Quals: Jennifer has over a decade of experience in communication, public engagement, and mediation, supporting projects ranging from environmental policy to infrastructure and master planning. She brings experience in outreach strategy, digital communication, and collaborative processes, strengthened by skills in graphic design, photography, and videography. Jennifer creates clear, engaging materials that translate complex information and support innovative, visually driven public involvement.

TLG commits that all staff identified in this Proposal will perform the assigned work, and any substitutions will only occur with the City's prior approval. ***Resumes for the above personnel are included in Appendix: Resumes*** in accordance with the two-page limit.

Firm Contracts During the Last 3 Years with References

THE LANGDON GROUP

To illustrate our Firm's relevant experience and our ability to successfully perform the services outlined in this RFP, we have provided a summary of recent engagements completed over the past three years. ***These examples reflect the scope, complexity, and quality of work that align closely with the requirements of this project.*** Included are contract details and key client contacts, along with select references that offer a brief overview of the services delivered. Together, these experiences highlight our commitment to excellence and our track record of delivering dependable, high-quality support.



Transportation Master Plan
City of Post Falls (2023-Current)

Work Accomplished: J-U-B ENGINEERS, Inc., TLG's parent company, developed a new TMP featuring traffic analysis for 80 intersections and 25 roadway segments. Conditions for 2023, 2030, 2035, and 2045 were evaluated to identify capital improvement projects. New signal timing plans for 33 signals, including two coordinated corridors, will be implemented in Spring 2024. Inclusive, innovative public involvement led by ***TLG, including staff from this proposal, made certain community needs were accurately represented*** through online surveys, 3P Visual web mapping, stakeholder interviews, advisory meetings, open houses, and strong relationship-building.

Contact: Rob Palus, City Engineer, 208-773-4235, rpalus@postfalls.gov



Rathdrum City Hall Campus
City of Rathdrum (2023-2024)

Work Accomplished: The City of Rathdrum, ID, contracted with Architects West (AW) and J-U-B ENGINEERS, Inc. (J-U-B) to design a new City Hall for the future development of the community. The design plan was developed to assist in the further development of the campus and open space system within the city. It identified the general distribution of amenities that will provide recreation facilities and activities for a broad range of ages, interests, and abilities. ***TLG designed and led a robust public engagement strategy for this effort*** including in-person events, meeting facilitation, educational materials, stakeholder interviews, thorough process summaries.

Contact: Leon Duce, City Administrator, 208-687-7251, lduce@rathdrum.gov



Yakima River Canyon
Bureau of Land Management (2014-Current)

Work Accomplished: ***TLG implemented a multi-faceted public involvement strategy***, including a situational assessment among a diversity of interests to identify preferences/ideas for how the new acreage can balance recreation demand while maintaining a healthy ecological environment; a series of listening sessions in regional communities, on site at canyon recreation sites, and in Seattle where many recreationists originate from; and an online story map, allowing the public to attach feedback to an interactive map. Future work will include agency partnering meeting facilitation among the many local, state, and federal agencies with presence in the canyon.

Contact: Jon Meier, Assistant Field Manager, 509-665-2100, blm.or.wn.mail@blm.gov

Other Relevant Projects	Contract Period	Contact
Nampa Stormwater Outreach and Education Program	2010-2024	Kyle Schab, 208-468-4413, schabk@cityofnampa.us
College Place Safety Action Plan	2023-2024	Robert McAndrews, 509-394-8526, rmcandrews@cpwa.us
Lewiston Community Park	2023-2024	Tim Barker, 360-473-5428, tim.barker@ci.bremerton.wa.us
Wallace Comprehensive Plan	2024-2025	Emma Marlow, 208-752-1147, emma.marlow@wallace.id.gov
College Place Comprehensive Plan and Climate Element	2025-2026	Jon Rickard, 509-394-8524, jrickard@cpwa.us
Sandpoint Downtown Revitalization Plan	2025-2026	Erik Bush, 208-946-2062, ebush@sandpointidaho.gov
Orofino Downtown Revitalization Plan	2024	Donna Wilson, 208-476-4725, citytreasurer1905@outlook.com
Wilder Reuse Bond Election	2024-2025	Chelsea Johnson, 208-482-6204, cjohnson@cityofwilder.org
Bower's Field Master Planned Business Park	2023-2024	Stephen McFadden, Port of Pasco, 509-547-3378, smcfadden@portofpasco.org

The Langdon Group has not experienced any contract termination for default within the past five (5) years. No notices to stop performance, allegations of non-performance, or performance-related disputes resulting in default have occurred during this period.

Cost Proposal *Detailed Est. Schedule / Budget for an Example Project*

THE LANGDON GROUP

Task	Phases & Est. Completion Dates			Deliverables	Hourly Rates						Total Cost
	P1	P2	P3		Hannah A.	Bryant K.	Tracy O.	Angela S.	Breanna H.	Jennifer F.	
					$178	$247	$148	$148	$148	$178	$48,000
Kickoff Meeting	4/1			» Meeting Agenda, Minutes							$4,000
PMG & PIP	4/15			» PMG, PIP							$3,000
Situational Assessment	5/1			» Stakeholder Interview Guide » Situation Assessment Summary Report							$8,000
Engagement Meeting with Electeds and/or City Staff	5/15			» Meeting Agenda, Materials, Minutes							$4,000
External Stakeholder Meeting		6/1		» Meeting Agenda, Materials, Minutes							$8,000
Public Survey		6/30		» Online Web Hub » Online/Paper Public Survey » Survey Summary Report							$3,000
City Council Presentation			7/10	» Memo & Council Packet » Presentation Materials » Follow-up Communication & Materials							$2,000
Creation of Materials		6/1		» Project Flier, Newsletter, Mailers							$3,000
Stakeholder Coordination	Ongoing			» Stakeholder Contact Info & Comment Database							$3,000
Project Management & Administration	Ongoing			» Regular Project Team Meetings with City Staff » Invoices							$10,000

Appendix: Resumes

THE LANGDON GROUP

Hannah Anderson, MURP

Project Manager, Public Involvement Lead – Spokane, WA



Hannah is a bright and innovative project manager with expertise in public involvement, facilitation, and strategic planning. She brings a strong understanding of collaborative processes and is adept at curating strategies for engagement based on a project's needs. Hannah has over 10 years of experience in engaging communities and decision-makers throughout the northwest, ranging from rural to urban locations. Her experience leading and coordinating projects which are diverse in both scope and scale, as well as geographic location, has nurtured her ability to provide valuable insight and creative problem solving. Her background is the ideal combination of public involvement, communication, urban planning, and graphic design. Hannah is especially skilled at engaging stakeholders in meaningful discussion and identifying opportunities for mutual outcomes through her natural aptitude for human connection. She brings strength through maintaining a grasp of the big picture while paying necessary attention to the fine details.

RELEVANT PROJECT EXPERIENCE

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025)
The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Hannah designed and led the public involvement approach for this project including stakeholder interviews, public on-site events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Priest River Watershed Group | Priest River, ID (2024-current)
Trout Unlimited contracted TLG to act as a neutral third-party in facilitating their collaborative group, comprised of diverse community perspectives. Hannah leads this effort through facilitation of monthly steering committee meetings, stakeholder coordination, conflict resolution, and guiding the group through establishing a Strategic Plan, Work Plan, and ultimately a Restoration Plan.

Safety Action Plan | College Place, WA (2024-2025)
The City of College Place, WA is developing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Hannah designed and led the public involvement strategy including a situation assessment, stakeholder coordination, informational materials, and onsite public events.

Transportation Master Plan | Post Falls, ID (Current)
The City of Post Falls, ID has contracted with J-U-B ENGINEERS, Inc. (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional

Education

M.S. Urban and Regional Planning – *Emphasis in Community and Economic Development |*
Portland State University | 2020

B.A. Design Management, Minor in Sustainability | Arizona State University | 2015

A.A. Degree | Clark College | 2013

Work History

Community and Economic Development Planner | The City of Wood Village, OR | Hatfield Resident Fellowship | 2020-2021

Fellowships Program Coordinator
Portland State University
2018-2020

Land Use Planning Intern
Mackenzie Architecture
Summer 2019

Voucher Specialist 1
Vancouver Housing Authority
2015-2018

Professional Affiliations

International Association for Public Participation (IAP2)
Intermountain Chapter Member

American Planning Association (APA) Member

Leadership Coeur d'Alene | Coeur d'Alene Chamber of Commerce | Class of 2022

Hatfield Public Service Fellow Alumni | Class of 2020

Certifications

IAP2 – Planning for Public Participation

Housing Choice Voucher Specialist, certified via Nan McKay, 2016

Mental Health First Aid Responder, certified via National Council for Behavioral Health, 2018

Pursuing American Institute of Certified Planners (AICP) Certification

needs and connectivity. Hannah curated a specialized public involvement plan for this project and will lead the public involvement effort including establishing and maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, WA (2023)
The Port of Pasco, along with JUB Engineers, Inc., developed a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Hannah lead the public involvement effort through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Key outreach included stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations.

National Resource Conservation Service Watershed Projects | (Current)
J-U-B provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Strategic Plan CDA Area Economic Development Corporation| Coeur d'Alene, ID (2023 - 2026)
The CdA EDC is voting Board comprised of local leaders (in both business and civic affairs) whose collective goal is to support economic success and vitality of the Coeur d'Alene and Kootenai County Area. In Spring 2023, Hannah lead the group through a strategic planning process which included review and revision of the groups Vision, Mission Statement, and Goals. Through this collaborative process, she helped the group identify specific key objectives, and metrics for measuring success. Amidst a changing leadership and evolving community needs and market factors, Hannah facilitated the group again in 2026, to reevaluate the group's role, vision, values, and strategic plan.

Wild Horse and Burro Advisory Board | Federal (Ongoing)
Provides facilitation and support for the National Wild Horse and Burro Program Advisory Board and multi-day BLM State Leads meetings. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. The recommendation crafting process and public interest/comment are key component to successful meeting management. State leads meetings bring in all Wild Horse and Burro Program team members from Washington DC, 10 western states and the Eastern States Region to collaborate on key decisions regarding policy, regulations, budget, communication, staffing and research.

PL566 Watershed Projects | Multiple Projects (Ongoing)
J-U-B ENGINEERS, Inc. (J-U-B) provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Wastewater System Improvements| Rosalia, WA (2021-2022)
The Town of Rosalia has contracted with J-U-B ENGINEERS, Inc. (J-U-B) for improvements to the wastewater system. Hannah supports this project by providing public outreach and education to support the requirements from the Washington State Department of Ecology through a variety of in-person and virtual public education and outreach tools. Each month she produces a unique poster which highlights a theme related to public impact on water quality.

Bryant J. Kuechle

Executive Director and Quality Control | Boise, ID



Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager and public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

RELEVANT PROJECT EXPERIENCE

Urban Waters Stormwater Program – Nampa, Idaho | Environmental Protection Agency (2015-2024). Indian Creek, which flows through Nampa, Idaho, is a tributary of the Snake River. EPA has awarded the City of Nampa two grants, a small Urban Waters grant and a Special Project Environmental Justice Grant to develop a public education and outreach campaign on stormwater management focusing on the Hispanic community (the Boise/Nampa/Caldwell area is home to one of the fastest-growing Hispanic populations in Idaho). The Langdon Group was selected by the EPA to manage Nampa's Stormwater Program Team in working to increase the community's awareness and participation concerning stormwater impacts on water quality in Indian Creek and other local water bodies. Bryant and his team are working closely with the City and community members to facilitate an advisory committee and implement community lead programs including youth educational programs, demonstration rain garden, informative videos, Hispanic community engagement, educational materials and interpretative signage.

Downtown Connectivity Study | Richland, Washington (2019-2020). The purpose of this Downtown Connectivity Study is to advance the City Council's vision for a pedestrian-friendly waterfront and downtown, while maintaining or enhancing the vehicular travel flow through downtown. TLG developed a public involvement process including a Community Advisory Committee, business owner workshops, public open house and survey to develop, evaluate and prioritize street improvements and enhancement features in the area of George Washington Way between Williams Boulevard and Bradley Boulevard. Ultimately the findings and recommendation will be presented to City Council for selection of a publicly supported preferred approach.

Richland North-South Travel Capacity Study | Richland, WA | City of Richland Public Works (2019-2020). The City of Richland (City), as lead agency among a partnership including the City, Benton County, City of West Richland, and the Washington State Department of Transportation (WSDOT), contracted with J-U-B Engineers Inc. and TLG to evaluate and compare the potential benefits of improvements in at least three distinct corridors providing north-south connectivity. This process also involved a public involvement process design and implementation, travel demand modeling, and street system operation analysis, concluding with a final summary report of processes, findings and recommendations to present to the partnership agencies. During these outreach efforts, TLG identified stakeholders, gathered input and provided conflict resolution services with a variety of stakeholders to understand their concerns and issues

Registrations and Positions

Roster Specialist | US Institute for Environmental Conflict Resolution

Advisory Board | University of Idaho McClure Center for Public Policy Research

Advanced Practitioner Team Steering Committee | Oregon Consensus, National Policy Consensus Center (2015-2016)

Leadership Council | ACR Environment and Public Policy Section (2006-2008)

Education

M.A., Communication
Washington State University | 2002

B.S., Journalism/Mass Communication
University of Idaho | 1998

Certifications and Awards

Top 40 under 40 | Idaho Business Review, 2015

Contributing Author | Environmental Conflict Management, 2014

NCI Charrette Systems | National Charrette Institute, 2015

The Mediation Process | CDR Associates, 2007

Systematic Mediation Strategies |Pepperdine University, 2005

Public Participation Certification | IAP2, 2004

Work History

The Langdon Group
Boise, Idaho | 2005-Present

Idaho Transportation Department
Boise, Idaho | 2003-2005

Continental Basketball Association
Boise, Idaho | 2001-2003

Washington State University
Pullman, Washington | 2000-2001

US Forest Service
Lowman, Idaho | 1997-1998

Lewiston Morning Tribune
Lewiston, Idaho | 1997-1998

related to the study. TLG facilitated the Technical Advisory Committee, public meetings and managed the public survey.

Rachel Road Alignment Study | Richland, Washington (2016-2017). TLG was selected through a competitive process to lead a roadway alignment study through an environmentally sensitive nature preserve in the Tri-Cities. As Project Manager, Bryant conducted a situational assessment of stakeholders, organized and facilitating regular Community Advisory Committee (CAC) meetings, organized and facilitated public meetings at key project milestones and worked with the CAC to reach consensus on a publicly supported preferred alignment for recommendation to the Richland City Council. The recommendation was unanimously approved. This project involves a history of controversy surrounding the potential connection of two roadways with a heightened level of interest from area conservation and neighborhood organizations. TLG helped answer the question: How does the community maintain and potentially enhance the natural benefits of a nature preserve while providing roadway connectivity and sufficient emergency access to a new school and surrounding neighborhoods? Kennewick School District Superintendent, Dave Bond said the following about the process: *"Thanks again for your leadership in working with the CAC and developing a process that reached a recommendation for the Richland City Council. You did a great job of bringing varied interests together to achieve the goal of finding a road alignment that most could support."*

Groundwater Impacts Best Management Practices for Unsewered Subdivisions | Idaho Department of Environmental Quality (2023-2024). The IDEQ Groundwater Program is initiating a project designed to help protect groundwater used for drinking water from impacts due to subdivisions with individual subsurface sewage disposal systems. The objectives of this project include providing consistent information to local governments responsible for land use planning so they can make more informed decisions regarding subdivision development and developing best management practices (BMPs) that prevent significant degradation of groundwater quality. Bryant and hist team contracted to provide situational assessment and facilitation services to identify regulatory issues and concerns at multiple levels of government, and drafted BMP's and guidance for potential policy change.

Intersection Traffic Study | Spokane International Airport (2014-2015). The Airport Drive Couplet and Spotted Road provide direct access for both freight and passengers to and from the Spokane International Airport and Airport Business Park. Previous studies have identified that the intersections of Inbound and Outbound Airport Drive at Spotted Road have a high accident severity rate. This study evaluates the intersection for additional safety and capacity improvements for short, intermediate and long term needs. Bryant managed coordination and communication with the key stakeholders and the general public. This featured key stakeholder meetings with nine different agencies or businesses with specific interest in the improvements early in the process; Newsletter and E-Newsletter communication; media outreach; door-to-door meetings throughout the project area with 30 impacted property owners and businesses; information stations in each airport concourse; a public open house and facilitation of the steering committee that ultimately used the public input to select a preferred alternative for airport commission approval.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-2025). The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Bryant and his team facilitated a series of targeted, small group conversations and multiple public listening sessions at key locations throughout the project area, including multiple over the 4th of July weekend in the canyon to capture the impacted public where they are. In 2025 he lead a series of intergovernmental workshops to identify collaborative and widely supported preferences for the future last use that will inform the eventual NEPA alternatives.

Tracy Ortiz

Public Involvement Support – Spokane, WA



Tracy is a public involvement professional who thrives in spaces where she is given the opportunity to collaborate with others. Her strengths come from her ability and desire to connect with others. As a first generation Mexican American, Tracy understands that communication, listening, and understanding are key to developing relationships and bridging gaps between communities in both English and Spanish. She is a fluent native Spanish speaker who is always capable and ready to translate and create opportunities for primary Spanish speakers to participate in public outreach. She is passionate about people, community, and service. Tracy has experience working on projects of various levels and sizes that benefit and improve local communities.

Education

B.S Political Science,
Focus on International Relations
Minor in History
Indiana State University | 2020

Work History

The City of Moscow
Capital Improvement Admin
Moscow, ID | 2021-2022

Cabello Associates
Community Outreach Consultant|
Elkhart, IN | 2020-2021

Lippert Components
Engineering Administrative Intern|
Elkhart, IN| 2017-2020

Languages

Spanish
Mastery Level Spanish
Proficiency in reading, writing, translation, and interpretation

RELEVANT PROJECT EXPERIENCE

Internal and External Written Translation and Verbal Interpretation Services| (Ongoing)
Tracy is the lead translator for J-U-B ENGINEERS, Inc., and its subsidiaries, The Langdon Group and Gateway Mapping, Inc. She works alongside project managers on projects of diverse sizes, geological locations, and project types to provide Spanish translations and interpretation. She translates various project materials such as flyers, letters, social media posts, comments, and surveys. Tracy also provides consultation on best practices for diverse and minority communities.

Idaho Department of Water Resources and Idaho Soil and Water Conservation Commission Proposed Integration, Idaho Department of Water Resources| ID (2025)
Tracy worked alongside the project manager to provide support for the proposed integration strategy of the Idaho Soil Water Conservation Commission into the Idaho Department of Water Resources. Through this process she has assisted the project manager in over 40 stakeholder interviews, general survey development, facilitation of a strategic planning workshop for over 20 participants, and assisted in the development of a recommendation document that will be shared with Idaho Legislatures.

Waste Water Revenue Bond | Wilder, ID (2024)
The City of Wilder, ID identified a funding opportunity through the Idaho Department of Environmental Quality (IDEQ). The funding opportunity is a loan from IDEQ that (if awarded to the City) will include up to approximately $4.9 million in loan funds that must be repaid, but also includes up to $5.9 million in principal forgiveness (meaning the City will not be obligated to repay this sum). City residents had the opportunity to decide whether the City will pursue this funding opportunity through a Special Municipal Bond Election. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Safety Action Plan | College Place, WA (2024)
The City of College Place, WA developed a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Tracy worked alongside the public involvement lead to conduct the situation assessments, stakeholder coordination, develop messaging and materials, assist with onsite public events, translate materials into Spanish, and provide Spanish interpretation.

Priest River Watershed Group; Sandpoint, ID (2024-Current)
Trout unlimited contracted with TLG to facilitate the PRWG monthly meeting, provide internal and external stakeholder coordination, logistical support, strategic planning and document development, and process guidance. Tracy provides the lead facilitator with support by taking notes, coordinating stakeholders, creating meeting agendas and PowerPoints, and distributing relevant materials to the stakeholders.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-current).
The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon, which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Tracy supported her team with developing and implementing a public involvement strategy to help inform future BLM management at existing sites and newly acquired lands. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, ID (2023-Current)
The Port of Pasco is developing a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Tracy is supporting the public involvement effort for this project through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations, will be integral tasks. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Transportation Master Plan | Post Falls, ID (2023-2025)
The City of Post Falls, ID has contracted with J-U-B Engineers (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional needs and connectivity. Tracy aided in curating a specialized public involvement plan for this project and will support the public involvement leads efforts in maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Angela Singleton, MPA

Public Involvement Support – Kennewick, WA



Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators.

Angela's background in natural resource management and community outreach and engagement has helped her master listening to understand. She approaches every new relationship with an open mind and eagerness to engage with all interested parties. Angela is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Angela supports the planning team by engaging stakeholders, developing clear informational materials for the public, providing project updates, and gathering community feedback throughout the process.

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025) The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. Desired benefits of the Port's ownership and pursuit of this project include increased job opportunities within Oakesdale, support for the local economy and tourism, and preservation of this historic landmark. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Angela conducted the public involvement tasks for this project including stakeholder interviews, hosting public on sight events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Drought Management & Infrastructure Plan Task Force | Uncompahgre Valley Water Users Association, Colorado (2024-2025) The Langdon Group organizes and facilitates a Task Force of interested stakeholders whose purpose is to provide insight and feedback as the Uncompahgre Valley Water Users develop a localized drought contingency plan to submit to the Bureau of Reclamation. Angela provides meeting minutes and online support to participating Task Force members. The work plan focuses on drought monitoring, community vulnerabilities and impacts of drought, for the purpose of developing and prioritizing mitigation and response actions that help build a more resilient

Education

M.S. Public Administration – *Emphasis in Environmental Policy*
University of Oregon | 2022

B.S. Environmental Science and Management, *Minor in Sustainability*
Portland State University | 2020

Work History

Project Associate,
The Langdon Group
2024-Current

Energy and Resiliency Specialist,
Farmers Conservation Alliance
2023-2024

Rural Energy Coordinator,
AmeriCorps Member
Oregon Department of Energy
2022-2023

Equity and Inclusion Intern,
Multnomah County Sheriff's Office
Summer 2022

Certifications

University of Oregon – Environmental Conflict and Dispute Resolution Graduate Certificate

Texas A&M – Nonprofit Career Development Certificate

Professional Affiliations

Roster Practitioner – Environmental Protection Agency (CPRC)

Planning Association of Washington (PAW) Member

Resource Assistance for Rual Environments (RARE) AmeriCorps Member Alumni | 2022/23

community. The Task Force is made up of a wide range of interests including farmers and ranchers, conservation groups, federal and state agency, county, and municipal representatives.

Safety Action Plans | Washington + Oregon (2024-2025) J-U-B Engineers and The Langdon Group supported the City of Umatilla, OR and College Place, WA, in designing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Angela worked alongside the public involvement lead to conduct the situation assessment, stakeholder coordination, develop messaging and materials, assist with onsite public events, and maintain a public comment database.

Natural Resource and Conservation Service (NRCS) Small Watershed Improvement Program (PL-566) |NRCS and Navajo Nation Tribal Engagement (2024/2025) Angela is assisting the NRCS and Navajo Nation (Arizona and Utah) to develop critical water improvement projects to assist the Navajo Nation with water resources and infrastructure to improve the quality of lives of Tribal members.

National Wild Horse and Burro Advisory Board | Bureau of Land Management (2024-2028) Angela is part of the facilitation team for the National Wild Horse and Burro Program Advisory Board. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. Angela provides meeting support such as meeting minutes, technical support, and public comment facilitation. The recommendation crafting process and public interest/comment periods are key components to successful meeting management.

Harney Basin Groundwater Rule Making | Oregon Water Resources Department (2024-present). Angela is supporting the National Policy Consensus Center (NPCC) and working directly with OWRD to provide impartial third-party facilitation services for the OWRD Division 512 rulemaking in the Harney Basin. Angela is tasked to meaningfully engage, coordinate, time manage and guide the Rules Advisory Committee towards goals identified for the rulemaking, while being mindful that rulemaking is a legal process where decision-making authority rests with OWRD and the Oregon Water Resources Commission. Through this process Angela is building relationships with all parties including farmers, special interest groups, law makers, and concerned citizens to bring their issues and concerns to the conversation with the goal of finding win-win solutions that will reduce water usage through changing practice, water rights retirement, and the Conservation Reserve and Enhancement Program (CREP), while maintaining agriculture as a viable component of the regional economy.

Energy and Resiliency Development Specialist | Farmers Conservation Alliance (2023) Angela supported irrigation communities in the development of renewable energy projects by tracking development timelines, preparing funding applications, documenting communication and decisions, and preparing communication materials for a range of audiences. She also managed partnerships between Tribal governments, state and federal agencies, and advocacy groups as well as relationships with local governments and community members.

Rural Energy Coordinator (AmeriCorps Member) | Oregon Department of Energy (2022) Angela served as a liaison in Eastern Oregon between state and local governments, Tribes, businesses, and residents across eight counties (Morrow, Umatilla, Union, Wallowa, Grant, Baker, Harney, Malheur). She led outreach and engagement efforts and supported program delivery for energy efficiency incentives and community resiliency planning. Angela built relationships and aligned state and federal funding with community needs.

Equity and Inclusion Intern | Multnomah County Sheriff's Office (2020) As a member of the Wellness Committee, Angela was tasked with researching and reporting on the best practices of comparable Sheriff Offices' wellness programs. The information shared to the wellness committee was used to support and justify the Committee's requests to the Sheriff. Angela also compiled and created learning materials for the ongoing development of the equity and inclusion self-guided learning resource page for all staff.

Breanna Howe

Planner and Public Involvement Support – Boise, ID



Breanna is an experienced long-range planner and public involvement specialist, with 5 years of experience spanning all aspects of the planning field. Skilled in public and stakeholder engagement and translating complex information into clear and actionable plans and guides.

Recognized for problem solving, effective communication, and striving for excellence. She is proficient in developing and implementing long-range planning documents, specific area plans, and informational guidelines, including Nampa's Citizen's Guide to Planning. Her focus lies in collaboration with stakeholders, to develop and implement meaningful long range planning documents and easily accessible information for clients and the public.

Education

Master of Public Administration
State & Local Government Emphasis, Boise State University | 2020

Bachelor's in Criminal Justice
Minor in U.S. History, Boise State University | 2016

Certifications and Awards

Non-Profit Administration,
Boise State University | 2020

Work History

The Langdon Group, Project Associate
Boise, Idaho | 2026

City of Nampa, Senior Long-Range Planner,
Nampa, Idaho | 2020 – 2026

KEY PROJECT EXPERIENCE

Nampa 2050 Comprehensive Plan | City of Nampa, Idaho
Managed the public outreach process for the City of Nampa Comprehensive Plan update, including workshop facilitation, community events, pop up style events, as well as media outreach, online survey development, and ongoing community outreach to engage stakeholders on the vision for the City of Nampa. The plan focused on providing a roadmap for city and community leaders to address growth and its impact on quality-of-life issues. The plan update will provide guidance for sustainable development in the city of Nampa based heavily on the extensive public engagement completed.

State Highway 16 Specific Area Plan | City of Nampa, Idaho
Assisted in developing a specific area plan around a key new, north-south connection in eastern Nampa and Canyon County. The plan was complete with stakeholder engagement, future land use map updates, place-making, and transportation planning component recommendations. This specific area plan served as an amendment to Nampa's Comprehensive Plan. The State Highway 16 SAP planning team won the Western Planner Kenneth G. Waido Award for Planning Team of the Year.

Southwest Nampa Specific Area Plan | City of Nampa, Idaho
Developed a transportation and land use focused specific area planning document around a key growth area for the City of Nampa. Completed a public involvement process for public comment and feedback including one on one stakeholder meetings and both in person and online public open houses. Navigated a difficult public hearing process for adoption.

Citizen's Guide to Planning | City of Nampa, Idaho
In collaboration with the Nampa Mayor's office, the Planning and Zoning Department developed a magazine and video series aimed at educating citizens on planning principles and theory. The project successfully transformed complex planning processes into a user friendly, informational guide, to assist with better community engagement for current and future planning projects in Nampa. The project won an Association of Idaho Cities Award and American Planning Association Idaho Chapter Award for public engagement.

The Downtown Plan | City of Nampa, Idaho
Assisted in developing a market driven implementation plan for key downtown projects. The project included refining downtown goals, objectives, and strategies, along with meeting facilitation with various downtown stakeholder groups and individual business owners. The plan won the 2025 American Planning Association Gem Award.

Jennifer N. Fowler

Digital & Visual Communication Strategist,
Public Involvement Support – Salt Lake City, UT



Jennifer has over a decade of experience working in the communication, public engagement, and mediation field. She has managed and facilitated public engagement and collaborative processes as well as developed visuals on a variety of projects including environmental policy projects, municipal bonds, master plans, construction, and infrastructure projects.

On projects, Jennifer can offer her experience with public engagement, outreach strategy, digital communication, graphic design, program implementation, and collaboration efforts. Jennifer is an award-winning photographer and regularly utilizes her abilities in photography, graphic design, and videography to create engaging materials that help support and enhance project messaging and public understanding. From taking complex information and displaying it graphically to designing interactive engagement mechanisms, Jennifer's experience with public outreach projects of all sizes combined with her ability to create "outside the box" methods of reaching and engaging the public provides any effort with a unique, innovative, and visual approach.

Education

B.A., Communication
Minor in Anthropology
Westminster College | 2010

Professional Training

International Association for Public Participation (IAP2), Foundations in Public Participation Training

40-Hour Mediation Training, Utah Dispute Resolution

Professional Affiliations

International Association for Public Participation (IAP2)

Intermountain Chapter - Utah State Representative |2012-2014

Work History

Digital & Visual Communication Strategist
The Langdon Group
Salt Lake City, Utah | 2021-Current

Project Associate
The Langdon Group
Salt Lake City, Utah | 2014-2020

Project Coordinator
The Langdon Group
Salt Lake City, Utah | 2010-2014

Program and Event Coordinator
Utah Section Professional Golfers Association
Salt Lake City, Utah | 2006-2010

DIGITAL AND VISUAL PROJECT EXAMPLES

Idaho Falls Public Outreach Planner (POP) – Idaho Falls, ID | City of Idaho Falls (2023) In late 2022, the City of Idaho Falls identified a need to effectively plan and implement public outreach activities on City projects. Based on previous experience creating a customized Public Outreach Plan (POP) for the Utah Department of Transportation and the Idaho Transportation Department, The Langdon Group was selected to facilitate a development process and design a POP website and workbook for Idaho Falls. The Idaho Falls POP will be a tool for analyzing, quantifying, identifying tools and resources, and tracking public outreach needs, which will ultimately lead to appropriate and efficient project management. Jennifer developed a POP style and branding for use on the website and designed an interactive PDF workbook to track and plan public outreach activities.

TransPlan50 – Utah County Metropolitan Area | Mountainland Association of Governments (2022 – 2023) Jennifer supported the public involvement efforts for the 2023 update of MAG's Regional Transportation Plan (RTP). She conducted key person interviews to identify areas for communication improvements with MAG stakeholders. Jennifer also created a TransPlan50 logo, style guide, collateral materials, and graphics for the new RTP interactive website.

SVSD Style Guide and Branding – South Salt Lake County, UT | South Valley Sewer District (2022) In 2022, South Valley Sewer District hired The Langdon Group to create a style guide and design updated administrative templates and collateral using their already established logo. Jennifer led the effort to create a vector-based logo, develop a company style guide, and design a series of templates for use internally and externally (email signature, SVSD invoice, presentation template, letterhead, fliers, etc.). She was also tasked with updated the reclamation facility brochure that is handed out during site tours.

Butte Priority Soils Operable Unit Community Engagement – Butte, MT | Atlantic Richfield Company & Butte-Silver Bow (2020 - 2023) Atlantic Richfield Company (AR) and Butte-Silver Bow (BSB), have committed to design, build,

operate and maintain the remedy for abandoned mining sites and historic mining wastes in Butte, Montana. As part of the remedial and clean-up actions, community outreach and public engagement was required to gain understanding and buy-in to the clean-up plan and implementation. Jennifer created a project brand and style guide for the BPSOU project, created a comprehensive Community Engagement Plan and is designing and producing engaging public outreach materials including social media graphics, fliers, postcard mailers, maps, presentations, and open house display boards.

Deer Creek Intake Project Community Outreach – Deer Creek Dam, UT | Provo River Water Users Association (2020 – Ongoing) The Langdon Group is leading the Community Outreach for the Provo River Water Users Association (PRWUA) large scale project to make improvements to aging infrastructure at Deer Creek Dam and Reservoir. One out of every two Utahns use water from the reservoir for municipal, industrial, and agricultural purposes, requiring a large-scale public engagement strategy to guide PRWUA through the project development cycle. Jennifer is implementing community outreach, managing the design and production of collateral materials, and is supporting social media outreach and content creation.

Ogden Express Bus Rapid Transit Project (OGX) – Ogden, UT | Utah Transit Authority (2020 - Present) Jennifer is providing public involvement support, visual production, and social media management for construction of the second major Bus Rapid Transit (BRT) system in the state of Utah. The OGX project will connect the FrontRunner commuter line to several key destinations in Ogden including the downtown historic district, high schools and jr. high schools, Weber State University and McKay-Dee Hospital. Jennifer's role includes implementation of the public involvement approach, visual and graphic design, social media content creation and management, support for the business promotion program, community event outreach, and traditional "boots on the ground" outreach.

Erie Colorado Parks & Recreation Community Outreach – Erie, CO | Erie Parks & Recreation Department (2020)
In early 2020, The Langdon Group was selected to provide public engagement services for the Erie Parks and Recreation Department with the goal of enhancing public awareness of the Department's services in preparation to ask residents to vote on increased funding during the November 2020 election. In March 2020, the COVID-19 pandemic put a hold on the planned outreach initiatives and the Department determined that it would no longer be a good time to ask for additional funding. Jennifer worked with the client to pivot the engagement needs and developed a plan to not only continue building awareness of the services the Department provides but help facilitate ways in which staff could help support recreation options, even during the pandemic restrictions. Jennifer helped develop an engagement survey to gauge resident's recreation needs during COVID, created social media posts to showcase the Department's ongoing efforts to serve the community, and created outdoor activity stations to help parents and children disconnect from the virtual world and find socially distant ways to play outside and utilize Erie's recreation amenities.

UTA Service Choices – Wasatch Front Metropolitan Area | Utah Transit Authority (2019)
In 2018, the Utah Transit Authority (UTA) started an initiative to re-evaluate how it distributes bus service throughout the Wasatch Front. UTA recognized that it must balance ridership (attracting as many riders as possible) and coverage (being available in as many places as possible, even if not many people ride). Both goals were important, but they lead in opposite directions. In early 2019, The Langdon Group was hired to engage communities along the Wasatch Front to help determine the appropriate balance between ridership and coverage. TLG facilitated a process to identify specific goals for the Service Choices initiative, designed and implemented an inclusive outreach campaign, created an interactive public online survey, and helped UTA assess the success of the public outreach process. Jennifer helped provide grassroots public outreach, co-managed the creation of the online public survey, and scheduled a series of workshops and public information events in conjunction with the engagement and data collection efforts led by Jarrett Walker & Associates.

Appendix: Certification Regarding Debarment and Lobbying

THE LANGDON GROUP

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as "Firm")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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this form 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 form 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

4. The Firm certifies, by signing this form 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.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

J-U-B Engineers, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	Spokane City On-call Public Engagement Program Title (Type or Print)
Laurel Fritz Name of Certifying Official (Type or Print)	 Signature
Director of Finance Title of Certifying Official (Type or Print)	3/3/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J-U-B Engineers, Inc.

Organization:

2760 W Excursion Ln, Suite 400

Street address:

Meridian, ID 83642

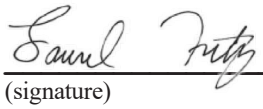
City, State, Zip:

Laurel Fritz

CERTIFIED BY: (type or print)

Director of Finance

TITLE:



(signature)

3/2/2026

(date)

J-U-ENG-01 BLADA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2026

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).

PRODUCER	CONTACT NAME: Danika Blank
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): (208) 454-1114 E-MAIL ADDRESS: danika@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of America	19046
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : XL Specialty Insurance Co.	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Langdon Group
999 West Riverside Avenue, Suite 700
Spokane, WA 99201

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6802R22997A	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA8P008954	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1C547849	8/1/2025	8/1/2026	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		UB8K158532	8/1/2025	8/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Each Claim/Aggregate	5,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are additional insureds, waiver of subrogation and 30 days' notice of cancellation apply.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenny Kroll

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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".

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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.

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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

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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

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such contract. The waiver applies only to the person or organization designated in such contract.

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BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: BA-8P008954-25-47-G ISSUE DATE: 07-08-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** _____

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** _____

PERSON OR ORGANIZATION: SPOKANE COUNTY

ADDRESS: ATTN CONTRACT E2015-4
1101 W COLLEGE AVE STE 241B
SPOKANE WA 99201

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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Washington State Department of Revenue

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
Brewster General Business - Non-Resident	001892			Active	Feb-28-2027	Jan-29-2020
Omak General Business - Non-Resident	3085			Active	Feb-28-2027	Sep-06-2017
Spokane General Business	T12073223BUS			Active	Feb-28-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	01352			Active	Feb-28-2027	Feb-18-2004

Owners and officers on file with the Department of Revenue

Filter

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: 6/2/2026 11:02:52 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0560		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (HORROCKS)		

Agenda Wording

On-call contract for public engagement services with the Horrocks for $75,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 75,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Contract Signer – Jake Menard,	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0560

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HORROCKS**, whose address is 714 North Iron Bridge Way, Suite 201, Spokane, Washington 99202, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant

shall furnish acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. LIMITATION OF LIABILITY.

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to the City, and anyone claiming through or under the City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, and breach of contract, shall not exceed $75,000. Any claims for personal injury including death are not subject to this limitation of liability.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month

placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

19. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

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

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HORROCKS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-131

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Horrocks
Submitted By	Horrocks Horrocks - Monday, March 23, 2026 11:20:27 AM [(UTC-08:00) Pacific Time (US & Canada)] wa_bus_dev@horrocks.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Gemma Puddy |208.290.1970| gemma.puddy@horrocks.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Jake Menard, PE, SE | 509.241.8775 | jake.menard@horrocks.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	On-Call Public Engagement Services for ICM_Horrocks.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N. Nelson St.
Spokane, WA 99202

Subject: On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee Members,

Horrocks is uniquely positioned to support the City of Spokane's Integrated Capital Management (ICM) Department with responsive, high-quality on-call public engagement services. Our team brings the tools, expertise, and capacity needed to help the City design and deliver communication strategies that meet each project's goals, budget, and timeline. We understand the City's commitment to transparent, accessible outreach throughout the planning, design, and implementation of capital projects, and we are ready to serve as an extension of City staff, filling gaps, providing targeted support, and ensuring the community stays informed, involved, and confident in the City's work. Horrocks offers dependable, adaptable engagement services that will help the City of Spokane build trust, strengthen community relationships, and deliver successful outcomes.

A	**Horrocks (Principal Place of Business):** 2162 W. Grove Pkwy., Ste. 100, Pleasant Grove, UT 84062 Jake Menard, PE, SE | jake.menard@horrocks.com | 509.241.8775	
B	**Legal Status of the Firm:** LLC	**Horrocks (Local Facility):** 714 N. Iron Bridge Way, Ste. 201, Spokane, WA 99202 | Gemma Puddy | gemma.puddy@horrocks.com | 208.290.1970
C	**Current or Former City Employees:** N/A	
D	Horrocks meets the minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications". Our firm has over five (5) years of experience supporting public engagement activities and is fully licensed to conduct business in the State of Washington.	
E	Horrocks will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City.	

Please feel free to contact our Project Manager, Gemma Puddy, should there be any questions regarding the information we have provided in this proposal.

Sincerely,

Gemma Puddy
Project Manager
March 23, 2026

Jake Menard, PE, SE
Technical/Local Advisor
March 23, 2026

3.3 TECHNICAL PROPOSAL

3.3.A. UNDERSTANDING, APPROACH, AND METHODOLOGY

UNDERSTANDING OF THE CITY'S REQUIREMENTS

The City of Spokane's ICM Department seeks on-call public engagement support that is flexible, scalable, and aligned to each project's goals, audiences, timeline, and budget across planning, design, and implementation phases. Success requires transparent, accessible, and consistent communication; compliance with City protocols; and the ability to respond to quick-turnaround task orders while maintaining quality within schedule and budget constraints. Horrocks' Public Engagement team will operate as an extension of City staff, providing added tools and capacity to fill gaps, coordinating with project team members and City officials, and keeping engagement efforts well-documented and easy to follow.

PROPOSED APPROACH

Our team will partner with the City's ICM Department to develop strategies and tactics tailored to each project's goals, audiences, timeline, and budget. We will design and implement flexible, scalable outreach processes that support informed decision-making and transparent, consistent communication with stakeholders, elected officials, and the public throughout each project. These activities may include:

Public Engagement Plan (PEP) & databases: Develop a concise PEP (goals, key messages, priority audiences, strategies, communication protocols, milestones) and an outreach calendar linked to the project schedule. Build/maintain stakeholder lists, and manage contact history in a GIS-enabled database to visualize comment hot-spots and participation trends.

Workshops, open houses, pop-ups, community events: Plan accessible in-person and online formats (agendas, boards, handouts, presentations) that comply with legal and accessibility requirements and meet people where they are.

Stakeholder coordination & facilitation: Coordinate meetings with agencies, businesses, and community organizations; facilitate productive discussions; document comment themes and action items in structured summaries.

Digital engagement & surveys: Stand up project webpages, online meeting pages, and surveys; support distribution; and synthesize feedback in clear, visual summaries for decision-makers and public transparency.

Branding & materials: Produce clear collateral (newsletters, one-pagers, mailers, infographics, renderings, short videos) that integrate City branding with project-specific identity. Multilingual translation can be provided.

Media & social media support: Coordinate with City channels and local media; provide key messages and, if needed, crisis communications and protocols.

Youth-focused & non-traditional outreach: Partner with trusted organizations and schools to engage under-represented audiences through tailored, inclusive tactics that ensure all voices are heard in shaping projects solutions.

Documentation & reporting: Maintain a consistent records system; compile engagement reports that show who we reached, what we heard, and how input informed decisions.

METHODOLOGY FOR MANAGEMENT AND PROACTIVE RESPONSE TO ISSUES/SCOPE CHANGES

Our project management methodology includes defined roles and lines of authority, detailed cost/schedule tracking, thorough Quality Control/Quality Assurance (QC/QA) reviews, and frequent check-ins to ensure project progress and team collaboration. As task orders are assigned, our Project Manager, Gemma Puddy, will collaborate with the City to confirm scope, deliverables, budget, and schedule requirements. Any change in scope will be promptly communicated and no costs related to scope change will be incurred without mutual agreement between Horrocks and the City.

Our team is adaptable to the unpredictable nature of on-call work, tailoring engagement activities to each project's goals, timeline, and community context. We will stay responsive by quickly identifying potential issues, elevating them to the City, and developing mitigation strategies to keep projects moving, remaining nimble and flexible as needs and scopes evolve.

3.3.B. EXAMPLE WORK PLAN, SCHEDULE, AND DELIVERABLES

Horrocks will partner with the ICM Department to design and implement an outreach process that supports informed decision-making and transparent communication with stakeholders, elected officials, and the public. Our team will work closely with City staff to tailor engagement activities to each task order. The following example work plan illustrates how Horrocks would approach the tasks outlined in Section 3.3 of the RFP.



Kick-off Meeting with City Staff: Confirm project/engagement goals, audiences, success metrics, schedule, communications protocols, and approvals workflow; review existing materials/data; agree on survey platform and reporting format.

- **Deliverables:** Kick-off agenda and summary; draft PEP; stakeholder list framework. (Completion June 2026)
- **Assumptions:** One 60–90-minute meeting with two Horrocks staff; City provides existing materials and branding files before meeting.
- **City Involvement:** Attend and participate; validate goals, audiences, key messages, and approval flow.

Task 2 **Engagement Meeting with Elected Officials and/or City Administration staff:** Prepare materials and facilitate a briefing to share objectives, decision points, and upcoming engagement plan; gather early feedback to promote trust and transparency throughout the process.

- **Deliverables:** Slide deck; key messages; meeting summary. (Completion July 2026)
- **Assumptions:** One 60-minute session; City schedules attendees.
- **City Involvement:** Identify invitees; co-present if desired; approve materials.

Task 3 **External Stakeholder Meetings:** Plan and facilitate two meetings (e.g., neighborhood, business, agency partners, and/or other interested/affected parties) to gather insights early.

- **Deliverables:** Invite emails; agendas; materials/visuals; attendance and comment logs; summaries with themes and action items. (Completion August 2026)
- **Assumptions:** Hold two small-group meetings of 30 attendees or less, per meeting; present materials; facilitate discussion and gather interactive feedback.
- **City Involvement:** Approve invite list and materials; attend.

Task 4 **Survey Development and Collation of Responses:** Develop concise, and accessible survey to capture community input; launch via City and project channels; analyze responses; produce visuals and summary of key findings.

- **Deliverables:** Print survey and online survey; summary of survey responses and key comment themes; visual graphics summarizing survey results. (Ongoing - Completion December 2026)
- **Assumptions:** Utilize Survey 123 platform per City preference; develop up to eight questions for live survey (four to six weeks duration, assuming 100 responses).
- **City Involvement:** Support survey direction to meet project goals.

Task 5 **City Council Committee Presentation:** Prepare a presentation summarizing engagement activities, audiences, feedback, and how it shaped the recommendations/outcome.

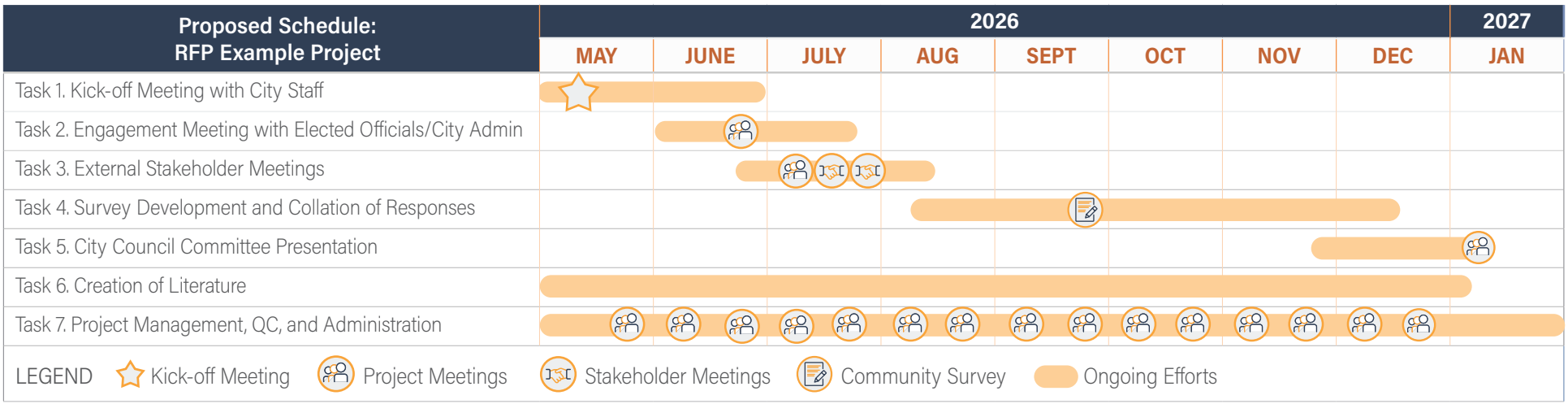
- **Deliverables:** Slide deck and speaking notes. (Completion January 2027)
- **Assumptions:** One committee meeting; time allotment per Council norms.
- **City Involvement:** Coordinate agenda slot; approve materials; present/co-present.

Task 6 **Creation of Literature:** Prepare materials that support public understanding of the project and engagement opportunities following City brand guidelines.

- **Deliverables:** Content to support City updates; project one-pager with two updates; two press releases; one set of website content with two updates; project-branded business cards. (Ongoing - Completion January 2027)
- **Assumptions:** Includes overarching outreach materials; task-specific materials provided with their respective tasks; no translation services included.
- **City Involvement:** Support creation of outreach aligned with City and project objectives.

Task 7 **Project Management, QC/QA, and Administration:** Ongoing coordination and bi-weekly team meetings, action tracking, schedule and budget monitoring, invoicing, records management, QC/QA reviews, and risk/issue escalation.

- **Deliverables:** Brief weekly email updates; meeting agendas/minutes. (Ongoing - Completion January 2027)
- **Assumptions:** Regular meetings may occur in person, online, or in a hybrid format.
- **City Involvement:** Provide reviews/approvals.



3.4 MANAGEMENT PROPOSAL

3.4.A. FIRM EXPERIENCE

Horrocks has helped design and improve community infrastructure across the western United States since 1968. We offer the public engagement expertise and capacity needed to support the City's ICM Department. Our team delivers engagement services at every project phase—planning, environmental, design, and construction. Through our work with the City of Spokane and other local agencies, we understand the importance of building consensus, ensuring equitable and accessible outreach, and incorporating community input meaningfully into project planning, design, and implementation.

How Horrocks Meets Minimum Qualifications

Horrocks has provided public engagement services for 12 years and has a team of more than 20 communications professionals with extensive experience in public engagement and outreach.

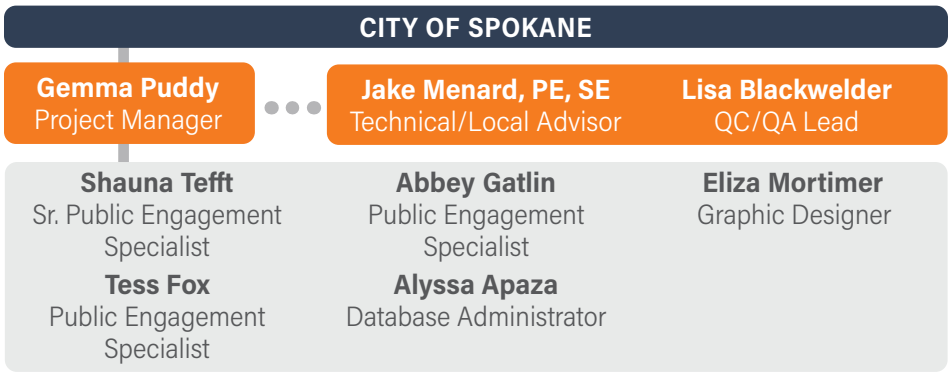
Horrocks' Washington Business License | Unified Business ID #: 602884898 | Issued: 12/5/2025 | Expiration: 12/31/2026

Resource Allocation, Lines of Authority, and Responsibility

We will deliver fully integrated public engagement services under a unified management structure led by Project Manager Gemma Puddy, the City's primary point of contact. Gemma will ensure the quality, timeliness, availability, and delivery of the Horrocks team. She will allocate team resources for each task order. This structure provides clear authority and ensures consistent technical analysis and coordinated public messaging.

Project Team Qualifications and Experience

Our firm is committed to ensuring that the staff identified in this proposal will perform the work as assigned. **Refer to the resumes in the Appendix for a detailed summary of our personnel experience.**



Gemma Puddy | Project Manager | MA Professional Communications and Graphic Design; BLA Landscape Architecture | Gemma will have the prime responsibility and authority for the work. She will provide strategic leadership, planning, and execution of comprehensive public engagement services, including regulatory compliance, stakeholder engagement, and proactive risk management to build public trust and support project success. Gemma has over 15 years of experience with local and state agencies across the Intermountain West, including in central and eastern Washington, leading stakeholder interviews, working groups, open houses, media and social media support, branding, visualizations, and outreach materials such as flyers, business cards, and surveys. She is a skilled facilitator who excels at connecting stakeholders and project teams. **Availability: 45% | Time Assigned to the Project: 35%.**

Jake Menard, PE, SE | Technical/Local Advisor | MS, BS Civil Engineering | WA PE, SE No. 42801 | Jake will provide technical engineering expertise, support public meetings with clear technical explanations, and coordinate with staff to ensure accurate messaging. He brings 25 years of civil engineering experience and excels at translating complex technical information into clear, accessible messages for non-technical audiences. His work managing multiple City of Spokane projects gives him a strong understanding of City requirements. Jake's strong communication skills and collaborative approach improve coordination across disciplines, agencies, and stakeholders. **Availability: 50% | Time Assigned to the Project: 10%.**

Lisa Blackwelder | QC/QA Lead | MA, BA English | Lisa will provide QC/QA oversight to ensure all deliverables meet the City's standards, project requirements, and regulatory guidelines. She has 25 years of technical writing experience and serves as Horrocks' Technical Documents Manager, supporting deliverables for municipalities, planning organizations, special service districts, and state Departments of Transportation (DOT). Lisa's expertise includes writing and editing, content strategy, document layout, and implementing best practices across content types. She conveys key messages effectively through strong attention to detail, strategic thinking, and audience-focused communication. **Availability: 30% | Time Assigned to the Project: 10%**

Shauna Tefft | Sr. Public Engagement Specialist | BS Business Administration and Fine Arts | Shauna will support the public engagement task orders, develop communication strategies, organize activities, create informative materials, gather feedback, and collaborate with project teams. She has 23 years of experience in public engagement, transportation marketing, and construction management. Her work includes leading strategic communication projects and marketing campaigns for the Idaho Transportation Department (ITD) and the Office of Highway Safety (OHS), including branding, video production, website design, messaging strategies, and digital asset creation. Shauna is experienced in facilitating and leading stakeholder working groups, in-depth interviews, and public meetings for municipalities. **Availability: 30% | Time Assigned to the Project: 10%.**

Tess Fox | Public Engagement Specialist | BS Journalism | Tess will drive day-to-day public engagement activities on projects, including communication strategies and developing relationships with stakeholders. She has seven years of experience in communications, marketing, and public engagement, with strengths in project management, public communications, and branding. Tess' journalism background strengthens her understanding of municipal issues. She has led public engagement for transportation, water, and sewer projects, producing high-quality content, guiding communications strategies, and resolving stakeholder concerns, and brings extensive experience working with municipalities and special service districts. Originally from Wenatchee, WA, she is invested in the Spokane area, attended the University of Idaho in Moscow, and worked as a freelance photographer for the *Spokesman-Review* during college. **Availability: 30% | Time Assigned to the Project: 20%.**

Abbey Gatlin | Public Engagement Specialist | BA Integrated Media and Strategic Communications | Abbey will coordinate stakeholder outreach and public engagement efforts while providing strategic communications and support for public meetings. She has three years of communications experience working with municipal, state, federal, tribal, and non-government organizations. Abbey specializes in strategic communication materials, including stakeholder outreach, public comment resolution, and public meeting content. She effectively engages diverse stakeholders to ensure initiatives are clearly communicated. **Availability: 30% | Time Assigned to the Project: 10%.**

Alyssa Apaza | Database Administrator | BS Social Work | Alyssa will maintain clean, organized stakeholder data, integrate outreach lists, and securely export information to support targeted outreach, accurate reporting, and compliant records management. She has four years of public engagement experience, including managing communications, facilitating meetings, and preparing documentation. Alyssa leads Horrocks' internal public engagement database by organizing, tracking, and exporting stakeholder interactions, ensuring complete and compliant records through meticulous comment tracking, hotline and email management, and detailed outreach logs that support accurate reporting and informed decision-making. **Availability: 35% | Time Assigned to the Project: 5%.**

Eliza Mortimer | Graphic Designer | BA Art and Design | Eliza will create visually engaging communications and graphic designs, and provide technical document layout and production support. She has eight years of experience and a strong background in graphic design, supporting our public engagement team for both infrastructure projects and internal communications. Eliza develops social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards. Her technical skills include producing 3D maps and roadway typical sections that enhance transportation and planning projects. **Availability: 25% | Time Assigned to the Project: 10%.**

3.4.B. CONTRACTS HELD FOR SIMILAR PROJECTS DURING THE LAST THREE YEARS

Over the past three years, we have held similar contracts listed below. We take great pride in serving our clients and communities, and we are grateful for the repeat work we receive from them. Please feel free to contact the references provided.

1. **ITD | I-90, WA State Line to Sherman Ave. Study, Kootenai County, ID |** 2021-2025, Erika Bowen, PE, ITD Bonding Program Office, TECM Engineer Manager, 208.265.4312, erika.bowen@itd.idaho.gov | Horrocks led public engagement efforts to support ITD's 15-mile I-90 corridor study that included information sharing, stakeholder and community outreach, and developing communication materials, tools, and databases to gather public feedback.
2. **ITD | I-90, US-95 Interchange (IC), Kootenai County, ID |** 2022-2024, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov | Horrocks developed a PEP, managed a stakeholder database, and implemented targeted outreach strategies.
3. **ITD | I-90 Widening, SH-41 to US-95, Kootenai County, ID |** 2025-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov | Horrocks is developing project branding and maintaining a comprehensive stakeholder database including previous I-90 Corridor projects.
4. **ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID |** 2024-Ongoing, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
5. **ITD | SH-53, Rathdrum Turn Lanes, Kootenai County, ID |** 2024-2025, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
6. **ITD | I-90, Morning Mill IC, Shoshone County, ID |** 2024-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov.
7. **ITD | US-95, Palouse Region Planning and Environmental Linkages (PEL) Study, Latah County, ID |** 2024-Ongoing, Janet Zarate, PE, ITD Project Manager, 208.799.4218, janet.zarate@itd.idaho.gov.
8. **ITD | Snake River Crossing Study, Twin Falls County, ID |** 2022-Ongoing, Angie Heuring, ITD Highways Program Project Manager, 208.334.8047, angie.heuring@itd.idaho.gov.
9. **ITD | SH-55 and Deinhard-Boydstun, McCall, ID |** 2023-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.
10. **ITD | Clearwater Crossings, Lewiston, ID |** 2021-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.

3.4.C. CONTRACT TERMINATIONS

Horrocks has not had any contracts terminated for default in the last five (5) years.

3.5 COST PROPOSAL

DIRECT LABOR SUMMARY

STAFF	HRS	PAY RATE $/HR W/OH & PROFIT	ANT. % RAISE DURING PROJECT	RATE ON COST PROPOSAL	TOTAL
Gemma Puddy, Project Manager	165	$175.00	4.00%	$182.00	$30,030.00
Jake Menard, PE, SE, Technical/Local Advisor	4	$290.00	4.00%	$301.60	$1,206.40
Lisa Blackwelder, QC/QA Lead	7	$190.00	4.00%	$197.60	$1,383.20
Shauna Tefft, Sr. Public Engagement Specialist	17	$175.00	4.00%	$182.00	$3,094.00
Tess Fox, Public Engagement Specialist	98	$120.00	4.00%	$124.80	$12,230.40
Abbey Gatlin, Public Engagement Specialist	13	$100.00	4.00%	$104.00	$1,352.00
Alyssa Apaza, Database Administrator	7	$100.00	4.00%	$104.00	$728.00
Eliza Mortimer, Graphic Designer	26	$110.00	4.00%	$114.40	$2,974.40
	337				$52,998.40
Subtotal					$52,998.40
Total Labor					$52,998.40

LABOR AND EXPENSES TOTAL COST

$54,774.48

DIRECT EXPENSES SUMMARY

DESCRIPTION	UNIT	QTY	ITEM COST	TOTAL
Mileage - Personal Vehicle	Mile	1334	$0.62	$827.08
Printing - Business Cards (250)	Set	2	$30.00	$60.00
Printing - Display Boards 24x36	Each	8	$40.00	$320.00
Printing - Flyers - Full Sheet	Each	300	$0.37	$111.00
Printing - Flyers - Half Sheet	Each	300	$0.36	$108.00
Public Meeting - Misc. Supplies	Lump	2	$75.00	$150.00
Technology - Online Surveys	Each	1	$200.00	$200.00
			Total ODC	$1,776.08

EXAMPLE PROJECT - TASK BREAKDOWN

TASK	COST	HOURS	Gemma	Jake	Lisa	Shauna	Tess	Abbey	Alyssa	Eliza
			$182.00	$301.60	$197.60	$182.00	$124.80	$104.00	$104.00	$114.40
TASK 1. KICK-OFF MEETING WITH CITY STAFF: Prepare for and participate in Kick-off Meeting, and draft PEP with stakeholder list.										
SUBTOTAL	$6,037	38	18	1	1	1	15	0	2	0
TASK 2. ENGAGEMENT MEETING WITH ELECTED OFFICIALS AND/OR CITY ADMINISTRATION: Prepare materials and facilitate a briefing.										
SUBTOTAL	$3,713	23	12	1	0	0	8	0	0	2
TASK 3. EXTERNAL STAKEHOLDER MEETINGS: Plan and facilitate two stakeholder meetings.										
SUBTOTAL	$12,168	80	35	0	2	5	21	7	0	10
TASK 4. SURVEY DEVELOPMENT & COLLATION OF RESPONSES: Create, distribute, and summarize findings.										
SUBTOTAL	$9,511	65	22	0	2	5	19	6	5	6
TASK 5. CITY COUNCIL COMMITTEE PRESENTATION: Prepare presentation and co-present.										
SUBTOTAL	$3,744	23	13	0	1	1	8	0	0	0
TASK 6. CREATION OF LITERATURE: Prepare materials that support overall public understanding of the project.										
SUBTOTAL	$5,522	37	15	0	1	1	12	0	0	8
TASK 7. PROJECT MANAGEMENT, QC, AND ADMINISTRATION: Biweekly meetings, coordination, invoicing, reviews.										
SUBTOTAL	$12,303	71	50	2	0	4	15	0	0	0
TOTAL LABOR HOURS		337	165	4	7	17	98	13	7	26
	$52,998		$30,030	$1,206	$1,383	$3,094	$12,230	$1,352	$728	$2,974

APPENDIX



Gemma Puddy | Project Manager

Gemma brings 15 years of public engagement experience supporting a wide range of engagement efforts. Her background in communications, graphic design, planning, and landscape architecture gives her a unique ability to translate complex issues into clear and visually compelling information. She is an experienced facilitator who excels at connecting stakeholders with project teams and guiding productive, solutions-focused conversations. Gemma has led public engagement activities for both public and private agencies across environmental, design, and construction phases, including branding, media planning, field outreach, online engagement, public meetings, and community presentations. She attributes her success to engaging political, agency, and community stakeholders early and often, which supports proactive problem solving, provides a holistic understanding of key issues, and ensures decisions reflect the needs of each audience.

EDUCATION

MA Professional Communications and Graphic Design, Westminster College

BLA Landscape Architecture, Kansas State University

PROFESSIONAL AFFILIATIONS

Coeur d'Alene 2030 Marketing Committee

International Association for Public Participation (IA2P2) - Idaho Representative

SELECTED EXPERIENCE

ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID | Project Manager | Horrocks provides comprehensive public engagement support for the construction of a new IC, 2.5 miles east of the ID/WA line, including project management, PEP development, and coordination with ITD. Our team manages the project email account, updates the project webpage, and maintains a GIS stakeholder database. Horrocks supports mass communications through press releases, social media coordination, and media tracking, and conducts targeted outreach to transportation partners, residents, and businesses. The team also develops project materials, including flyers, a construction mailer, and milestone email updates, to ensure stakeholders receive clear and timely information throughout construction. Gemma leads the team and serves as the primary coordinator with ITD.

ITD | I-90, WA State Line to Sherman Ave., Kootenai County, ID | Sr. Public Engagement Specialist | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Gemma managed collateral/website development and has facilitated four in-person and online public meetings to collect feedback on the study. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Lead | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. The unique strategic communication needs on the project provided opportunities to conduct live events, radio broadcasts, podcasts, and use mobile updates and variable message boards to provide communication about alternate routes during closures. Our team also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Gemma provided a detailed and well-coordinated outreach plan to reach a diverse group of local and regional travelers to minimize impacts to the traveling public.



Jake Menard, PE, SE | Technical/Local Advisor

Jake has 25 years of experience managing and delivering multidiscipline transportation projects of all sizes. He brings strong technical communication skills that enhance public engagement on complex civil engineering projects. Jake has led large public meetings with hundreds of participants, as well as public hearings, stakeholder meetings, and workshops involving dozens of key stakeholders and affected property owners. His collaborative approach brings together multidisciplinary teams, agency staff, property owners, and project stakeholders to build consensus and support informed decision-making. Jake also proactively engages client personnel to ensure project decisions align with safety, operations, and maintenance priorities. By fostering open communication and a project-first mindset, he ensures diverse perspectives are heard and incorporated throughout planning and design.

EDUCATION

MS, BS Civil Engineering, Marquette University

LICENSE/ CERTIFICATION

WA PE, SE No. 42801

ID PE, SE No. 16098

SELECTED EXPERIENCE

City of Spokane | Greene, Freya, Havana Bridges, Spokane, WA | Project Manager/Bridge EOR | Horrocks is providing design and construction services to preserve and repair four bridges, focusing on deck surface preparation, the application of a polyester polymer concrete overlay, and joint repairs to enhance longevity and safety. Jake works closely with City staff in ensuring the project team meets quality standards while being compliant to state and federal guidelines. He oversees the project from planning through construction, manages the schedule, and develops cost estimates.

***City of Spokane | Maple Street Bridge Deck Rehabilitation, Spokane, WA | Project Manager/Bridge EOR** | This deck rehabilitation project was unique in that the bridge deck required repair; however, the load rating capacity of the bridge was right at the legal load limit and had little to no reserve capacity to add weight. Jake developed a deck preparation approach in collaboration with the City to utilize diamond grinding to remove ¾" of existing concrete and replace it with a polyester concrete overlay which eliminated adding weight to the bridge. He led the development of the plans and the specifications package in compliance with Federal-aid standards on behalf of the City. Jake was involved throughout construction and provided prompt and practical solutions to address issues in the field.

***City of Spokane | Greene St. Bridge Rehabilitation, Spokane, WA | Structures Task Lead** | This bridge rehabilitation project added FRP strengthening, epoxy crack injection, and other structural repairs. When Jake took over as Structures Task Lead during construction, the surface preparation was underway and soon revealed that the extent of cracking in the bridge deck was beyond the previously planned work. He assisted the City staff in working with the contractor to minimize the overall impacts during construction. Jake met the project team regularly on-site to help keep progress moving. He also led the development of several design changes to help expedite and simplify the work. Under Jake's leadership, the City received prompt service and a practical approach to resolving issues.

***ITD | I-90, SH-41 IC, Post Falls, ID | Project Manager** | Jake managed a multidisciplinary team of more than 50 engineers and technicians, including eight subconsultants, while achieving an 8% DBE goal. This IC reconstruction project included realignment and widening of portions of I-90 and SH-41, ramp modifications, and local road improvements to increase traffic capacity/operations while improving safety. Jake facilitated a value engineering study that led to the innovative, offset Single Point Urban IC design. He also led a construction staging workshop with key stakeholders that established goals and restrictions for maintaining traffic during construction. The high traffic volumes and site constrictions required a seven-stage approach, developed by Jake, to successfully achieve these goals.

**Experience prior to joining Horrocks*



Lisa Blackwelder | QC/QA Lead

With 25 years of experience in technical and business communication, Lisa specializes in content strategy, document production, layout and formatting, writing, editing, and government regulatory compliance. She brings strong attention to detail and tailors messages to meet the needs of each project team and audience. Lisa has supported all stages of the project and content life cycle, from early planning through writing, editing, revising, and delivering final, publication-ready deliverables. Her experience includes National Environmental Policy Act (NEPA) documents, technical reports, public engagement materials, manuals, research reports, and other deliverables for municipalities, planning organizations, special service districts, and DOTs.

EDUCATION

MA English, California State University-East Bay

BA English, Walla Walla University

PROFESSIONAL AFFILIATIONS

WTS

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Technical Editor | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, Schweitzer Engineering Laboratories (SEL), and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Lisa edited public engagement content, including public meeting materials and collateral, and technical reports, such as for traffic, mobility, and logical termini.

ITD | Snake River Crossing Study, Twin Falls County, ID | Technical Editor | Horrocks is leading public engagement and communications for this study, developing and implementing a collaborative outreach process that includes interviews with local agencies, formation of executive, technical, and community working groups, clear messaging, public meetings, and ongoing stakeholder engagement and documentation. The study addresses long-standing mobility challenges created by the limited number of aging Snake River Canyon crossings, with the US-93 Perrine Bridge projected to reach functional capacity within the next decade, and will evaluate capacity improvements and potential new crossing locations to support a long-term regional mobility vision for South Central Idaho. Lisa is leading the technical editing efforts for public engagement materials, including reports, flyers, and other types of collateral.

ITD | SH 55, Pear Ln. to Middleton Rd., Nampa, ID | Technical Editor | Horrocks recently completed the preliminary design and Categorical Exclusion NEPA document for the 10-mile expansion of SH-55. Horrocks supported RBCI's public and agency outreach efforts by developing innovative online GIS tools to communicate design alternatives; engaging directly impacted property owners through in-person and online meetings; leading stakeholder scoping activities; supporting public meetings by implementing new communication platforms aimed at engaging the public during the COVID-19 pandemic; and presenting project information to cities, counties, highway districts, Community Planning Association of Southwest Idaho (COMPASS), ITD leadership, and Federal Highway Administration (FHWA) operations engineers. Support included creating collateral such as informational videos, mailers, surveys, and maintaining communication databases and systems such as a GIS stakeholder database and a project hotline. Lisa worked with the project team to complete technical editing reviews for an Environmental Assessment. She edited, formatted, and applied branding to the traffic report and aquatic resources delineation report.



EDUCATION
BS Business Administration and Fine Arts, Seattle Pacific University

PROFESSIONAL AFFILIATIONS
WTS

Shauna Tefft | Sr. Public Engagement Specialist

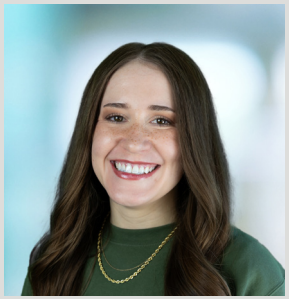
Shauna brings more than two decades of experience in transportation marketing and construction management. She leads Horrocks' public engagement efforts in Idaho, facilitating public and stakeholder meetings, overseeing graphic design, and developing communication plans. Shauna specializes in government awareness campaigns and understands the tactics, channels, and messaging that resonate with communities. She has led strategic communication projects and created marketing campaigns for ITD and the OHS, including messaging strategies, branding, video production, website design, and digital asset creation. Shauna's work spans local, regional, and state entities, and she is skilled at navigating sensitive community issues to develop clear, diplomatic solutions.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Public Engagement Lead | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Shauna works closely with ITD and our active transportation planners and environmental specialists to support a comprehensive review of environmental, social, and economic planning efforts.

ITD | I-90, WA State Line to Sherman Ave., Kootenai, ID | Public Outreach Lead | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Shauna crafted messaging strategies, public engagement plans, and hosted an in-person and online open house. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Support | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Shauna supported this effort by helping create a robust stakeholder database and delivering consistent communication to both stakeholders and the public.



EDUCATION
BS Journalism, University of Idaho

Tess Fox | Public Engagement Specialist

Tess has seven years of experience in communications, marketing, and public engagement, including project management, public communications, and branding. She is a deadline-driven public engagement specialist who thrives in fast-paced, high-pressure environments. Tess' journalism background strengthens her project management skills and gives her a strong understanding of municipal issues and public perception. She has supported transportation, water, and sewer projects for the Utah Department of Transportation (UDOT) and other municipal entities, where she has consistently produced high-quality content, guided communication strategies, and effectively de-escalated stakeholder interactions.

SELECTED EXPERIENCE

Ada County Highway District (ACHD) | Marigold St., Garrett St. to Glenwood St, Garden City, ID | Public Engagement Specialist | Horrocks is providing planning, analysis, and concept-level design services for a multimodal corridor study, evaluating options to improve safety and mobility. The study will assess existing and future conditions, bicycle and pedestrian connectivity, Americans with Disabilities Act (ADA) and lighting needs, traffic operations and potential signal warrants, access management, and the need for the existing center turn lane. All work will be completed in accordance with Idaho Standards for Public Works Construction (ISPWC) specifications and to support ACHD's decision making and future design phases. The team will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be used to gather additional feedback from the public. Tess will lead the stakeholder meetings as the project representative and facilitate conversation between the project team and key groups. She will also lead and execute the public meeting, interacting with stakeholders to gather feedback.

ACHD | Linder Rd., US 20/26 to SH-55 Phase 2, Eagle, ID | Public Engagement Specialist | Horrocks is collecting project data through public engagement activities, survey services, stormwater analysis, and preliminary design to support future design phases in accordance with ACHD's adopted corridor concept. The study also includes geotechnical investigation. Our team is developing deliverables that align with ACHD's goals, coordinating closely with stakeholders and utility providers, and organizing all collected information to effectively inform subsequent design phases and phase construction. We will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be planned and held to gather additional feedback from the public. Tess will lead the planning and execution of stakeholder meetings and a public meeting, and oversee content creation, boots-on-the-ground efforts and documentation of public engagement activities.

West Valley City/UDOT | Lancer Way Reconstruction, 2700 W. to 3200 W., West Valley City, UT | Public Engagement Lead | Horrocks provided public engagement and construction management services on this local road reconstruction project, which added new drainage systems, sidewalk, park strip and other beautification. This section of road contained houses, condos and a Section 8 housing complex, as well as West Valley City Hall and West Valley's Utah Transit Authority (UTA) bus and Trax station. Granger High School and a major shopping center were located on either end of the project. Major traffic impacts were needed as part of the reconstruction, including one-way traffic, rolling road closures and driveway closures. Tess drove the day-to-day public engagement activities, including construction meeting attendance, strategy and implementation of public outreach and de-escalating stakeholder concerns. She worked closely with the project team to address concerns with residents, primarily around right-of-way agreements.



EDUCATION

BA Integrated Media and Strategic Communications, Boise State University

Abbey Gatlin | Public Engagement Specialist

Abbey has three years of experience working in communications, collaborating with municipal, state, federal, tribal, and non-government organizations. She specializes in developing strategic communication materials, including stakeholder outreach content, public comment responses, and public meeting materials. Abbey's experience also includes managing email and social media communications, maintaining project websites, preparing presentation materials, creating signage and flyers, organizing stakeholder databases, and supporting workshops and engagement activities. She also contributes to project planning by assisting with scope development, identifying focus areas and strategies, and participating in project team meetings. With over 20 years of service in the U.S. Air Force and Air National Guard, Abbey brings strong leadership, collaboration skills, and a proven ability to engage diverse stakeholders.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Kootenai County, ID | Public Engagement Specialist | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Abbey supports stakeholder outreach and public communications by distributing project updates and coordinating invitations for working group and public meetings through email and social media channels. She reviews presentation materials for QC and maintains project website content to ensure timely and accurate information.

ITD | I-90, US-95 IC, Kootenai County, ID | Public Engagement Specialist | Horrocks is providing public engagement for this IC improvement project that emerged from the I-90 Corridor Study completed in 2023. The goal of the IC project is to enhance safety and improve mobility in anticipation of traffic volumes doubling by 2045. The initial design included the US-95 bridge over Appleway Ave., along with streamlined access to route. Public feedback from the initial stakeholder meetings and open house highlighted concerns about business access and proposed travel routes. In response, the ITD team reassessed the design alternatives using updated traffic data and made revisions while still providing safe and efficient traffic flow. Feedback from the second round of stakeholder meetings and open house showed that, while some frustrations persisted, participants appreciated ITD's efforts to address community concerns. Final design decisions will be made in the coming months, incorporating this second round of community input and ongoing collaboration with key organizations, business owners, and property owners. Abbey supports public information efforts by maintaining project website content and posting updates to keep the public informed. She develops communication materials, including signage and flyers, to share construction updates and travel impacts.

ITD | Strategic Highway Safety Plan (SHSP), Statewide, ID | Public Engagement Specialist | Horrocks is supporting the development of Idaho's SHSP, which provides a statewide framework for coordinating highway safety goals, priorities, and programs aimed at reducing fatalities and serious injuries on Idaho roadways. The SHSP is developed through collaboration with safety partners across the state to identify priority safety strategies, strengthen partnerships, and align behavioral and infrastructure approaches that improve safety on all public roads. Abbey supports project planning and coordination by assisting with scope development, contributing to focus areas and strategies, and participating in project meetings. She assists with stakeholder outreach by organizing contact databases and drafting communications for workshops and engagement activities.



EDUCATION
BS Social Work,
Weber State University

Alyssa Apaza | Database Administrator

Alyssa has four years of experience supporting stakeholder outreach and engagement for municipal and transportation projects. She works closely with organizations and community members early in the process to build relationships, understand concerns, and create meaningful opportunities for participation. Alyssa is experienced in grassroots outreach methods that help reach underrepresented audiences and gather input that genuinely reflects community needs. She is skilled at identifying potential project impacts and communicating them in clear, accessible language that supports transparency and public trust. Alyssa also leads Horrocks' public engagement documentation system, ensuring all external interactions are accurately tracked, well organized, and ready for timely export to support reporting requirements and informed project decision-making.

SELECTED EXPERIENCE

ITD | SH-55, Farmway Rd. to Middleton Rd., Canyon County, ID | Public Engagement Coordinator | Horrocks provided the designed of 10 miles of roadway widening on SH-55. This project received partial Federal-aid funding, underwent a FHWA audit, and the design was approved by FHWA. Our team supported ITD by delivering a comprehensive public engagement program that included updating the PEP, maintaining the stakeholder database, and preparing coordinated communications such as talking points, fact sheets, FAQs, status reports, and outreach summaries. The team facilitated ongoing communication with ITD, developed outreach materials and multimedia content, and managed public inquiries and documentation through ProjectWise. Horrocks staff also planned and executed a range of public engagement activities, including business outreach, pop-up events, public meetings (in-person and virtual), and targeted outreach to underserved populations, while producing the necessary presentations, displays, website updates, and interactive tools to inform the public and gather meaningful feedback. Alyssa compiled all public engagement documentation, including tracking public comments and facilitating right-of-entry forms for impacted properties by sending required letters and conducting follow-up to ensure all documentation was accurate.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Coordinator | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Alyssa oversaw public engagement documentation and reporting by gathering, exporting, and combining all stakeholder interactions (hotline, email, and meetings) and tracking every public outreach effort, including mass emails, text messages, social media posts, and website updates, to create complete and accurate project records.

UDOT | I-15, Shepard Lane IC, Farmington, UT | Public Engagement Coordinator | Horrocks provided public engagement services by managing the project hotline, responding to stakeholder inquiries, and documenting all interactions to support implementation of the Design PEP. The team maintained consistent communication with the public, resolved issues raised through calls and emails, and ensured all outreach activities were accurately tracked and reported. Alyssa organized stakeholder meetings, managed hotline and email accounts, coordinated and distributed outreach materials to cities, partner organizations, and the public, facilitated meeting needs, documented meeting notes, and compiled all interactions and outreach records into the project database for reporting purposes.



EDUCATION
BA Design, Utah Valley University

Eliza Mortimer | Graphic Designer

Eliza brings eight years of graphic design experience with a strong background in graphic design, supporting our public engagement team for both infrastructure project teams and internal communications. She has developed comprehensive communication materials, including social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards for a variety of municipal and state government agencies throughout the Intermountain West. Eliza produces high-quality 3D maps and roadway typical sections that strengthen transportation and planning proposals. She is proficient in Adobe Illustrator, Photoshop, InDesign, Premiere Pro, and After Effects; experienced with Maxon Cinema 4D; and skilled in visual communication, layout design, and print production.

SELECTED EXPERIENCE

ITD | US-95 IC, Emma Ave. to Neider Ave., Kootenai, County, ID | Graphic Designer | Horrocks is providing public engagement services, environmental documentation, traffic analysis, construction phasing, and ITS and lighting design for the US-95 corridor between Emma Ave. and Nieder Av. As part of the larger effort to improve I-90 from the Washington state line to eastern Coeur d'Alene, this segment includes evaluating a proposed grade separation at Appleway Ave. and US-95, located just north of I-90. Public engagement began at the start of the study, employing various online and in-person tactics to engage regional and local stakeholders as individual projects developed. These efforts, which included branding, key messaging, outreach materials, and community meetings, facilitated ongoing communication, fostered trust with stakeholders, and enabled the collection of public feedback for community-supported solutions. Eliza supported the project by designing event boards, mailers, flyers, social media graphics, and project maps. Her work ensured all outreach materials were visually clear, consistent, and aligned with the project's communication goals.

ITD | US-95 Palouse Region PEL Study, Kootenai Co., ID | Graphic Designer | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Eliza provided graphic design support by developing new corridor concept maps and designing all public-facing materials, including event graphics, meeting boards, mailers, door hangers, flyers, and social media posts, to support the Summer 2025 public meeting and overall outreach effort.

ITD | S. Jefferson County Traffic Study, Jefferson County, ID | Graphic Designer | Horrocks is providing public engagement, planning, and traffic engineering services to develop a high-level program of improvements that reduce congestion and address safety across S. Jefferon County. The public engagement activities include maintaining a stakeholder database facilitating community stakeholder meetings, creating mailers and ads, meeting materials and coordination with ITD's project webiste. Eliza developed maps, graphs, charts, event board layouts, and meeting graphics for the February 2026 public meeting, along with flyers and a mailer to support outreach. She also produced digital-ready graphics that were expected to be shared on the project website.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as "Firm")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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this form 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 form 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

4. The Firm certifies, by signing this form 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.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Horrocks LLC Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects Program Title (Type or Print)
Brian Atkinson, PE Name of Certifying Official (Type or Print) Chief Operations Officer Title of Certifying Official (Type or Print)	Brian G. Atkinson Signature 3/23/26 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Horrocks LLC

Organization:

2162 W Grove Pkwy #100

Street address:

Pleasant Grove, UT 84062

City, State, Zip:

Brian Atkinson, PE

CERTIFIED BY: (type or print)

Chief Operations Officer

TITLE:

Brian G. Atkinson

(signature)

3/23/26

(date)

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 9, 2026

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 1 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Are you open to virtual support or prefer in-person?

   A: Some of the work would be completed in-person such as facilitation of public workshops, open houses, pop-ups, and community events and other work could be conducted virtually.

2. **Q:** To ensure we follow the City's instructions correctly, can you please confirm that the maximum five single-sided page limit applies collectively to Sections 3.3, 3.4, and 3.5? Given the level of detail requested for the draft example project and detailed budget, we want to confirm that five pages is the intended limit.

   A: The five-page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit.

3. **Q:** Can you please confirm if the page limit of 5 pages is per proposal (technical, management, and cost for a total max of 15 pages) or if the 5-page limit is inclusion of all three proposal elements?

   A: See Question/Answer #2 above.

4. **Q:** When developing the cost proposal based on an example project, should this example project included the example tasks outlined in the technical proposal?

   A: Yes.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 17, 2026

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 2 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Would a graphical cover be included or excluded from the page count?

   A: One graphical cover page is acceptable and is exempt from the page count limit.

2. **Q:** Will selected Vendors/Firms need to compete in additional rounds of procurement for individual projects under this contract, or will work be assigned directly to Vendors/Firms awarded under this RFP?

   A: The intent is to assign work directly under contract on an as-needed basis. The contracts will be optional use, and the City reserves the right to solicit a project separately if determined to be in the best interest of the City.

3. **Q:** If the Vendor/Firm has never been involved in lobbying, how do we indicate that on Attachment 2?

   A: Signature on Attachment 2 in the signature sections is sufficient for submitting with the Firm's Proposal. Disclosure of Lobbying Activities, if applicable while under contract, is through the Office of Management and Budget by completing the "Disclosure of Lobbying Activities" form following the instructions provided with the form.

4. **Q:** How much advance notice does the City anticipate providing to selected Vendors/Firms when project support is needed?

   A: A reasonable amount of notice will be provided.

5. **Q:** What ratio of in-person versus virtual engagement support does the City anticipate?

   A: The ratio will vary depending on individual project needs.

6. **Q:** Are there City branding or communications guidelines that Vendors/Firms should follow?

   A: Any applicable branding or communication guidelines will be discussed as needed based on individual projects.

7. **Q:** Please confirm that Vendors/Firms will not be responsible for advertising the engagement campaigns or paying any associated costs; these responsibilities and expenses will be handled by the City.

   A: The City will pay for engagement advertising campaigns, but Firms under contract will be expected to provide assistance and/or coordination to ensure such campaigns are successful.

8. **Q:** How does the City define "youth-focused"?

   A: The City does not define youth-focused. Colloquially, it is understood that youth are persons under the age of 25. Audiences will be discussed as needed per project.

9. **Q:** Are youth expected to be the primary demographic for this effort or one of several priority audiences?

   A: Youth are only one of several potential audiences to be discussed as needed per project.

10. **Q:** Has the City identified preferred or historically effective engagement methods for the public and stakeholder groups?

    A: The City does not have a current preference. The City is seeking Proposals from Firms with the expertise to perform these types of tasks and will evaluate Proposals as identified in the evaluation criteria.

11. **Q:** Does the City anticipate requiring multilingual engagement (written translation or interpreters)? If so, is it appropriate to assume the City will be responsible for arranging and paying for those services?

    A: Translation and interpreter needs will vary by project and will be discussed as needed to determine which party will arrange for the work. The City would pay for work requested.

12. **Q:** Please confirm whether the City will arrange and pay for costs associated with third-party services referenced in section 2.1.

    A: Third-party costs would be covered by the City, but Firms under contract may be expected to provide assistance and/or coordination to be discussed per project.

13. **Q:** Will the City's communications staff be accessible for collaboration and for access to city communication channels (e.g., social media, newsletters, website postings)?

    A: Primary contact will be with individual City project managers who may coordinate with City communications staff as needed.

14. **Q:** In section 3.2C, the term "participating Agencies" is used. Does this refer only to the City of Spokane, or could other agencies participate in engagement activities under this contract?

    A: The City of Spokane is the only agency expected but could potentially include other agencies depending on specific projects.

15. **Q:** For individual projects, will there typically be a designated City staff sponsor or project, or could decision-making authority reside with elected officials or City Council?

A: Decisions made related to work performed under these contracts should not need Council or elected official approval. The City would manage approval of City Council or elected officials if needed.

16. **Q:** In section 3.4A, what kind of documentation is the City looking for in 3.4A? E.g., copy of business license, a written statement that we have 5 years of experience?

    A: Documentation is not specifically identified as a document such as business license. It is the Firm's choice on how to document and demonstrate that they meet the minimum qualifications as identified in Paragraph 3.4A.

17. **Q:** In section 3.4B, the RFP asks for list of related contracts within the past 3 years. Trying to understand if we should include experience over the last 5 years rather than 3 years.

    A: In Paragraph 3.4B, the City is asking for a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts and to identify three (3) specific references from that list which is separate from Paragraph 3.4A describing how Firm meets minimum requirements in Paragraph 1.3 "Minimum Qualifications".

18. **Q:** What information should be included in the Pricing tab, and should the same information also be duplicated in Section 3.5?

    A: There no pricing tab in ProcureWare associated with this Request for Proposals so pricing information shall be submitted with Proposal as identified in Paragraph 3.5 "Cost Proposal".

19. **Q:** Has the City previously engaged Vendors/Firms to assist with stakeholder or community engagement? If so, are there lessons learned or best practices the City would like Vendors/Firms to consider when responding to this request?

    A: The City has previously contracted with Vendors/Firms for engagement services. The City will evaluate Proposals submitted in response to this Request for Proposals content.

20. **Q:** Approximately how many engagement projects does the City anticipate issuing annually under this contract?

    A: This has not been determined.

21. **Q:** Can you please clarify what exactly would be included in reimbursable expenses and what isn't? Our team wants to scope correctly. This section was a bit confusing:

    SERVICES/THIRD PARTY FEES NOT INCLUDED
    Any other services or fees, including but not limited to the following, are not included under contract:
    - *Reimbursable expenses such as printing, postage, event registration fees, & venue fees*
    - *Incentives and/or payments for participation (e.g., gift cards, vouchers, cash)*
    - *Labor for third party services (e.g., translator, childcare provider)*

    The Firm will perform the services described above as requested on a labor fee plus expense basis. The Firm will not exceed the total maximum fee without written authorization from the Client. Labor fee will be billed on an hourly basis according to our then-current rates. For reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost.

    One question came up, if we need to do a mailer, would we do the design, but the City would execute the mailing? Another one, can we bill our accounting service or does that need to be included in our rate? What specifically can we and can we not add as direct expenses in our scope. Thank you!

    A: The City would pay printing and mailing costs. Accounting services should be included as part of the Cost Proposal. The Firm should consider any overhead, staffing, business functions etc. needed to accomplish work that is typical for being in business providing engagement services and to be included as an hourly rate. Services provided by a third party will be determined at time of project discussion and will be coordinated and provided by Firm and a reimbursed expense.

22. **Q:** 4.3 Evaluation Scoring: The Technical Proposal lists 90 points, of which 80 are accounted for in the second column. What items are being evaluated for the remaining 10 points?

    A: This is a typographical error. For the Technical Proposal, the percentage is correct and the points in the line items should be 45 and 45.

23. **Q:** Confirming that the draft proposal for example work detailed in 3.3 does not require full agendas, copy of survey, presentation deck etc. If this is required do these materials count against the page limit?

    A: Specific documents such as a presentation deck, surveys, etc. are not expected as part of a Proposal response. It is Proposer's responsibility to create their proposed approach, methodology and work plan based on the language in Paragraph 3.3 "Technical Proposal" for their Proposal.

24. **Q:** Does sample budget required in 3.5 Cost Proposal count against the 5 page proposal limit?

    A: Yes.

25. **Q:** Section 3.2 of the RFP indicates, "The Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City." If we have proposed exceptions to the terms and conditions for the City's consideration, should we include them specifically in our proposal, or will these items be negotiated post-selection?

    A: One of the line items in the ProcureWare response tab states: "Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.". Follow the instructions as provided and if there are exceptions, that page containing only the exceptions is exempt from the five (5) page limit.

26. **Q:** For section 3.3 Technical Proposal part A says to include any creative approaches and supporting documentation. Does documentation count against the total 5 page limit?

    A: The five (5) page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit. Terms and Conditions exceptions if requested by Proposer are provided on a separate page and are also exempt from the page limit.

27. **Q:** Under 3.4 Management Proposal part B do the projects/contracts listed have to be complete?

    A: Follow the language as written in Paragraph 3.4 "Management Proposal": Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses.

Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

28. **Q:** What means of communication and frequencies are expected between the City and the Firm?

A: Frequency will be determined as needed per project basis. Methods include phone, email, and meetings.

29. **Q:** What level of support does the City intend to provide on an individual outcome basis? For example, would the City be supporting in preparing materials (e.g. conceptual plans, maps, etc.) for Open Houses?

A: This will be discussed and determined per project.

30. **Q:** Can you provide an example of a capital project that the awarded Firm would be assisting with?

A: The City recently completed engagement with internal staff for the Grand Blvd. Restriping from 14th Ave. to 29th Ave. project, but this is an example we may have used an external consultant for.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: **ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Allied World Insurance Company — 22730 INSURER C : AIU Insurance Company — 19399 INSURER D : Lexington Insurance Company — 19437 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W43355806 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	042670158	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	042670159	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			0314-9729	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	042670162	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			012147867	12/31/2025	12/31/2026	Each Occurrence excess of	$5,000,000 $5,000,000

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

per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

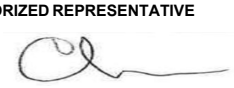
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls BLVD
Spokane, WA 99201-3306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company NAIC#: 24319
POLICY NUMBER: 0313-8987 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab incl Pollution	Each Claim Limit	$5,000,000
	Policy Aggregate	$5,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (WI)	E.L. EACH ACCIDENT	$1,000,000
& Employers Liability	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE-POL LMT	$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combine Single Limit	$5,000,000
Any Auto	Each Accident	$2,000,000

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SR ID: 29127467 BATCH: 4258614 CERT: W43355806

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: Limited Liability Company

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Mailing address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

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
Spokane General Business				Active	Dec-31-2026	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	

Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:57:17 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0561		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (KIMLEY-HORN)		

Agenda Wording

On-call contract for public engagement services with the Kimley-Horn and Associates, Inc., for $150,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 150,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brent C. Crowther, brent.crowther@kimley-horn.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0561

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KIMLEY-HORN AND ASSOCIATES, INC.**, whose address is 601 West 1st Avenue, Suite 1400, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KIMLEY-HORN AND ASSOCIATES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-129

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Kimley-Horn and Associates, Inc.
Submitted By	Taylor Michaels - Monday, March 23, 2026 11:22:02 AM [(UTC-08:00) Pacific Time (US & Canada)] mp.marketing@kimley-horn.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Kylee Jones, AICP, ENV SP 509.213.4378 kylee.jones@kimley-horn.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Brent C. Crowther, PE, PTOE, RSP1 385.420.0941 brent.crowther@kimley-horn.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Kimley-Horn Proposal for On-Call Public Engagement for ICM.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	





PROPOSAL FOR

On-Call Public Engagement Services for Integrated Capital Management Projects

RFP NUMBER 6488-26 • MARCH 23, 2026

PREPARED FOR
CITY OF SPOKANE

PREPARED BY
Kimley»Horn
Expect More. Experience Better.

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N Nelson Street
Spokane, WA 99202

Kimley-Horn
601 W 1st Avenue, Suite 1400
Spokane, WA 99201

A. Kimley-Horn and Associates, Inc.
111 East Broadway, Suite 600
Salt Lake City, UT 94111
Brent C. Crowther, PE, PTOE, RSP$_1$
385.420.0941
brent.crowther@kimley-horn.com

B. Kimley-Horn and Associates, Inc. is a corporation. Under this contract, we will perform work from the following office:

601 W 1st Avenue, Suite 1400
Spokane, WA 99201

C. Kimley-Horn confirms that, to the best of our knowledge, there are no current or former employees from the participating agencies employed by or on the firm's governing board.

D. Kimley-Horn and our team meet and exceed the minimum qualifications identified in the Request for Proposals (RFP), with more than 5 years of experience providing public engagement services for public-sector clients. Kimley-Horn is licensed to do business in the state of Washington and is prepared to begin work immediately upon contract award.

E. Kimley-Horn acknowledges and agrees to comply with all terms and conditions set forth in the RFP and associated addendum, unless otherwise agreed to by the City of Spokane.

Dear Members of the Selection Committee,

The City of Spokane's (City) Integrated Capital Management (ICM) Department requires an engagement partner that can quickly scale services, tailor approaches to individual project needs, and integrate seamlessly with City staff, schedules, and budgets. The Kimley-Horn team, led by Project Manager Kylee Jones, AICP, ENV SP, brings deep experience delivering on-call public engagement programs that combine strategic planning, inclusive outreach, and clear documentation to help agencies make informed, community-supported decisions. Our approach emphasizes transparency, accessibility, and adaptability—resulting in engagement strategies that are rightsized for each project while maintaining consistency with City goals and expectations. Our team offers the following benefits:



Comprehensive Communications Team. Kimley-Horn will leverage the breadth of our staff to deliver outstanding results for ICM. Our team includes public involvement specialists who expertly lead virtual and in-person meetings, craft standout social media packages, and use proprietary software such as KollabSpace and PublicCoordinate to collect and present data from the public in a simple yet visually impactful way. Our in-house graphic design team and marketing specialists develop cohesive written and visual messaging for a variety of audiences. Additionally, our graphic design experts create inspiring and relevant branded content that ties all documents together with a "wow factor." These disciplines collaborate on projects daily, fostering familiarity with the software, processes, and methodologies, which leads to high effectiveness, efficiency, and impressive overall results.

We are committed to maintaining the high standards of communication and documentation that ICM expects, providing seamless coordination and successful project outcomes. We look forward to continuing our collaboration and contributing to the ongoing success of ICM's initiatives.



Transportation Planning and Engineering Experts. Our collective Kimley-Horn team is poised to provide engagement and technical expertise so nothing is lost in translation. This means that all deliverables, including reports, meeting minutes, and summaries, will be vetted in-house and refined for understanding prior to presenting them to ICM and stakeholders. This enhances the quality of all deliverables and reduces comment resolutions and revisions. This approach has led to successful project outcomes across various other projects. Together, we bring a wealth of experience in a variety of disciplines, coupled with creativity, to deliver high-quality outcomes that meet and exceed expectations.



On-Call Experience & City Process Knowledge. We are ready to step in quickly and effectively because we already know how the City moves work forward. Our on-call support on the Spokane Falls Boulevard corridor and intersection improvement projects has enabled us with the knowledge of who to coordinate with, the approval process, and what clear, timely communication looks like. We will keep engagement activities efficient and transparent.

Our team is fully prepared and eager to lead or participate in any public engagement project. Locally based in Spokane, our team is available for in-person or virtual meetings with ICM and stakeholders at a moment's notice. We appreciate the opportunity to partner with the City to provide flexible, responsive, and high-quality public engagement services that support planning, design, and implementation of capital projects across Spokane. If you have questions regarding this proposal or require additional information, please do not hesitate to contact Kylee at kylee.jones@kimley-horn.com or 509.213.4378.

Sincerely,

KIMLEY-HORN

Kylee Jones, AICP, ENV SP
Project Manager

Brent C. Crowther, PE (UT), PTOE, RSP$_1$
Transportation and Traffic Engineer/Authorized Signer

3.3 TECHNICAL PROPOSAL

A. Project Understanding and Approach

Project Understanding

ICM projects span a range of early-phase capital efforts, including corridor studies and conceptual design, traffic and intersection improvements, stormwater and utility coordination, and other City-led infrastructure projects. These efforts require engagement appropriately scaled to the project phase and that supports informed decision-making as projects advance.

These projects often involve changes, improvements, or modifications to active streets and infrastructure systems that directly affect businesses, residents, and daily users. Improvements to access, parking, roadway configuration, and multimodal facilities can create competing priorities, requiring clear communication of tradeoffs and constraints. As your public engagement on-call team, we understand that task orders will vary in scope and complexity, and we will keep engagement approaches flexible and responsive to support a range of City priorities.

Through our current on-call work with the City, including engagement for the Spokane Falls Boulevard corridor and intersection improvement projects, we understand the City's coordination processes, communication expectations, and the importance of aligning engagement with technical milestones. Effective engagement must be targeted, timely, and directly tied to decision points so input can be meaningfully incorporated into project outcomes. **Many of these projects are also highly visible and can generate strong public interest, requiring a thoughtful and well-coordinated approach to communication and outreach.**

Proposed Approach

We design engagement strategies tailored to each project's scale, impact, and stakeholder complexity. At the outset of each assignment, we develop a project-specific public engagement plan that defines the appropriate level of engagement, identifies key stakeholders, and outlines where community input can most meaningfully inform project decisions. This creates engagement efforts that are focused, efficient, and aligned with project timelines and decision-making needs.

We then implement targeted engagement methods and tools based on this framework, selecting approaches that are appropriate to the project context and intended audience.

Engagement methods and tools may include:

- **Focused stakeholder meetings** with businesses, property owners, and corridor users to understand operational needs
- **Pop-ups and intercept engagement** to reach people who may not attend formal meetings
- **Online surveys and interactive tools** to broaden participation and gather input
- **Targeted outreach** through mailers, schools, and community partners to reach specific audiences
- **Visual materials**, including branded project flyers, graphics, conceptual designs, cross-sections, and short videos to clearly communicate design options and tradeoffs

Our in-house communications and graphic design team supports the development of consistent and visually compelling materials that translate technical concepts into accessible information.

Kylee brings nearly a decade of experience leading engagement for transportation and capital infrastructure projects, including for the City, delivering outreach strategies that are practical, targeted, and aligned with project needs. This approach emphasizes both the quality of participation and the usability of input, resulting in clear, actionable outcomes for decision-makers. **This approach allows us to focus not only on participation levels, but also on gathering input that can be clearly interpreted and applied to project decisions.**



Methodology for Management

Public engagement often involves navigating competing priorities, evolving project conditions, and varying levels of public interest. Our team actively manages these dynamics to keep engagement productive and aligned with project goals.

When challenges arise, we:

- **Facilitate smaller, targeted discussions** when broader forums do not lead to productive dialogue
- **Reframe conversations** around project tradeoffs to help stakeholders understand constraints and options
- **Adjust outreach strategies in real time** if participation is low or key audiences are not being reached
- **Increase partnership with community** organizations, schools, and local networks to expand outreach and improve participation
- **Clearly communicate decision boundaries** and project limitations to set expectations and reduce confusion

Through our work on Spokane Falls Boulevard and other City projects, we have experience managing situations where stakeholder preferences differ or where consensus is limited. Our focus is on maintaining forward progress while documenting input transparently and considering it in a meaningful way. **This allows the City to make informed decisions with a clear understanding of both community perspectives and project constraints.**

Project Management

Kimley-Horn will provide responsive and organized project management to support multiple concurrent task orders. Our team will coordinate closely with the City to track progress, manage schedules, and align deliverables with project priorities and timelines. We emphasize clear communication, timely execution, and consistency across assignments to support efficient on-call service delivery.

QUALITY CONTROL

Kimley-Horn implements a structured quality assurance/quality control (QA/QC) process for all deliverables, including outreach materials, summaries, and reports. Draft products undergo internal review to ensure clarity, consistency, and alignment with project objectives prior to City review. **Amalia Andrews** will serve in an advisory and QA/QC role, providing independent review and strategic guidance to maintain quality and consistency across task assignments.

RESOURCES ALLOCATION

Kimley-Horn uses internal resource planning tools to allocate staff efficiently across multiple task orders and confirm the availability of the appropriate team members. Our approach includes:

- **Use of Castaheads system** to plan and allocate staff across concurrent task orders
- **Monthly look-ahead planning** to anticipate the upcoming workload and coordinate staffing needs
- **Weekly internal milestone meetings** to align team members, track progress, and proactively address scheduling and resource needs

Our approach allows us to respond quickly to new assignments, maintain continuity, and scale resources as needed to support timely delivery.

B. Proposed Work Plan

The following work plan is based on the sample project scope provided by the City and reflects a typical sequence of engagement activities. Kylee will coordinate closely with City staff to align engagement efforts with technical work, project schedules, and communication goals. This approach is scalable and will be tailored to each assignment based on project complexity and the level of community interest.

TASK 1 – KICK-OFF AND COORDINATION

The Kimley-Horn team will begin each assignment with a kick-off meeting to confirm the scope, schedule, roles, decision points, and key issues. We will coordinate with the City's project manager and communications staff to establish clear messaging, preferred communication channels, and protocols for review and approval. We will document outcomes from the kick-off meeting and use them to finalize an engagement approach that aligns with the overall project schedule and technical work.

Deliverables ↘ **Agenda, Kick-off Meeting Summary, Engagement Outline/Schedule**

TASK 2 – LEADERSHIP COORDINATION

Our team will lead a coordination meeting with elected officials and/or City administrative staff to introduce the project and confirm priorities. Early alignment will help identify key considerations that may influence outreach and messaging.

Deliverables ↘ **Presentation Materials, Summary of Input**

TASK 3 – STAKEHOLDER MEETINGS

We will conduct two stakeholder meetings with key groups (e.g., businesses, neighborhood organizations, and property owners) to gather detailed perspectives early in the process. We will facilitate focused discussions to identify issues, opportunities, constraints, and refine project considerations.

Deliverables ↘ **Meeting Materials, Stakeholder Input Summary**

TASK 4 – COMMUNITY SURVEY

Our team will develop and administer a survey to gather input and reach audiences beyond in-person meetings. We will draft survey content that explains the project context and asks questions that yield actionable feedback. We will coordinate the survey launch with City staff, monitor participation during the open period, and summarize results to inform ongoing engagement and project decisions.

Deliverables ↘ **Survey Platform, Question Development, Summary of Results**

TASK 5 – OUTREACH MATERIALS

We will develop outreach materials to inform the public and support participation.
As appropriate, we will prepare items such as one-pagers, newsletters, flyers, display boards, branding/logos, website content, and multimedia elements. We will coordinate content and design with the City to maintain branding consistency.

Deliverables ↘ **Distribution-Ready Outreach Materials**

TASK 6 – COUNCIL COMMITTEE PRESENTATION

The Kimley-Horn team will prepare one City Council committee presentation to summarize engagement findings and project progress. We will develop presentation materials and supporting talking points in coordination with City staff.

Deliverables ↘ **Presentation Slides, Key Messages**

TASK 7 – PROJECT MANAGEMENT

We will provide and maintain ongoing coordination, schedule tracking, and documentation throughout the assignment. We will maintain regular communication, provide timely status updates, and proactively identify needs, risks, and upcoming milestones. We will adjust the engagement approach as project needs evolve while maintaining alignment with scope, schedule, and communication goals.

Deliverables ↘ **Status Updates, Meeting Notes, Engagement Summaries**

Project Schedule

Our staff has the technical expertise and resources necessary to successfully deliver the wide range of public engagement tasks that will result from this on-call. **Figure 2** outlines our proposed schedule and details the expected timeframes for work elements and deliverables.

Figure 2. Proposed Schedule

	MAY	JUN	JUL	AUG	SEPT	OCT
Task 1. Kick-Off and Coordination						
1.1 Project Initiation	★					
1.2 Coordination Setup						
Task 2. Leadership Coordination						
2.1 Meeting Preparation						
2.2 Leadership Meeting						
Task 3. Stakeholder Meetings						
3.1 Stakeholder Identification						
3.2 Meeting Facilitation						
Task 4. Community Survey						
4.1 Survey Development		✓				
4.2 Distribution						
Task 5. Outreach Materials						
5.1 Content Development			✓			
5.2 Visual Design				✓		
5.3 Public Engagement						
Task 6. Council Committee Presentation						
6.1 Presentation Development					✓	
Task 7. Project Management						
7.1 Ongoing Coordination						
7.2 Schedule and Budget Management						
7.3 Engagement Summary						✓

✓ Deliverables ★ Kick-Off Meeting and Project Inception

Subconsultants

Kimley-Horn does not anticipate using subconsultants for this contract.

Expectations for City Collaboration

Roles and Responsibilities

For each task assignment, Kimley-Horn will work with the City's project manager to define roles, responsibilities, and decision points. The City project manager will play an active role in guiding engagement, including reviewing materials, confirming key messages, and helping determine the appropriate level of involvement throughout the process.

Coordination with City Staff

City collaboration will include coordination with the Public Information Office (PIO), including Kirstin Davis, to align messaging, timing, and communication with City leadership, elected officials, stakeholders, and the broader public. ICM technical staff will provide input on project details, constraints, and tradeoffs to share information with the public that is accurate and consistent.

Kimley-Horn Support

Kimley-Horn will support the City as an extension of staff by preparing materials, coordinating logistics, and facilitating or co-facilitating engagement activities as appropriate. Our team will also brief City staff and develop key messages to support effective participation.

To support consistent coordination, Kimley-Horn will:

- **Hold regular check-ins** with the City's project manager (e.g., weekly or biweekly) to review progress, upcoming activities, and key decisions
- **Provide concise, decision-focused updates** summarizing progress, risks, and next steps
- **Coordinate messaging and materials with PIO staff** to maintain consistency across communication channels
- **Prepare City staff for engagement activities** through pre-meeting briefings, talking points, and alignment on roles

City Participation in Engagement

During engagement activities, City staff may participate in a variety of roles depending on the project, including as co-facilitators, technical representatives, or attendees. Kimley-Horn will lead facilitation and coordination of the engagement process, while City staff provide technical input, policy context, and overall project direction.

3.4 MANAGEMENT PROPOSAL

A. Experience of the Firm

Kimley-Horn knows you are looking for more than just an experienced outreach firm—you are looking for a vested partner with the project delivery experience, expertise navigating complex projects, flexibility to handle ICM and stakeholder requests, experienced professionals familiar with potential project challenges, and the ability to lead the project through the public and regulatory process.

Kimley-Horn and our team meet and exceed the minimum qualifications, bringing more than 5 years of experience providing public engagement services, and are licensed to do business in the state of Washington. Each of our key team members has a proven track record delivering public engagement projects for municipal clients, ranging from small, short-term efforts to large, multi-year initiatives. A sample of our team's public engagement experience spanning the last decade includes:

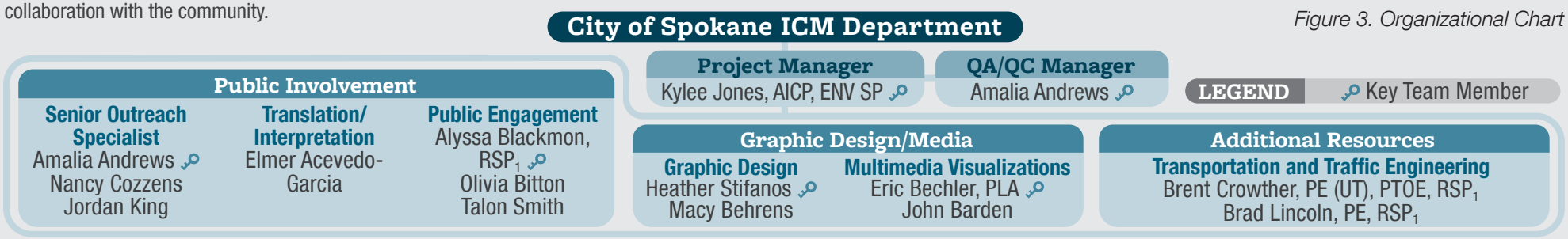
- UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) *(2014-Ongoing)*
- Sound Transit, Everett Link Extension (EVLE) and Operations and Maintenance Facility (OMF) North *(2020-Ongoing)*
- Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for City Creek Treatment Plant Upgrades *(2021-2023)*
- UDOT, Event Planning On-Call *(2024-Ongoing)*

Additionally, our team is backed by Kimley-Horn's nationwide network of 9,800 employees across 150 offices, enabling efficient staffing, on-schedule delivery, and the application of best practices. Whether it is through interactive visual documents, user-friendly websites, engaging graphics, dynamic videos, or more, our team can bring ICM's vision to life.

Organizational Chart

Figure 3 shows our on-call project team, assigned roles, and available support staff. **Project Manager Kylee Jones has prime responsibility and authority for all assignments and serves as the City's main point of contact.** Staff will be assigned based on expertise. This structure establishes team assignments and clear lines of authority while allowing rapid mobilization and continuity across on-call tasks. The detailed resumes beginning on **page A-1** show how our staff have been instrumental in delivering public engagement and on-call services for public agencies. Their experience includes preparing outreach materials, developing surveys, facilitating stakeholder meetings, and creating effective presentations, all focused on strengthening communication and collaboration with the community.

Figure 3. Organizational Chart



Experience of Our Key Personnel

Our team members are ready and available to support the tasks released under this on-call contract. We commit to having the staff identified in this proposal perform the assigned work. If a substitution becomes necessary, we will request the City's prior approval. The percentage of time each key personnel will be assigned to the project is provided below.

Kylee Jones, AICP, ENV SP | Project Manager | 9 Years of Experience | Assigned 40%



Qualifications: Kylee leads transportation and community facilitation projects across Washington and the Northwest, bringing expertise in sustainable transportation and equitable, community-driven engagement. **Responsibilities:** Kylee will serve as project manager and main point of contact for the City.

Amalia Andrews | QA/QC Manager and Senior Outreach Specialist | 27 Years of Experience | Assigned 10%



Qualifications: Amalia is a strategic communications expert, providing public involvement services. **Responsibilities:** Amalia will provide technical support in developing a public engagement plan that is reflective of the local community.

Alyssa Blackmon, RSP$_1$ | Public Engagement | 4 Years of Experience | Assigned 30%



Qualifications: Alyssa supports traffic and transportation engineering projects, focusing on safety solutions for state, local, and Tribal communities. **Responsibilities:** Alyssa will support the creation of deliverables and perform public engagement.

Heather Stifanos | Graphic Design Lead | 14 Years of Experience | Assigned 20%



Qualifications: Heather supports public outreach for planning and engineering projects by translating complex information into graphics across print and digital formats. **Responsibilities:** Heather will provide rapid-turnaround visual support for engagement activities to keep City communications clear and consistent.

Eric Bechler, PLA | Multimedia Visualizations | 9 Years of Experience | Assigned 20%



Qualifications: Eric creates visuals and graphics for transit and transportation planning projects, translating technical information for public meetings, presentations, and outreach. **Responsibilities:** Eric will design visualizations and graphics for public engagement efforts that are clear, consistent, and audience-friendly.

B. Kimley-Horn Contracts During the Last 3 Years

Building on our experience providing on-call support for the City through contracts such as the Falls Boulevard Reconstruction project, our most relevant contracts within the last 3 years are provided in Table 1. We invite you to contact our references; they can speak to how we listened to their needs, met their schedules, supported their missions, and delivered results.

Table 1. Relevant Contracts During the Last 3 Years

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
1. South Salt Lake City, Public Involvement for Maxwell Lane	2023–2023	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C
Kimley-Horn is leading coordination efforts, providing timely communication, responsiveness to resident concerns, and smooth execution of outreach activities to foster transparency and community trust.				
2. SLCDPU, Public Involvement for City Creek Water Treatment Plant	2021–2023	Chole Morroni	*262.909.5341 | chloe.morroni@SLC.gov*	A B C D E F
Our team produced renderings, infographics, brochures, fact sheets, digital communication via social media, a dedicated project website, and more. By simplifying complex technical details and making the information accessible, our design deliverables helped build trust and garner widespread public support for the project.				

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
3. Metropolitan Water District of Salt Lake and Sandy, Public Engagement	2024–Ongoing	Breana Jackson	*408.838.9492 | bjackson@MWDSLS.gov*	A B C D E F
Under a 5-year master services agreement, the Kimley-Horn team is providing community relations and public participation services. Tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.				
4. City of Spokane Valley, Active Transportation Plan	2025–Ongoing	Adam Jackson	*509.720.5024 | ajackson@spokanevalleywa.gov*	A B C D E F
5. City of Millcreek, Public Involvement for 2000 East; Salt Lake City/Millcreek Boundary to Siggard Drive Improvements	2022–2025	John Miller	*801.214.2719 | jmiller@millcreek.us*	A B C D F
6. South Salt Lake City, Public Involvement for 500 West; 3300 South to 3900 South Design and Environmental	2020–2024	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C F
7. Silver Lake Water District, Community Outreach for 10th Drive SE Water and Sewer Main Improvements	2022–2024	Hawk Radosevich	*425.287.8222 | hradosevich@slwsd.com*	A B C D F

Legend: A Kick-off Meeting B Public Engagement Plan (PEP) C Project Branding D Website Development E Survey Development and Analysis F Stakeholder Interviews

C. No Terminations for Default in the Past 5 Years

Kimley-Horn has never been terminated for cause or default. The firm does not track terminations for convenience. Kimley-Horn also has no claims or litigation in the state of Washington.

3.5 COST PROPOSAL

Rates and total project costs will be applied on a task order basis and may be refined in coordination with the City based on scope, complexity, and level of effort required.

Name	Role	Classification	Billing Rate ($/hr)
Kylee Jones	Project Manager	Project Manager	$280
Amalia Andrews	QA/QC Manager	Senior Professional I	$295
Nancy Cozzens	Public Involvement	Senior Professional I	$295
Jordan King	Public Involvement	Professional I	$250
Alyssa Blackmon	Public Involvement	Analyst III	$220
Elmer Acevedo-Garcia	Public Involvement	Analyst III	$220
Olivia Bitton	Public Involvement	Professional I	$250
Talon Smith	Public Involvement	Analyst II	$190
Heather Stifanos	Graphic Design	Graphic Design II	$230
Macy Behrens	Graphic Design	Graphic Design I	$185
John Barden	Graphic Design	Graphic Design III	$290
Eric Bechler	Graphic Design	Graphic Design I	$220
Brent Crowther	Traffic Analysis	Senior Professional III	$295
Brad Lincoln	Traffic Analysis	Senior Professional II	$295
Project Accountant	Project Accountant	Project Accountant	$185

Sample Budget: City of Spokane On-Call Public Engagement	**Kylee Jones** Project Manager	**Amalia Andrews** QA/QC / Specialist	**Alyssa Blackmon** Public Engagement	**Macy Behrens** Graphic Design	**Eric Bechler** Visualizations	**Project Accountant** Administration		
Hourly Rate (Includes COLA adjustments)	*$280*	*$295*	*$220*	*$185*	*$220*	*$185*	*Total Hours*	*Total*
Task 1 - Kick-Off and Coordination	8	0	2	0	0	0	10	$2,680
Task 2 - Leadership Coordination	4	0	0	4	0	0	8	$1,860
Task 3 - Stakeholder Meetings	5	0	3	0	0	0	8	$2,060
Task 4 - Community Survey	7	0	7	2	0	0	16	$3,870
Task 5 - Outreach Materials	16	2	6	10	14	0	48	$11,320
Task 6 - Council Committee Presentation	1	0	2	2	0	0	5	$1,090
Task 7 - Project Management	8	1	10	4	0	4	27	$6,215
Expenses (Printing, Postage, venue fees, etc.)								$500
Total	**49**	**3**	**30**	**22**	**14**	**4**	**122**	**$29,595**



KYLEE JONES, AICP, ENV SP // Project Manager

Years of Experience: 9

Kylee leads transportation and community facilitation and planning projects across Washington and the Pacific Northwest. She brings a collaborative, community-driven approach to every project, with expertise in sustainable transportation, equitable community engagement, federal grant strategy, and National Environmental Policy Act (NEPA) compliance. Kylee has managed complex initiatives that integrate housing, land use, and mobility policies into long-range plans. She finds reward in seeing community priorities reflected in fully funded and implemented projects.

Education

- Master of Science, Sustainable Transportation, University of Washington
- Bachelor of Science, Urban and Regional Planning, Eastern Washington University

Credentials

- American Institute of Certified Planners (AICP) (#33291)
- Envision Sustainability Professional (ENV SP) (#58687)

Affiliations

- American Planning Association, Member
- Institute of Transportation Engineers (ITE), Member
- Women's Transportation Seminar (WTS), Member

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Project Manager.* Kylee and the Kimley-Horn team work closely with City staff and partners to deliver project-specific public involvement services. The team has supported public outreach for the Francis Avenue/Assembly Street intersection improvements and is currently leading engagement for the Spokane Falls Boulevard conceptual design project. Our team is developing tailored strategic communication and outreach plans, facilitating stakeholder and community meetings, and preparing outreach materials responsive to the unique needs of stakeholders and corridor contexts. We prioritize meaningful participation, relationship-building, and translating community input into clear, actionable guidance that informs project decisions. This approach provides transparency, builds community trust, and supports informed, community-driven outcomes.

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Manager.* The Kimley-Horn team is leading the development of an active transportation plan that will support the City's Comprehensive Plan, which is currently being updated, while identifying safety needs and proposing a prioritized list of projects to accomplish safety and connectivity improvements for all users of the City's transportation network.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Third Party Coordination.* Kylee is supporting Sound Transit with third-party coordination, including developing messaging and managing the rollout of project information to city and agency partners. She is coordinating with multiple jurisdictions, aligning communication strategies, and ensuring consistent, timely information sharing to support project understanding and regional collaboration.

Relevant Experience

City of Spokane, Metropolitan Transportation Plan Horizon 2045, Spokane, WA – *Engagement Lead and Senior Planner**

Spokane Regional Transportation Council, Public Participation Plan, Spokane, WA – *Project Manager**

City of Mukilteo, On-Call Services, Mukilteo, WA – *Deputy Project Manager*

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist*

Kittitas County, Comprehensive Plan and Climate Element, Kittitas, WA – *Project Planner*

Walla Walla County, Comprehensive Plan and Climate Element, Walla Walla, WA – *Project Planner*

City of Anacortes, On-Call Transportation Services, Anacortes, WA – *Senior Planner*

Association of Washington Cities, Facilitation Services for Updating the Memorandum of Understanding on City Streets as Part of State Highway, Statewide, WA – *Facilitation and Technical Expert*

Idaho Transportation Department, Idaho Statewide Rail Plan, Boise, ID – *Deputy Project Manager*

Utah Department of Transportation (UDOT), Reconnecting Communities Study, Salt Lake City, UT – *Project Planner*

**Project completed prior to joining Kimley-Horn*



AMALIA ANDREWS // QA/QC Manager and Senior Outreach Specialist

Years of Experience: 27

Amalia provides effective and strategic communication, public involvement, and event management services. Her extensive background in the transportation industry has resulted in significant success and overwhelming client satisfaction. She is experienced in a broad range of services, including community relations, business development, and applying proven public involvement techniques to educate, inform, and involve the public. She understands the importance of being alert, available, and responsive in a nearly 24/7 industry.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Group Facilitation Skills for Public Engagement Certificate, Dialogue Partners/IAP2
- Certified Partnering Facilitator, UDOT/ Associate General Contractors

Affiliations

- IAP2 USA, Member
- WTS, Member
- International Right-of-Way Association (IRWA), Member

Featured Experience

Silver Lake Water District, 10th Drive SE Water and Sewer Main Improvements, Everett, WA – *Public Involvement Specialist.* The scope of this project included a community outreach plan, in which Amalia engaged stakeholders to improve infrastructure in advance of anticipated redevelopment along the EVLE corridor.

UDOT, Highland Drive Improvements, Cottonwood Heights, UT – *Public Involvement Specialist.* Amalia led the public involvement efforts for this project in both design and construction phases. Efforts included property owner meetings, monument sign removal coordination, contractor coordination, collateral creation and distribution, and troubleshooting construction-related issues.

South Salt Lake City/UDOT, 500 West; 3300 South to 3900 South Design and Environmental, South Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn worked on the environmental and design phases to rebuild 500 West from 3900 South to 3300 South. Our public involvement team worked closely with the right-of-way (ROW) team to facilitate a faster ROW clearance. Strategies included door-to-door engagement, flyer delivery, certified letters, and in-person, one-on-one property owner meetings, explaining complex designs to property owners and facilitating design changes in response to public feedback. Kimley-Horn also provided public involvement services during construction.

Relevant Experience

UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) 2014-2029, Statewide, UT – *Public Involvement Specialist*

UDOT, Event Planning On-Call 2024-2029, Statewide, UT – *Project Manager*

Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for Big Cottonwood Water Treatment Plant Rebuild and City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement*

South Salt Lake City, 700 West; 3300 South to 3900 South, South Salt Lake City, UT – *Public Involvement Specialist*

Utah Transit Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Public Involvement Specialist*

Arizona Department of Transportation (ADOT), I-10, SR 85 to Verrado Way General-Purpose Lanes, Buckeye, AZ – *Public Involvement Specialist*

ADOT, Southern Navajo and Apache County Regional Transportation Plan, Southern Navajo and Apache Counties, AZ – *Public Involvement Specialist*

ADOT, Arizona Strategic Highway Safety Plan (SHSP), Statewide, AZ – *Public Involvement Specialist*



ALYSSA BLACKMON, RSP$_1$ // Public Engagement

Years of Experience: 4

Alyssa brings experience in traffic and transportation engineering, with a focus on safety solutions for state departments of transportation, local agencies, and Tribal communities. She integrates data-driven analysis with extensive stakeholder and public engagement, collaborating closely with communities to interpret their needs and delivering tailored, implementable solutions. Alyssa will provide the project team with practical solutions, balancing engineering analysis with the specific needs of the community.

Education

- Bachelor of Science, Civil Engineering, University of Alabamay

Credentials

- Road Safety Professional 1 (#1529)

Affiliations

- ITE, Member

Featured Experience

City of Everett, Everett Vision Zero Safety Action Plan, Everett, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is collecting and analyzing traffic safety data and identifying policies and programs for better safety outcomes. In partnership with a certified disadvantaged business enterprise (DBE), Alyssa led Kimley-Horn's efforts in conducting extensive community engagement through interviews, stakeholder workshops, online open houses and surveys, social media, earned media, and a project website. Alyssa helped identify underserved communities by analyzing multiple data sources to support Everett's Title VI Public Participation efforts.

Lummi Nation, Safety Action Plan, Lummi Reservation, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is developing a Safety Action Plan and is performing demonstration activities in compliance with the US Department of Transportation's Safe Streets and Roads for All (SS4A) program. Alyssa led public engagement efforts that included two in-person pop-up events, three project stakeholder meetings, and the development of an online interactive website and survey.

City of Anacortes, Comprehensive Safety Action Plan (CSAP), Anacortes, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn assisted the City in drafting a CSAP and developing a strategy to prevent fatalities and serious injuries within City limits. This project featured a robust public engagement plan and equity impact assessment. The Kimley-Horn team identified a comprehensive set of projects to address the safety problems in the CSAP using inclusive and representative processes.

Relevant Experience

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Analyst*

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Project Analyst*

UDOT, Reconnecting Communities Study, Salt Lake City, Utah – *Project Analyst*

Stillaguamish Tribe of Indians, Transportation Safety Plan, Arlington, WA – *Project Analyst*

City of Anacortes, Traffic On-Call, Anacortes, WA – *Project Analyst*

Tulalip Tribes, Transportation Safety Planning and Road Safety Assessment, Tulalip, WA – *Project Analyst*

Iowa County Engineers Association, CSAPs, Statewide, IA – *Project Analyst*

Little Five Points (L5P) Community Improvement District, L5P Mobility Plan, Atlanta, GA – *Project Analyst*

Georgia Department of Transportation (GDOT), SR 154 (Trinity Avenue) Traffic Engineering Study, Fulton County, GA – *Project Analyst*

City of Loganville, Traffic Study, Loganville, GA – *Project Analyst*



HEATHER STIFANOS // Graphic Design Lead

Years of Experience: 14

Heather is a multidisciplinary graphic designer skilled in visual communication, translating technical information into clear and accessible messaging for a wide variety of projects and audiences. She collaborates closely with her clients to understand their needs and develop creative solutions. Heather's design skills include logo creation, brand identity, brand guidelines, public engagement materials, report and presentation design, information design, and experience with multimedia such as video editing, website design, and drone photography.

Education

- Bachelor of Science, Visual Communication Design, Arizona State University

Affiliations

- American Institute of Graphic Artists, Member

Featured Experience

UDOT, Structures Program Support and Technical Assistance, Statewide, UT – *Graphic Designer.* Under this on-call contract, Kimley-Horn serves as an extension of the UDOT Structures Division, providing program support, including planning, organizing, and facilitating workshops for designers and contractors; coordinating and executing workshops and training programs; preparing presentations and meeting agendas; coordinating national initiatives; and engaging in industry and public communication.

SLCDPU, Public Involvement for Big Cottonwood Water Treatment Plant Rebuild, Salt Lake City, UT– *Graphic Designer.* Kimley-Horn provided public engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, a social media campaign, an extensive website build, broad educational outreach within communities where rate-end users live/work/play, print media (mailers, displays, etc.), surveying, and translation services.

Metropolitan Water District of Salt Lake and Sandy (MWDSLS), Community Relations and Public Participation Services On-Call, Various Locations, UT– *Graphic Designer.* Kimley-Horn is currently providing community relations and public participation services for Metro Water under a 5-year master services agreement. Our tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.

Relevant Experience

MWDSLS, Rebrand and Relaunch, Sandy, UT– *Graphic Designer*

UDOT, Event Planning, Statewide, UT – *Graphic Designer*

SLCDPU, Public Involvement for City Creek Water Treatment Facilities, Salt Lake City, UT – *Graphic Designer*

Utah Transportation Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Graphic Designer*

Sound Transit, Everett Link Extension and Operations Maintenance Facility North, Snohomish County, WA – *Graphic Designer*

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer*

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Graphic Designer*

Maricopa Association of Governments (MAG), Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ – *Graphic Designer*

ADOT, Complete Transportation Guidebook, Statewide, AZ – *Graphic Designer*



ERIC BECHLER, PLA // Multimedia Visualizations

Years of Experience: 9

Eric develops layouts, informational graphics, and digital assets that support transit and transportation planning projects. His work emphasizes accessibility, consistency, and visual clarity across print and digital formats. He has proven success translating technical information into clear visuals that support public meetings, presentations, and outreach materials. He collaborates closely with clients and team members to tailor graphics to project goals, stakeholder needs, and agency standards.

Education

- Bachelor of Landscape Architecture, University of Oregon
- Professional Landscape Architect in WA (#22006745)

Credentials

- Professional Landscape Architect in WA (#22006745)

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Graphic Designer.* The City is proposing converting Spokane Boulevard from a one-way to a two-way street. The project would feature protected bike lanes, traffic calming measures, and improved traffic signals and streetlights. In an effort to gain approval and buy-in from residents and businesses, Eric is working with Kylee to develop visualization exhibits and motion graphics to assist the team's Spokane Boulevard public outreach efforts.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Eric worked with Sound Transit to develop an animated video that explains new initiatives designed to reduce the impacts of development on vulnerable populations. As Sound Transit expands its services, it is prioritizing efforts that minimize disruption for residents and help maintain their standard of living.

Wasatch Front Regional Council, Comprehensive Safety Action Plan, Salt Lake City, UT – *Graphic Designer.* Kimley-Horn prepared a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the Wasatch Front region. The plan analyzed safety needs, identified high-risk locations and factors contributing to crashes, and prioritized strategies to address them.

Relevant Experience

Skagit Transit, Zero Emissions Bus Study, Skagit, WA – *Graphic Designer*

City of Boise, Boise Parks Conditions, Boise, ID – *Graphic Designer*

Regional Transportation Commission (RTC) of Southern Nevada, Southern Nevada Equitable Access to Mobility Action Plan (EAMAP), Las Vegas, NV – *Graphic Designer*

UDOT, I-15; SR-97 (5600 South) Widening Progressive Design Build Program Management, Roy, UT – *Graphic Designer*

City of Mesa, Las Sendas Conceptual Design and Traffic Calming Concept, Mesa, AZ – *Graphic Designer*

City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design, Colorado Springs, CO – *Graphic Designer*

City of Goodyear, Estrella Parkway Vineyard Avenue to MC85 Improvement Design Services, Goodyear, AZ – *Graphic Designer*

Yavapai County Flood Control District, Dewey-Humboldt Area Drainage Master Plan, Dewey, AZ – *Graphic Designer*

City of Scottsdale, Systemwide Parks and Recreation Master Plan, Scottsdale, AZ – *Graphic Designer*



NANCY COZZENS // Senior Outreach Specialist

★ *Years of Experience: 24*

Nancy is a skilled public involvement manager with expertise in partnering, facilitation, proactive management and planning, and problem-solving. Nancy ensures consistent, efficient, and sound communication to stakeholders. She has proven relationship-building skills within project teams, cities, businesses, and residents. She can resolve stakeholder issues with minimal escalation, solve problems quickly, and foster positive project views.

Credentials

- Associate of Arts, Public Relations and Theatre, University of Utah
- Associate of Arts, Public Relations, Public Speaking, Conflict Resolution, Brigham Young University
- Associate of Arts, Music, Dance, Theatre, Brigham Young University
- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Certified Partnering Facilitator, UDOT/Associated General Contractors

Relevant Experience

UDOT, SR-186; Beck Street to North Temple, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team led coordination with nearby property and business owners, Salt Lake City, the traveling public, Utah Trucking Association, Traffic Operations, UDOT Region 2, and other key stakeholders.

UDOT, SR-269; 600 South and 500 South, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team engaged in outreach to local businesses, residents, and stakeholders to inform them about the project's impact and schedule, particularly given the night-work challenges in this busy area.

UDOT, US-89, Victory Road to Davis County Line, North Salt Lake/Salt Lake City, UT – *Public Involvement Manager.* Public involvement included collecting stakeholder information, canvassing the project area to share the project overview, notifying stakeholders of the upcoming construction start, providing project contact information, responding to stakeholder inquiries, conducting on-site meetings, and more.



JORDAN KING // Senior Outreach Specialist

★ *Years of Experience: 19*

Jordan is a strong written and verbal communicator. He builds relationships with community members on behalf of clients and is adept at finding solutions to sensitive public concerns that correlate with his client's goals. He has experience coordinating events and developing newsletters, websites, press releases, social media content, and print media for use in public communication. Jordan's ability to use multiple platforms to communicate allows him to ensure the message is clear and reaches the right audiences.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Crisis Communications Certification

Relevant Experience

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Project Manager.* Jordan led engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, surveying, and translation services.

City of Taylorsville, Redwood Road Mobility; 4100 South to 5400 South, Taylorsville, UT – *Public Involvement Manager.* Jordan led public involvement services, including building and nurturing relationships with stakeholders and property owners. Strategies included door-to-door engagement, flyer delivery, postcards, certified letters, virtual and in-person one-on-one property owner meetings, explaining complex designs to property owners, and facilitating design changes in response to public feedback.

Utah Transit Authority, Bus Stop Improvement Program, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn is providing boots-on-the-ground public engagement services, coordinating with adjacent stakeholders, residents, and businesses ahead of construction. Engagement includes developing an outreach plan for each bus stop, responding to opposition and outrage, explaining decision-making processes, coordinating with city and local government officials, and maintaining working relationships with all involved parties.



BRENT CROWTHER, PE (UT), PTOE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brent specializes in multimodal safety, traffic engineering, and transportation planning. He has led intersection, corridor, and statewide safety analyses; long-range transportation plans; bicycle and pedestrian plans; and campus, corridor, area, regional, and statewide transportation plans. He brings deep safety and planning experience to support a wide range of project transportation needs.

Credentials

- Master of Science, Civil Engineering, Virginia Polytechnic Institute and State University
- Bachelor of Science, Civil Engineering, Brigham Young University
- Professional Engineer (PE) in AZ, CA, ID, and UT
- Professional Traffic Operations Engineer (PTOE) (#4166)
- Road Safety Professional 1 (#326)

Relevant Experience

UDOT, Reconnecting Communities Study, Salt Lake City – *Project Manager.* This project is evaluating strategies to reconnect neighborhoods divided by legacy transportation infrastructure. Brent and the Kimley-Horn team are assisting Salt Lake City in defining transportation challenges, identifying realistic solutions, and communicating the benefits, costs, and challenges of potential solutions.

Wasatch Front Regional Council, Power District Transportation Study, Salt Lake City, UT – *Project Manager.* Brent led a multimodal transportation study to support the development of a new 100-acre urban district in Salt Lake City. He oversaw technical analysis and stakeholder coordination to evaluate roadways, transit, and active transportation improvements that enhance accessibility, support future land use, and accommodate major civic destinations.

Cache Valley Transit District, Transit Feasibility Study, Logan, UT – *Project Principal.* Brent served as a local advisor, helping the Kimley-Horn team prepare a transit feasibility study that evaluates a range of origins and destinations, including suburban communities, cities in neighboring transit agency jurisdictions, and seasonal recreation sites. Stakeholder engagement was critical, as new service opportunities will require strategic partnerships and/or funding strategies.



BRAD LINCOLN, PE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brad provides a full suite of transportation planning and traffic engineering services, with an extensive history of conducting analyses and impact evaluations for a variety of developments across Washington. His project portfolio includes comprehensive plans, safety studies, on-call tasks, large industrial/commercial developments, and large residential developments. Brad regularly communicates complex information to a range of stakeholders and communities.

Credentials

- Master of Business Administration, Seattle University
- Bachelor of Science, Civil Engineering, Arizona State University
- PE in WA (#42307), ID, OR, and MT
- Road Safety Professional 1 (#1316)

Relevant Experience

City of Anacortes, Transportation On-Call, Anacortes, WA – *Project Manager.* Kimley-Horn is providing transportation engineering services to the City of Anacortes. Services include participating in the Traffic Safety Committee, performing traffic safety and traffic operations analyses, performing preliminary engineering for signing and striping, evaluating the concurrency process, and performing other transportation-related services.

City of Mukilteo, On-Call Services, Mukilteo, WA – *Task Manager.* Kimley-Horn was selected to perform on-call land use/community planning, engineering, stormwater planning, and transportation planning services. Our team is providing specific task-order work, including grant-writing support for SS4A and a speed limit study for arterials.

***Kalispel Tribe of Indians, Long Range Transportation and Master Plan, Airway Heights, WA** – *Project Engineer.* This project included a long-range transportation and master plan for the Airway Heights Trust property. The planning services included coordination on updates to the National Tribal Transportation Facility Inventory (NTTFI) for road classifications and planned roads. The team evaluated road standards for evolving land uses and coordinated with the City standards.

**Project completed prior to joining Kimley-Horn*



ELMER ACEVEDO-GARCIA // Translation/Interpretation

★ *Years of Experience: 3*

Elmer is a public relations specialist. He has experience drafting press releases, assisting with media events, contacting media outlets, creating and maintaining social media accounts and calendars, speaking with the public, and creating and translating Spanish materials.

Credentials

- Bachelor of Arts, Communication, Weber State University
- Associate of General Studies, Salt Lake Community College
- Associate of Arts, Spanish Language, Weber State University

Relevant Experience

Salt Lake City, Reconnecting Communities Study, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is assisting Salt Lake City in defining the transportation challenges posed by the east-west divide and identifying solutions that address them. Elmer supports public engagement efforts and provides translation services.

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is providing public engagement services, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, social media campaign, extensive website build, broad educational outreach, print media, and translation services.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Involvement Specialist.* The safety analysis includes a review of historical crash data and trends, a critical-crash-rate network analysis, risk-based analyses using roadway inventory and driver-event data, and feedback from robust community engagement.



OLIVIA BITTON // Public Engagement

★ *Years of Experience: 6*

Olivia provides communications and public involvement support. She has the ability to effectively communicate both verbally and through written media, understands how to build and maintain relationships, and is skilled at problem-solving and conflict resolution. Olivia has a history of delivering high-quality work on tight deadlines and will be a valuable asset to any City project.

Credentials

- Master of Science, City Planning, University of Glasgow
- Bachelor of Arts, Political Science, Westminster College
- Foundations in Public Participation Training Certificate, IAP2

Relevant Experience

Skagit County, Comprehensive Plan Update, Skagit County, WA – *Public Involvement Specialist.* This project includes updating and creating new policies for the housing and land use elements in compliance with new state requirements. Olivia is helping local residents understand how the new legislation impacts their specific communities.

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Public Involvement Specialist.* Kimley-Horn developed a neighborhood improvement plan to enhance pedestrian and bicycle safety. Olivia provided public involvement services to share project information and goals through postcards, signage, and social media. She also facilitated a virtual community meeting to share project details and engage the community in the development of the plan.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Engagement Lead.* Olivia guided a countywide outreach program involving small towns, Tribal partners, law enforcement, schools, and community-based organizations to support the development of the Safety Action Plan.



TALON SMITH // Public Engagement

★ *Years of Experience: 3*

Talon is a data-driven planning analyst who has supported long-range planning and engagement efforts. He is committed to developing high-quality, actionable policy through detailed analysis. With knowledge of engagement strategy and planning, Talon creates outcomes that are valuable to residents, staff, and stakeholders.

Credentials

- Bachelor of Arts, Urban Studies, University of California, Berkeley

Relevant Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Public Involvement Specialist.* Talon is supporting the outreach efforts for the Spokane Falls Boulevard Reconstruction project by executing engagement strategies, curating materials, and assisting in stakeholder discussions.

City of Spokane Valley, Parks Master Plan, Spokane Valley, WA – *Public Involvement Specialist.* Kimley-Horn delivered a robust public engagement process that included surveys, stakeholder interviews, and community workshops. Drawing on best practices and regional growth projections, Kimley-Horn helped the City identify opportunities for future investment, programming, and equitable access to parks and recreation.

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist.* Talon is supporting the public engagement strategy for this plan update, which includes distinct project branding and an in-depth review of key elements that shape Newport's future—such as economic development, parks, land use, capital facilities, utilities, essential public facilities, environmental planning, and more.



MACY BEHRENS // Graphic Designer

★ *Years of Experience: 5*

Macy brings expertise in branding, layout design, and social media graphics. Her work supports on-call public engagement by creating cohesive, adaptable visual systems that help agencies maintain consistent messaging across multiple projects and audiences.

Credentials

- Bachelor of Arts, Graphic Design, University of Nebraska, Lincoln

Relevant Experience

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer.* Macy worked collaboratively as part of the Kimley-Horn team to create maps and signage for the general public that clearly communicated upcoming Skagit Transit route changes and recommendations, and to solicit community feedback. She also formatted and created custom graphics for reports and designed presentations for stakeholders and the general public. Macy led the design of an executive summary document that summarizes the plan's elements, timeline, and strategies, with engaging, informative graphics and a custom-branded layout.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Macy assisted in the creation of many client reports and documents, including a 170+ page model code partnership (MCP) transit-oriented development InDesign document. She helped maintain consistency in branding and presentation across multiple deliverables and graphics to strengthen Sound Transit's brand image and recognition. Macy worked closely with multiple transit planners to create accurate, informative graphics and imagery that met client needs.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Graphic Designer.* Macy collaborated closely with transit planners to create custom, illustrative cross-section graphics that represent multiple station placement options to aid the public's understanding of possible project outcomes. She also designed multiple sets of conceptual maps and diagrams that highlighted station placement options, existing conditions, work zone phasing, and traffic flow patterns, all with the goal of informing and engaging with the public.



JOHN BARDEN // Multimedia Visualizations

★ *Years of Experience: 35*

John is a creative digital designer with extensive insight into the transportation and transit markets. He is adept at translating a client's vision, conceptual ideas, and technical plans into highly persuasive and effective presentations, using the latest advancements in digital film, visualization, animation, photo-realistic renderings, and videos.

Credentials

- Bachelor of Science, Environmental Design, University of Colorado, Boulder

Relevant Experience

Virginia Department of Transportation, Route 35/40 Roundabout Visualizations, Sussex County, VA – *Visualizations.* In support of the Virginia Department of Transportation's Route 35/Route 40 roundabout project, John provided graphic design support for a range of meeting deliverables. His materials aligned with agency standards and were easy for community members to understand. This work supported the project's citizen information meeting by giving the team a consistent look and message across handouts, presentation content, and other communications.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Visualizations.* Kimley-Horn is providing services to study adding infill light rail stations on the existing 1 Line of Sound Transit's Link light rail system. The contract objective is to assist Sound Transit in completing Alternatives Development and Conceptual Engineering/Environmental Review. Throughout the entire project, Kimley-Horn is supporting Sound Transit's efforts to engage local communities and stakeholders.

Triview Metropolitan District, Higby Road Improvements, Monument, CO – *Visualizations.* Higby Road is a minor arterial running east-west from Jackson Creek Parkway to Roller Coaster Road. The Triview Metropolitan District maintains the mile-long segment of the road between Jackson Creek Parkway and Harness Road. Due to ongoing development in Monument and El Paso County, the District has retained Kimley-Horn to design the widening of the road to its ultimate configuration. John developed graphics visualizations.

EXCEPTION TO TERMS AND CONDITIONS

Kimley-Horn respectfully requests the below modifications to the Terms and Conditions. Removals are shown with ~~strikethrough~~.

Terms and Conditions

17. Liability: The Firm shall indemnify, ~~defend,~~ and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the ~~sole~~ negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as "Firm")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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this form 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.

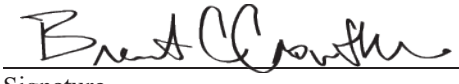
3. The undersigned further agrees by signing this form that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

4. The Firm certifies, by signing this form 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.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Kimley-Horn and Associates, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects	#6488-26 Program Title (Type or Print)
Brent C. Crowther, PE, PTOE, RSP$_1$ Name of Certifying Official (Type or Print)	 Signature
Senior Vice President/Authorized Signer Title of Certifying Official (Type or Print)	3/23/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kimley-Horn and Associates, Inc.

Organization:

111 East Broadway, Suite 600

Street address:

Salt Lake City, UT 94111

City, State, Zip:

Brent C. Crowther, PE, PTOE, RSP$_1$

CERTIFIED BY: (type or print)

Senior Vice President/Authorized Signer

TITLE:



3/23/2026

(signature) (date)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KIMLEY-HORN AND ASSOCIATES, INC.

Business name: KIMLEY-HORN AND ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 601-432-568

Business ID: 001

Location ID: 0001

Location: Active

Location address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Mailing address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Page 2 of 2

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jun-30-2025
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Sep-18-2023
Stanwood General Business - Non-Resident	2659			Active	Dec-31-2026	Dec-03-2024

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BARBER, BARRY L.	
BLAKELY, STEPHEN	
BLAKLEY, STEPHEN W.	
COLVIN, SCOTT W.	
COOK, RICHARD N.	
DVORAK JR., WILLIAM E.	
FLANAGAN, TAMMY L.	
FRYSINGER, ASHLEY M.	
GOOD, BRIAN A.	
HARRY, JENNIFER L	
KALTSAS, JOSEPH D.	
LEFTON, STEVEN E.	
MCENTEE, DAVID L.	
MUTTI, BRENT H.	
NATHAN, AARON W	

Registered Trade Names

Registered trade names	Status	First issued
KIMLEY-HORN AND ASSOCIATES, INC.	Active	Jun-02-2010

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:56:23 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2026

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).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg / 19445 **INSURER B :** New Hampshire Insurance Company / 23841 **INSURER C :** Lloyd's of London / 85202 **INSURER D :** Columbia Casualty Company / 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1497376330 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: KHA Project #198891000 - Spokane Public Engagement. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/21/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/15/2026		
Clerk's File #	OPR 2026-0442		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	KERI (509)625-6577	**Requisition #**	28785
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	HOUSE OF CHARITY - LAW ENFORCEMENT / FIRE DEPARTMENT SET-ASIDE		

Agenda Wording

Amendment to provide additional funding as well as extend the current Catholic Charities House of Charity - Law Enforcement/Fire Department Set-Aside Shelter Beds agreement.

Summary (Background)

The City's Human Services Grant (HSG) program provides funding to House of Charity (HOC) to reserve 3 (three) shelter beds per night for referrals from Spokane Police and Spokane Fire Department, available 24/7 to accommodate emergent and after-hours placements. The City reimburses HOC $75.00 per bed, per night, regardless of utilization. The current contract runs Feb 1 - July 31, 2026 with a total compensation not to exceed $40,725.00; this contract extension covers August 1 - December 31, 2026 with a total compensation not to exceed $34,425.00

What impacts would the proposal have on historically excluded communities?

The set-aside beds provide Police and Fire immediate access to beds when a male identifying individual says "yes" to a shelter bed. Current data shows that single men make up the largest percentage of unsheltered individuals. By ensuring shelter access is available on a 24/7 referral basis, the program reduces reliance on the criminal justice and emergency medical systems as default responses to homelessness.

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?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

This project is expected to follow the Five-Year Plan to Prevent and End Homelessness.

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 project aligns with the CoC's Five-Year Strategic Plan to End Homelessness as well as the H.O.M.E. Starts Here Initiative.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75150
Current Year Cost	$ 34425
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 34425	# 0300-53010-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Select

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

This contract is funded through the City's Human Services Grant (HSG) program, a City general fund allocation. Continuation beyond the current contract term is contingent on future budget appropriation by Council as part of the annual budget process.

Expense Occurrence	Recurring

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

This is a reimbursement-based HSG contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN	PURCHASING	WAHL, CONNIE
Accounting Manager	DUFFEY, ANDREW		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhsgrants@spokanecity.org	

1. GRANTEE CATHOLIC CHARITIES OF SPOKANE 12 E 5TH AVE SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE OKSANA ZAKHARCHENKO 12 E 5TH AVE SPOKANE, WA 99202 (509)455-3031 OKSANA.ZAKHARCHENKO@CCEASTERNWA.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6707 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY SHARON STADELMAN 12 E 5TH AVE SPOKANE, WA 99202 (509)358-4250 X4269 SHARON.STADELMAN@CCEASTERNWA.ORG		**6. CITY SIGNATORY** ARIELLE ANDERSON, CHHS DIRECTOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6055 ARIELLEANDERSON@SPOKANECITY.ORG	
7. AMENDMENT AMOUNT $75,150.00 **AMENDMENT AMOUNT** $34,425.00	**8. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**9. START DATE** 02/01/26	**10. END DATE** 12/31/26
11. LOCAL AGENCY CITY OF SPOKANE – COMMUNITY, HOUSING, AND HUMAN SERVICES DEPARTMENT		**LOCAL PROGRAM** HUMAN SERVICES GRANT	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $75,150.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** N/A	

13. TAX ID #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**16. PROJECT ID #**
91-0569880	KLV5D7M8LF44	601-155-740	012876	N/A

14. AMENDMENT PURPOSE

ADDITIONAL HUMAN SERVICES GRANT (HSG) FUNDING AND EXTENSION FOR HOUSE OF CHARITY (HOC) LAW ENFORCEMENT (LE) AND FIRE DEPARTMENT (SFD) SET-ASIDE BEDS

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AMENDMENT and attachments and have executed this AMENDMENT on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this AMENDMENT are governed by this AMENDMENT and the following other documents incorporated by reference:

- SUSPENSION AND DEBARMENT CERTIFICATION

CITY OF SPOKANE

CONTRACT AMENDMENT A

Title: HOUSE OF CHARITY – LAW ENFORCEMENT & FIRE DEPARTMENT SET-ASIDE BEDS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **CATHOLIC CHARITIES** whose address is 12 E 5TH AVE, SPOKANE, WA 99202 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted contract language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES desire to extend the CONTRACT term and increase the total funding available with Human Service Grant (HSG) funds under this CONTRACT; and

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

1. CONTRACT DOCUMENTS.
   The original CONTRACT, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
   This CONTRACT AMENDMENT shall become effective on July 1, 2026.

3. AMENDMENT.
   SECTION 1.2. TERM

   The term of this Agreement shall begin on February 1, 2026 and shall run through ((~~July 31, 2026~~)) December 31, 2026 unless amended by written agreement or terminated earlier under the provisions.

4. AMENDMENT.
   SECTION 2.1. COMPENSATION & BUDGET

   The total amount CITY shall pay SUBRECIPIENT is increased by **THIRTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($34,425.00)** which equates to a new total CONTRACT amount not to exceed **SEVENTY-FIVE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS ($75,150.00)** for everything furnished and done under the original CONTRACT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original CONTRACT and shall

not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original CONTRACT and this AMENDMENT document.

Month (2026)	# of Days/Month	Cost Per Bed	# of Beds	Total Monthly Reimbursement Amount
February	28	$ 75.00	3	$ 6,300.00
March	31	$ 75.00	3	$ 6,975.00
April	30	$ 75.00	3	$ 6,750.00
May	31	$ 75.00	3	$ 6,975.00
June	30	$ 75.00	3	$ 6,750.00
July	31	$ 75.00	3	$ 6,975.00
August	31	$ 75.00	3	$ 6,975.00
September	30	$ 75.00	3	$ 6,750.00
October	31	$ 75.00	3	$ 6,975.00
November	30	$ 75.00	3	$ 6,750.00
December	31	$ 75.00	3	$ 6,975.00
			Total Contract Amount	$ 75,150.00

THIS SECTION

INTENTIONALLY

LEFT BLANK

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

SUBRECIPIENT	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

ATTACHMENTS:

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

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.

Catholic Charities of Spokane _____ Name of Subrecipient / Contractor / Consultant	Human Services Grant (HSG) _____ Program Title
_____ Name of Certifying Official	_____ Signature
_____ Title of Certifying Official	_____ Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/21/2026

Committee Agenda type: Consent

Council Meeting Date: 08/19/2026

Date Rec'd	6/23/2026
Clerk's File #	OPR 2026-0671
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	JACKIE 509-625-6986
Contact E-Mail	JJOHNSEN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE SDIXIT
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 1207 W CORA

Agenda Wording

Conditional Multifamily Tax Exemption contract with NYG Real Estate Holdings, for the property located at 1207 W Cora, 2011 W Cora, and 1215 W Cora to create 12 dwelling units. Following construction, the project intends to finalize under the 8-year exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multi-Family Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Cora Townhomes application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 12 residential units on the property at 1207 W Cora, 1211 W Cora, and 1215 W Cora Ave., within Emerson Garfield neighborhood (District 3). The property is zoned Residential Low and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Mahoulome Guidi, Harold.guidi@goldensolutions.org	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

OPR 2026-0671

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and NYG Real Estate Holdings, as "Owner/Taxpayer" whose business address is 12121 E Mission Ave, Spokane Valley, WA, 99206.

W I T N E S S E T H:

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

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

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

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

06-25-43: LOTS 9 & 10, BLOCK 13 OF THE ABOVE-MENTIONED PLAT EXCEPT: THE WEST 29 FEET OF LOTS 9 & 10, BLOCK 13 OF THE ABOVE-MENTIONED PLAT. AND EXCEPT: THE EAST 69 FEET OF LOTS 9 & 10, BLOCK 13 OF THEABOVE-MENTIONED PLAT.06-25-43: THE WEST 52 FEET OF LOT 8, BLOCK 13 OF THE PLAT OF WHITING'S ADDITION, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON STATE, AS RECORDED WITH THE SPOKANE AUDITOR IN BOOK A OF SURVEYS, PAGE 63.06-25-43: THE EAST 23 FEET OF LOT 8, BLOCK 13 13 OF THE PLAT OF WHITING'S ADDITION, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON STATE, AS RECORDED WITH THE SPOKANE AUDITOR IN BOOK A OF SURVEYS, PAGE63. TOGETHER WITH THE WEST 29 FEET OF LOTS 9 & 10, BLOCK 13 OF THE ABOVE-MENTIONED PLAT.

Assessor's Parcel Number(s) 35063.2826, 35063.2824, 35063.2825, commonly known as 1207 W Cora, 1211 W Cora, and 1215 W Cora.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

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

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

4. The Owner/Taxpayer intends to construct on the site, approximately 12 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction

provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Attest:

_____
City Clerk

NYG Real Estate Holdings

_____
_____

Owner/Taxpayer

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/22/2026
		Clerk's File #	CPR 2026-0002
		Cross Ref #	
Council Meeting Date: 08/19/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	BRUCE 625-6005	**Requisition #**	
Contact E-Mail	BGELTING@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS-2026 THRU 7-31-26		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 07/31/2026. Total $6,617,317.31 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $5,928,330.82.

Summary (Background)

Pages 1-22 Check numbers: 621091-621223 Credit Card numbers: 003387-003409 ACH payment numbers: 155010-155224 On file for review in City Clerks Office: 22 Page listing of Claims

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

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 5,928,330.82	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	390,880.51
1100	STREET FUND	309,689.76
1200	CODE ENFORCEMENT FUND	127.80
1380	SPOKANE SAFE STREETS FOR ALL	1,195.08
1400	PARKS AND RECREATION FUND	19,450.00
1425	AMERICAN RESCUE PLAN	42,742.50
1440	FIRE GRANTS MISCELLANEOUS	124.25
1460	PARKING METER REVENUE FUND	16,121.50
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,533.24
1640	COMMUNICATIONS BLDG M&O FUND	4,749.79
1680	HOUSING AND HOMELESS SERVICES	75.64
1950	PARK CUMULATIVE RESERVE FUND	707.20
1970	SPOKANE FIRE DEPARTMENT	68,175.81
3200	ARTERIAL STREET FUND	1,287.30
4100	WATER & HYDROELECTRIC SERVICES	400,789.43
4250	INTEGRATED CAPITAL MANAGEMENT	21,068.23
4300	WASTEWATER MANAGEMENT FUND	168,100.97
4480	SOLID WASTE FUND	969,871.69
4600	GOLF FUND	568.00
4700	DEVELOPMENT SERVICES	3,315.85
5100	FLEET SERVICES FUND	67,709.88
5200	PUBLIC WORKS AND UTILITIES	1,157.01
5300	IT FUND	82,057.29
5310	IT CAPITAL REPLACEMENT FUND	15,636.76
5500	PURCHASING AND CONTRACTS	15,027.73
5600	ACCOUNTING SERVICES	319.16
5800	RISK MANAGEMENT FUND	355,000.00
5810	WORKERS' COMPENSATION FUND	173.44
5820	UNEMPLOYMENT COMPENSATION FUND	86,206.27
5830	EMPLOYEES BENEFITS FUND	2,374,549.98
5900	FACILITIES MANAGEMENT FUND OPS	3,458.99
5901	ASSET MANAGEMENT FUND CAPITAL	12,285.00
5902	PROPERTY ACQUISITION POLICE	6,868.73
5903	PROPERTY ACQUISITION FIRE	687.11
6070	FIREFIGHTERS' PENSION FUND	77,128.97
6080	POLICE PENSION FUND	49,263.28
6255	LAW ENFORCEMENT RECORDS MGMT	6,890.50
	TOTAL:	5,574,994.65

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00621091	DONOVAN K AURAND	603.21		
00621092	CANON USA INC	101.92		
00621093	CANON USA INC	47.53		
00621094	COMMUNITY COLLEGES OF SPOKAN	5,000.00		
00621095	GORDON TRUCK CENTERS INC DBA	2,198.09		
00621096	AMY HARTE	56.00		
00621097	EAN SERVICES LLC	45.00		
00621098	JAMES HORSTMAN	10.00		
00621099	NICOLE MITCHUM	20.00		
00621100	ONE HEART SPOKANE	210.00		
00621101	SKAGIT COUNTY SHERIFF'S OFFI	600.00		
00621102	TAISIA MOGA	700.00		
00621103	OCCUPATIONAL HEALTH CENTERS	233.00		
00621104	MARK PANKRATZ	233.00		
00621105	SNW TEC LLC	117.99		
00621106	SPOKANE POLICE DEPARTMENT	47.98		
00621107	SPOKANE POLICE DEPARTMENT	89.98		
00621108	UNITED STATES GEOLOGICAL	11,558.00		
00621109	CENTURYLINK	410.00		
00621110	COMCAST	207.68		
00621111	COMCAST	207.68		
00621112	MEDLINE HOLDINGS LP	480.38		
00621113	TERRY CARE GROUP LLC	10,216.00		
00621114	RPY LLC			7,238.00
00621115	ATLAS SAND AND ROCK INC			3,833.07
00621116	COLEMAN OIL COMPANY LLC			5,868.16
00621117	NW PLAYGROUND EQUIPMENT INC			2,052.64
00621118	SPOKANE COUNTY AUDITOR	303.50		
00621119	TAKE UP THE CAUSE INC	8,402.55		
00621120	ACCESS UNLIMITED & SECURITY	183.29		
00621121	BRIAN M ADAMS	338.00		
00621122	AT&T MOBILITY	563.45		
00621123	NORFOLK IRON & METAL CO	806.31		
00621124	COMCAST	216.77		
00621125	WATERCO OF THE PACIFIC NORTH	193.41		
00621126	GRANITE MOUNTAIN CONSTRUCTIO	248.05		
00621127	DAVID TUCKER CONSTRUCTION LL	3,360.65		
00621128	R. KIM LETTRICK	374.18		
00621129	SPOKANE CITY TREASURER	200.81		
00621130	SPOKANE COUNTY WATER DIST NO	283.18		
00621131	SPOKANE RIVERKEEPER	38,900.00		
00621132	WASHINGTON LEOFF	12,733.50		
00621133	KELLY MILNER HALLS		300.00	
00621134	CARLY ELLIS		250.00	
00621135	EDWARD GOODEN		150.00	
00621136	ADRIANA JANOVICH		120.00	
00621137	CARL RICHARDSON		250.00	
00621138	ASIZA SANDOVAL		150.00	
00621139	FRANCES MORGAN		900.00	
00621140	GENERAL STORE INC			82.65
00621141	IMPACT BUSINESS PRODUCTS			327.08
00621142	ANNIE MENESES			16.00
00621143	ANNIE MENESES			16.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00621144	ANNIE MENESES			16.00
00621145	ARTHUR J GALLAGHER & CO	33,247.50		
00621197	TIMOTHY C ARCHER	338.00		
00621198	COLEMAN OIL COMPANY LLC	23,872.26		
00621199	WATERCO OF THE PACIFIC NORTH	162.87		
00621200	JGW MACHINE LIMITED	2,420.00		
00621201	WA STATE EMPLOYMENT SECURITY	86,206.27		
00621202	WASTE MANAGEMENT OF WA DBA	75,389.92		
00621203	WEAR-TEK INC	15,492.20		
00621204	COLEMAN OIL COMPANY LLC			7,526.69
00621205	DIG STUDIO INC			17,690.31
00621206	EVERGREEN ARCHERY CLUB			940.00
00621207	SWIRE PACIFIC HOLDINGS, INC			1,320.28
00621208	NORTHWEST BOULEVARD APARTMEN	106,941.09		
00621209	HACH COMPANY	159.44		
00621210	HORROCKS LLC	922.08		
00621211	LANCE HUDKINS	211.00		
00621212	EMERSON KAESMEYER	211.00		
00621213	KAISER FOUNDATION HEALTH OF	568.00		
00621214	KAISER FOUNDATION HEALTH OF	231.00		
00621215	KAISER FOUNDATION HEALTH OF	485.00		
00621216	DANNY CARNEY	243.00		
00621217	TAISIA MOGA	140.00		
00621218	PRE-EMPLOYMENT PREPARATION	5,000.00		
00621219	QUADIENT FINANCE USA INC	15,189.89		
00621220	T-MOBILE	1,764.49		
00621221	T-MOBILE	686.91		
00621222	US BANK	565.64		
00621223	AT&T MOBILITY	223.32		
70003387	NORTHWEST INDUSTRIAL SERVICE	557.00		
70003388	CINTAS CORPORATION	233.52		
70003389	GALLS LLC	7,505.86		
70003390	SPOKANE HOUSE OF HOSE INC	1,789.50		
70003391	GALLS LLC	4,730.80		
70003392	PLANET TURF			2,568.13
70003393	TITAN TRUCK EQUIPMENT			1,407.52
70003394	ALASKA RUBBER GROUP INC			54.51
70003395	NORTHWEST INDUSTRIAL SERVICE	420.00		
70003396	AUTOMATED LOGIC CONTRACTING		31,639.00	
70003397	CINTAS CORPORATION	14,308.78	38.52	89.52
70003398	GALLS LLC			54.55
70003399	HORIZON DISTRIBUTORS			3,384.98
70003400	SPOKANE POWER TOOL & HDWE		490.93	
70003401	WINSTON & CASHATT PS	5,995.00		
70003402	ALASKA RUBBER GROUP INC	214.04		
70003403	CONSOLIDATED SUPPLY CO	23,911.44		
70003404	ELJAY OIL CO INC	162.10		
70003405	ENDRESS+HAUSER INC	4,804.48		
70003406	HORIZON DISTRIBUTORS			4,670.45
70003407	GALLS LLC	190.13		
70003408	NORCO INC	292.66		
70003409	SPOKANE HOUSE OF HOSE INC	2,185.75		
80155010	ABSOLUTE DRUG TESTING LLC	1,957.20		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155011	ACTION MATERIALS	3,737.58		

80155012	INLAND NW AGC APPRENTICESHIP	5,000.00		
80155013	ALSCO DIVISION OF ALSCO INC	18.82		
80155014	ARROW CONSTRUCTION SUPPLY IN	6,131.18		
80155015	AVISTA UTILITIES	521.74		
80155016	BUDINGER & ASSOCIATES INC	2,794.20		
80155017	COMPUNET INC	15,636.76		
80155018	COPIERS NORTHWEST INC	4,325.94		
80155019	DEVRIES INFORMATION MANAGEME	18.50		
80155020	EMERGENCY RESPONDERS HEALTH	600.00		
80155021	FASTENAL CO	2,983.98		
80155022	FEDERAL EXPRESS CORP/DBA FED	112.89		
80155023	GORLEY LOGISTICS LLC	8.52		
80155024	W W GRAINGER INC	802.53		
80155025	GRAYBAR ELECTRIC COMPANY INC	5,947.61		
80155026	GUNARAMA WHOLESALE INC	5,998.40		
80155027	HASKINS STEEL CO INC	551.24		
80155028	KUTAK ROCK LLP	12,285.00		
80155029	LSB CONSULTING ENGINEERS PLL	7,981.50		
80155030	ALLISON OSTRER	150.00		
80155031	PERMITIUM LLC	88.00		
80155032	POMP'S TIRE SERVICE INC	15,109.09		
80155033	QUALITY COUNTS LLC	960.00		
80155034	SHAMROCK MANUFACTURING INC	44,158.02		
80155035	SHI CORP	138.25		
80155036	SIMPLIFILE LC	617.92		
80155037	CATS ARMS LLC	6,836.00		
80155038	SITEONE LANDSCAPE SUPPLY LLC	380.48		
80155039	SPOKANE COUNTY TITLE CO	327.30		
80155040	SPOKANE COUNTY TREASURER	6,890.50		
80155041	VERIZON WIRELESS	199.11		
80155042	VERIZON WIRELESS LERT B	850.00		
80155043	VERSATERM PUBLIC SAFETY US I	2,654.53		
80155044	VESTIS GROUP INC	358.61		
80155045	WASHINGTON CRANE & HOIST LLC	43,449.39		
80155046	WESTERN STATES EQUIPMENT CO	992.72		
80155047	PATRICK BURCHELL	102.00		
80155048	A1 TREE SERVICE LLC			33,035.48
80155049	ACI NORTHWEST INC			39,941.93
80155050	ANCHOR INDUSTRIES INC			2,717.69
80155051	THE FA BARTLETT TREE EXPERT			1,069.18
80155052	BEACON SERVICE INC	813.43		
80155053	BOZCO CONSTRUCTION LLC			15,955.10
80155054	CASCADE INDUSTRIAL SERVICES			40,526.95
80155055	CATHOLIC CHARITIES	86,532.17		
80155056	CONSISTENT CARE SUPPORT	19,740.52		
80155057	ENVIRONMENT CONTROL OF SPOKA	7,360.00		
80155058	FAIRFIELD CARE	7,743.00		
80155060	BARNRUST MEDIA LLC	98.19		
80155061	KEYSTONE LAWN & TREE CARE	3,483.57		
80155062	SCP DISTRIBUTORS LLC			14,963.25
80155064	REXEL INC			1,327.58
80155065	LEPS-PSS PLLC DBA	1,635.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155066	RUGGED SOLUTIONS AMERICA LLC	1,387.97		
80155067	SITEONE LANDSCAPE SUPPLY LLC			475.79
80155068	SPOKANE NEIGHBORHOOD ACTION	85,972.93		
80155069	SPOKANE HOOPFEST ASSOCIATION	3,500.00		
80155070	US BANK TRAVEL CARD	20,522.87		

80155071	US BANK P CARD PAYMENTS	57,735.39			
80155072	WCP SOLUTIONS	266.64			
80155073	YWCA	1,222.41			
80155074	DENNIS HANSEN	9,700.00			
80155075	ALSCO DIVISION OF ALSCO INC	2,808.02			
80155076	APOLLO SHEET METAL INC DBA	823.49			
80155077	ASSURANCE FITNESS REPAIR	1,135.73			
80155078	AVISTA UTILITIES	267,755.29	6,283.64		
80155079	THE FA BARTLETT TREE EXPERT	17,030.51			
80155080	BLUEBIRD TREE CARE INC				50,551.49
80155081	BROWN AND CALDWELL	981.82			
80155082	CAMERON-REILLY LLC				232,138.51
80155083	CINTAS CORPORATION NO 2	66.56			
80155084	CLARY LONGVIEW LLC	75,435.73			
80155085	COMPRISE TECHNOLOGIES INC		10,888.00		
80155086	COPIERS NORTHWEST INC	2,513.81			
80155087	COPPER STATE BOLT & NUT CO				68.65
80155088	CUMMINS INC	642.94			
80155089	DELL MARKETING LP	6,809.30			
80155090	DELTA DENTAL OF WASHINGTON	17,271.88			
80155091	DEVRIES INFORMATION MANAGEME	255.60			
80155092	GWP HOLDINGS LLC	30,415.75			
80155093	SHELLEY FAIRWEATHER-VEGA		195.29		
80155094	FASTENAL CO	1,768.01			
80155095	FRANCIS AVENUE HARDWARE				116.85
80155096	W W GRAINGER INC	235.31			
80155097	GRAYMAR ENVIRONMENTAL SERVIC	1,820.44			
80155098	GROUNDWATER SOLUTIONS INC	1,360.80			
80155099	HRA VEBA TRUST	170,744.19			
80155100	INDUSTRIAL WELDING CO INC	14,466.66			
80155101	INGRAM LIBRARY SERVICES LLC		5,203.09		
80155102	G-A-P SUPPLY CORPORATION				49.17
80155103	K9 PEST DETECTIVES LLC		11,919.20		
80155104	LINN MACHINE & MFG	96,480.45			
80155105	LOOMIS ARMORED US INC	1,045.72			
80155106	M & L SUPPLY CO INC				21.75
80155107	MIDWEST TAPE		621.94		
80155108	NAGHMANA SHERAZI	25,000.00			
80155109	ORACLE AMERICA INC	62,752.43			
80155110	OVERDRIVE INC		7,095.24		
80155111	OXARC LLC	7,112.10			
80155112	THE PART WORKS INC				1,247.79
80155113	PERFORMANCE SYSTEMS	1,229.22			
80155114	REXEL INC				2,730.37
80155115	PREMERA BLUE CROSS OR	986,943.61			
80155116	PREMERA BLUE CROSS	73,401.93			
80155117	SHERWIN WILLIAMS CO				170.35
80155118	SITEONE LANDSCAPE SUPPLY LLC				257.71

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155119	SPECIALTY MOBILE MIX INC	480.04		
80155120	PEROVICH PARTNERS INC			573.16
80155121	HESTON HARDWARE			14.38
80155122	SPOKANE COUNTY TREASURER	199,391.85		
80155123	SPOKANE FIRE FIGHTERS BENEFI	962,635.35		
80155124	SPOKANE HOUSING AUTHORITY	1,593.08		
80155125	SPOKANE INT'L AIRPORT	240.00		
80155126	COWLES PUBLISHING COMPANY	195.55		
80155127	STONEWAY ELECTRIC SUPPLY			681.33

80155128	STRUCTURED COMMUNICATION	116,518.80			
80155129	SUMMIT LAW GROUP PLLC	23,192.50			
80155130	SUNBELT RENTALS INC				447.95
80155131	TACOMA SCREW PRODUCTS INC				63.37
80155132	CENTURY WEST ENGINEERING COR	776.25			
80155133	ULINE INC				203.13
80155134	VERIZON WIRELESS	1,145.91			
80155135	WESTERN GLOVE INC				45.82
80155136	ARTEMAX INC				247.00
80155137	EMILY BAUM		23.78		
80155138	ROBERT J CHURCHILL	60.00			
80155139	TANYA L STARKEY		16.68		
80155140	AMBER GROE	25.08			
80155141	CASSANDRA HOUGHTON	15.95			
80155142	EDWARD JAMES NEAL	180.00			
80155143	NEIL, MASON		33.57		
80155144	CHRISTOPHER M PETERSON	180.00			
80155145	ROBERT L TYRRELL	120.00			
80155146	ABB INC	56,991.75			
80155147	ABM INDUSTRY GROUPS LLC	1,820.00			
80155148	ALS LABORATORY GROUP	170.00			
80155149	ALSCO DIVISION OF ALSCO INC	88.41			
80155150	AMERICAN FIREHOUSE FURNITURE	8,955.00			
80155151	AMERICAN SPRINKLER REPAIR	958.99			
80155152	ANATEK LABS INC	1,013.00			
80155153	ASSURANCE FITNESS REPAIR	732.77			
80155154	AVISTA UTILITIES	5,807.88			
80155155	BARR-TECH LLC	243,975.86			
80155156	BELL & ASSOCIATES INC	11,255.00			
80155157	CAMTEK INC	10,848.33			
80155158	CLARY LONGVIEW LLC	137,803.63			
80155159	COFFMAN ENGINEERS INC				548.50
80155160	CORE & MAIN LP	756.83			
80155161	CRITTER CONTROL OF GREATER	1,740.13			
80155162	L N CURTIS & SONS	7,331.52			
80155163	DRNS CORP				114.60
80155164	ELECTRONIC DATA COLLECTION	2,935.67			
80155165	EUROFINS ENVIRONMENT TESTING	181.00			
80155166	FINLEY BUTTES LIMITED	212,052.03			
80155167	FRANCIS AVENUE HARDWARE	306.00			
80155168	GEOSYNTEC CONSULTANTS INC	3,892.50			
80155169	MARUBENI AMERICA CORPORATION				3,553.30
80155170	PUMPTECH HOLDINGS LLC	800.00			
80155171	KITTELSON & ASSOCIATES INC	42,742.50			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155172	MACKAY METERS INC	13,185.83		
80155173	MCCOY POWER CONSULTANTS INC	7,900.00		
80155174	NJB SOFT LLC	4,418.55		
80155175	PRODUCTIVE PARKS			6,910.39
80155176	SAFEBUILT WASHINGTON LLC	2,400.00		
80155177	SCHNABEL INC	58,765.57		
80155178	SHEA CARR & JEWELL INC			7,075.90
80155179	SHI CORP			1,649.12
80155180	SPOKANE NEIGHBORHOOD ACTION	8,472.59		
80155181	SPOKANE PRO CARE INC	955.72		
80155182	VAN NESS FELDMAN LLP	10,791.00		
80155183	WCP SOLUTIONS			1,733.57
80155184	WESTERN EQUIPMENT DISTRIBUTO			2,659.76

80155185	STEVE CONNER			23,556.53
80155186	CREEK AT QUALCHAN GOLF COURS			18,048.98
80155187	DELTA DENTAL OF WASHINGTON	38,576.38		
80155188	ENGINEERING ECONOMICS INC	4,566.00		
80155189	FASTENAL CO	736.87		
80155190	FEDERAL EXPRESS CORP/DBA FED	75.70		
80155191	FISHER SCIENTIFIC	2,383.40		
80155192	GOODALE & BARBIERI COMPANY	2,500.00		
80155193	W W GRAINGER INC	7,640.96		
80155194	BECKWITH & KUFFEL INC DBA	1,466.43		
80155195	H D FOWLER COMPANY	1,858.74		
80155196	HARTFORD STEAM BOILER	1,446.00		
80155197	HASA INC	9,387.90		
80155198	INDUSTRIAL WELDING CO INC	2,182.00		
80155199	INLAND EMPIRE FIRE CHIEFS AS	600.00		
80155200	INTEGRUS ARCHITECTURE PS	62,299.94		
80155201	JENNY TUPPER	3,000.00		
80155202	JRM ENTERPRISES INC	3,907.00		
80155203	KAISER FOUNDATION HEALTH PLA	258,577.12		
80155204	LAKESIDE INDUSTRIES	6,484.47		
80155205	LSB CONSULTING ENGINEERS PLL	7,269.60		
80155206	NONICA ANDREW DBA MARSHALLES	1,071.00		
80155207	MCCLINTOCK & TURK INC	995.25		
80155208	NALCO CO	1,287.86		
80155209	NORTHWEST RIVER SUPPLIES INC	2,655.30		
80155210	OXARC LLC	5,060.95		
80155211	REXEL INC	413.63		
80155212	POMP'S TIRE SERVICE INC	4,611.88		
80155213	PUMPTECH HOLDINGS LLC	431.35		
80155214	RAILROAD MANAGEMENT CO III L	917.46		
80155215	SANDBAGGERS CLUB LLC			18,744.16
80155216	SITEONE LANDSCAPE SUPPLY LLC	966.13		
80155217	T & T GOLF MANAGEMENT INC			29,024.53
80155218	TWO RIVERS TERMINAL LLC	9,348.00		
80155219	UKG KRONOS SYSTEMS LLC	45,287.85		
80155220	US BANK OR CITY TREASURER	355,000.00		
80155221	VESTIS GROUP INC	19.50		
80155222	WA STATE DEPT OF ECOLOGY	565.00		
80155223	WILBERT PRECAST INC/DIV OF	1,306.80		
80155224	STEPHANIE FOSTER	255.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155225	CAMERON PEDEN	211.00		
		5,928,330.82	76,568.88	612,417.61
			CITYWIDE TOTAL:	6,617,317.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80155129	23,192.50
WINSTON & CASHATT PS	LEGAL SERVICES CREDIT CARD PMT NO. - 70003401	5,995.00
TOTAL FOR 0020 - NONDEPARTMENTAL		29,187.50

0030 - OFFICE OF POLICE OMBUDS

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	144.96
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155041	85.70
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		230.66

0100 - GENERAL FUND

DAVID TUCKER CONSTRUCTION LLC PO BOX 48282	PERMIT REFUNDS PAYABLE CHECK NO. - 00621127	3,360.65
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80155031	88.00
SIMPLIFILE LC	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80155036	607.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80155071	57,735.39
US BANK TRAVEL CARD	PCARD ADVANCE PYMT REC ACH PMT NO. - 80155070	20,522.87
TOTAL FOR 0100 - GENERAL FUND		82,313.91

0230 - CIVIL SERVICE

R. KIM LETTRICK 2104 W 31ST AVE	PROFESSIONAL SERVICES CHECK NO. - 00621128	374.18
TOTAL FOR 0230 - CIVIL SERVICE		374.18

0370 - ENGINEERING SERVICES

CLARY LONGVIEW LLC DBA BUD CLARY FORD/HYUNDAI	VEHICLES ACH PMT NO. - 80155158	68,326.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	331.57

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80155089	2,375.17
DONOVAN K AURAND	LOCAL MILEAGE	
	CHECK NO. - 00621091	603.21
OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	
OF WASHINGTON PS	CHECK NO. - 00621103	233.00
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80155221	159.54
TOTAL FOR 0370 - ENGINEERING SERVICES		72,029.27

0470 - ARTS, CULTURE, & HISTORIC PRES

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00621122	38.57
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80155126	195.55
SIMPLIFILE LC	LEGAL SERVICES	
	ACH PMT NO. - 80155036	10.92
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		245.04

0500 - OFFICE OF THE CITY ATTORNEY

VESTIS GROUP INC	OPERATING SUPPLIES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80155044	148.38
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		148.38

0520 - OFFICE OF THE MAYOR

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80155019	18.50
TOTAL FOR 0520 - OFFICE OF THE MAYOR		18.50

0550 - NEIGHBORHOOD SERVICES

AMBER GROE	OPERATING SUPPLIES	
	ACH PMT NO. - 80155140	25.08
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		25.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0560 - MUNICIPAL COURT

ALLISON OSTRER	INTERPRETER COSTS	
DBA ALLISON OSTRER LLC	ACH PMT NO. - 80155030	150.00
AMY HARTE	PER DIEM	
	CHECK NO. - 00621096	56.00

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	1,822.55
EAN SERVICES LLC 14002 E 21ST STREET STE 1500	CASH OVER/SHORT CHECK NO. - 00621097	45.00
JENNY TUPPER DBA INTERPRETER SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80155201	3,000.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80155202	3,907.00
NONICA ANDREW DBA MARSHALLESE INTERPRETING SERVICES	INTERPRETER COSTS ACH PMT NO. - 80155206	1,071.00
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00621217	840.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00621222	565.64
TOTAL FOR 0560 - MUNICIPAL COURT		11,457.19

0680 - POLICE

BARNRUST MEDIA LLC DBA INSTANT SIGN FACTORY	IF CAPITAL COMMISSIONING ACH PMT NO. - 80155060	65.46
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155052	813.43
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00621109	164.00
CENTURYLINK	TELEPHONE CHECK NO. - 00621109	246.00
CLARY LONGVIEW LLC DBA BUD CLARY FORD/HYUNDAI	VEHICLES ACH PMT NO. - 80155158	69,476.85
COMCAST	IT/DATA SERVICES CHECK NO. - 00621111	415.36
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003391	4,730.80
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80155026	5,998.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	HRA-POST EMPLOYMENT ACH PMT NO. - 80155099	20,600.00
LEPS-PSS PLLC DBA PUBLIC SAFETY PSYCHOLOGICAL	MEDICAL SERVICES ACH PMT NO. - 80155065	1,635.00
NAGHMANA SHERAZI DBA MUSLIMS FOR COMMUNITY	CONTRACTUAL SERVICES ACH PMT NO. - 80155108	25,000.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003387	557.00

RUGGED SOLUTIONS AMERICA LLC DBA SETCOM CORPORATION	IF CAPITAL COMMISSIONING ACH PMT NO. - 80155066	1,387.97
SKAGIT COUNTY SHERIFF'S OFFICE ATTN: BRANDI JIMENEZ	REGISTRATION/SCHOOLING CHECK NO. - 00621101	600.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00621106	47.98
UKG KRONOS SYSTEMS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80155219	45,287.85
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80155042	850.00
VERSATERM PUBLIC SAFETY US INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80155043	2,654.53
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00621132	10,007.78
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80155072	266.64
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80155073	1,222.41
TOTAL FOR 0680 - POLICE		192,027.46

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80155010	1,957.20
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	454.56
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		2,411.76

0700 - PUBLIC DEFENDER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	403.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80155023	8.52
TOTAL FOR 0700 - PUBLIC DEFENDER		411.58

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155014	6,131.18
ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155077	378.58

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621122	491.14
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00621122	33.74
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155078	254,361.46
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155078	223.37
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	899.10
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80155094	1,236.78
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003395	420.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155034	44,158.02
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155119	480.04
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00621130	283.18
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155134	42.84
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80155134	480.14
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155044	70.19
TOTAL FOR 1100 - STREET FUND		309,689.76

1200 - CODE ENFORCEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80155091	127.80
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		127.80

1380 - SPOKANE SAFE STREETS FOR ALL

DANNY CARNEY 6256 W SHAWNEE AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00621216	243.00
HORROCKS LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00621210	922.08
JAMES HORSTMAN 14905 N GLENEDEN ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00621098	10.00
NICOLE MITCHUM	PHOTO RED FINES	

2627 W COLLEGE AVE	CHECK NO. - 00621099	20.00
	TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL	1,195.08

1400 - PARKS AND RECREATION FUND

SPOKANE RIVERKEEPER	CONTRACTUAL SERVICES CHECK NO. - 00621131	19,450.00
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	19,450.00

1425 - AMERICAN RESCUE PLAN

KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155171	42,742.50
	TOTAL FOR 1425 - AMERICAN RESCUE PLAN	42,742.50

1440 - FIRE GRANTS MISCELLANEOUS

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00621132	124.25
	TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS	124.25

1460 - PARKING METER REVENUE FUND

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80155164	1,773.75
ELECTRONIC DATA COLLECTION CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80155164	1,161.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80155172	13,185.83
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	16,121.50

1620 - PUBLIC SAFETY & JUDICIAL GRANT

MEDLINE HOLDINGS LP DBA MEDLINE INDUSTRIES LP	OPERATING SUPPLIES CHECK NO. - 00621112	480.38
SPOKANE POLICE DEPARTMENT IMPREST FUND	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00621107	89.98
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00621132	962.88
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,533.24

1640 - COMMUNICATIONS BLDG M&O FUND

ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155057	3,008.00
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80155061	1,741.79
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		4,749.79

1680 - HOUSING AND HOMELESS SERVICES

SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80155035	75.64
TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES		75.64

1950 - PARK CUMULATIVE RESERVE FUND

BUDINGER & ASSOCIATES INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80155016	707.20
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		707.20

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003402	214.04
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155149	107.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMERICAN FIREHOUSE FURNITURE LLC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80155150	8,955.00
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80155076	801.89
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155076	21.60
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00621198	12,590.36
EMERGENCY RESPONDERS HEALTH CENTER LLC	MEDICAL SERVICES ACH PMT NO. - 80155020	600.00
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155057	4,352.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80155021	436.04
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80155022	29.62
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155167	245.48

FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155167	60.52
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003407	155.16
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS CREDIT CARD PMT NO. - 70003407	34.97
GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70003389	6,818.75
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00621095	2,198.09
INLAND EMPIRE FIRE CHIEFS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80155199	600.00
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80155061	1,741.78
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80155162	7,331.52
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003408	184.68
NORTHWEST RIVER SUPPLIES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155209	2,655.30
ONE HEART SPOKANE 10101 N NEVADA	PERMIT REFUNDS PAYABLE CHECK NO. - 00621100	210.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PATRICK BURCHELL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80155047	102.00
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80155032	45.99
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80155032	67.65
REXEL INC DBA PLATT ELECTRIC SUPPLY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155211	413.63
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80155035	62.61
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155038	380.48
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80155123	15,000.00
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003409	120.83
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00621132	1,638.59

TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT 68,175.81

3200 - ARTERIAL STREET FUND

QUALITY COUNTS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155033	960.00
SPOKANE COUNTY TITLE CO	RIGHT OF WAY ACH PMT NO. - 80155039	327.30
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,287.30

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155011	3,737.58
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155152	13.00
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80155154	96.32
CAMERON PEDEN	PER DIEM ACH PMT NO. - 80155225	211.00
CAMTEK INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155157	10,848.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003397	720.86
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003403	23,911.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155086	139.73
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80155160	756.83
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80155161	818.25
EMERSON KAESMEYER	PER DIEM CHECK NO. - 00621212	211.00
ENGINEERING ECONOMICS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155188	4,566.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155189	3,284.81
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80155022	83.27
GEOSYNTEC CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155168	3,892.50
GRAYBAR ELECTRIC COMPANY INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155025	5,947.61
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80155195	827.74

H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155195	1,031.00
INTEGRUS ARCHITECTURE PS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155200	62,299.94
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00621214	231.00
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155204	6,484.47
LANCE HUDKINS	PER DIEM CHECK NO. - 00621211	211.00
NJB SOFT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80155174	4,418.55
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003408	107.98
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00621123	806.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80155111	7,112.10
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES ACH PMT NO. - 80155214	458.73
SCHNABEL INC DBA SCHNABEL ENGINEERING LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155177	58,765.57
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155216	966.13
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00621129	200.81
SPOKANE INT'L AIRPORT	PERMITS/OTHER FEES ACH PMT NO. - 80155125	160.00
STEPHANIE FOSTER	PER DIEM ACH PMT NO. - 80155224	255.00
STRUCTURED COMMUNICATION SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155128	116,518.80
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80155079	15,350.37
TIMOTHY C ARCHER	PER DIEM CHECK NO. - 00621197	338.00
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00621220	1,764.49
VAN NESS FELDMAN LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80155182	10,791.00
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80155024	163.38

W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155193	7,846.42
WASHINGTON CRANE & HOIST LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80155045	43,449.39
WESTERN STATES EQUIPMENT CO	REPAIRS/MAINTENANCE ACH PMT NO. - 80155046	992.72
	TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	400,789.43

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155016	2,087.00
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155132	776.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155098	1,360.80
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155205	15,251.10
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80155124	1,593.08
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	21,068.23

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155154	2,667.74
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155154	207.01
CLARY LONGVIEW LLC DBA BUD CLARY FORD/HYUNDAI	VEHICLES ACH PMT NO. - 80155084	75,435.73
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00621198	7,308.03
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80155190	13.14
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00621215	485.00
OXARC LLC	SAFETY SUPPLIES ACH PMT NO. - 80155210	1,164.51
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES ACH PMT NO. - 80155214	458.73
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003409	2,064.92

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		89,804.81

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80155148	170.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155154	341.63
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155154	15.48
BECKWITH & KUFFEL INC DBA GRANICH ENGINEERED PRODUCTS	LUBRICANTS ACH PMT NO. - 80155194	1,466.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80155081	981.82
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00621198	3,973.87
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003404	162.10
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003405	4,804.48
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80155165	181.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80155190	62.56
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80155191	2,383.40
HACH COMPANY AMERICAN SIGMA	OPERATING SUPPLIES CHECK NO. - 00621209	159.44
HARTFORD STEAM BOILER INSPECTION & INSURANCE COMPANY	PROFESSIONAL SERVICES ACH PMT NO. - 80155196	1,446.00
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80155197	9,387.90
MARK PANKRATZ	PERMITS/OTHER FEES CHECK NO. - 00621104	233.00
MCCLINTOCK & TURK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155207	995.25
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80155208	1,287.86
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80155210	3,896.44
PUMPTECH HOLDINGS LLC DBA PUMPTECH LLC	OPERATING SUPPLIES ACH PMT NO. - 80155213	431.35
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80155218	9,348.00

T-MOBILE	CELL PHONE CHECK NO. - 00621221	686.91
UNITED STATES GEOLOGICAL SURVEY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00621108	11,558.00
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	53,972.92

4330 - STORMWATER

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155154	2,943.05
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155154	58.39
SPOKANE RIVERKEEPER	CONTRACTUAL SERVICES CHECK NO. - 00621131	19,450.00
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80155222	565.00
WILBERT PRECAST INC/DIV OF WILBERT VAULT/SPOKANE WILBERT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155223	1,306.80
	TOTAL FOR 4330 - STORMWATER	24,323.24

4490 - SOLID WASTE DISPOSAL

ABB INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155146	56,991.75
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155152	1,000.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155078	404.58
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80155155	44,851.74
BELL & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80155156	5,627.50
CASSANDRA HOUGHTON	LOCAL MILEAGE ACH PMT NO. - 80155141	15.95
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003397	13,627.79
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155086	1,120.31
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80155166	212,052.03
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80155097	1,820.44

HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155027	551.24
JGW MACHINE LIMITED	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00621200	2,420.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155105	1,045.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155173	7,900.00
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155113	1,229.22
PUMPTECH HOLDINGS LLC DBA K & N AN IMPEL COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155170	800.00
SNW TEC LLC DBA SWAGELOCK NW/ALASKA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00621105	117.99
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003390	1,789.50
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155134	257.04
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	CONTRACTUAL SERVICES CHECK NO. - 00621202	75,389.92
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00621199	205.62
WEAR-TEK INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00621203	15,492.20
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		444,710.54

4500 - SOLID WASTE COLLECTION

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80155147	1,820.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80155075	2,808.02
ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155077	378.57
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155078	10,764.90
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155078	613.53
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80155155	199,124.12
BELL & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80155156	5,627.50
BRIAN M ADAMS	PERMITS/OTHER FEES	

	CHECK NO. - 00621121	338.00
CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80155083	66.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	TELEPHONE CHECK NO. - 00621124	216.77
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155086	1,350.47
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80155094	531.23
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155104	96,480.45
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80155122	199,391.85
SPOKANE INT'L AIRPORT	PERMITS/OTHER FEES ACH PMT NO. - 80155125	80.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80155181	955.72
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155134	459.92
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80155096	669.00
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	521,676.61

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00621120	183.29
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155078	1,387.45
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003397	193.65
THE FA BARTLETT TREE EXPERT	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80155079	1,680.14
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155134	40.01
	TOTAL FOR 4530 - SOLID WASTE LANDFILLS	3,484.54

4600 - GOLF FUND

KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00621213	568.00
	TOTAL FOR 4600 - GOLF FUND	568.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SERVICES

CHRISTOPHER M PETERSON	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80155144	180.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80155091	127.80
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80155142	180.00
GRANITE MOUNTAIN CONSTRUCTION PO BOX 373	PERMIT REFUNDS PAYABLE CHECK NO. - 00621126	248.05
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80155138	60.00
ROBERT L TYRRELL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80155145	120.00
SAFEBUILT WASHINGTON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80155176	2,400.00
TOTAL FOR 4700 - DEVELOPMENT SERVICES		3,315.85

5100 - FLEET SERVICES FUND

ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155077	378.58
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155088	642.94
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155092	30,415.75
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155198	16,648.66
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155212	4,993.74
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80155032	14,613.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155134	134.04-
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00621125	150.66
TOTAL FOR 5100 - FLEET SERVICES FUND		67,709.88

5200 - PUBLIC WORKS AND UTILITIES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CANON USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00621093	149.45
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80155161	921.88
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155041	85.68
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		1,157.01

5300 - IT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80155089	4,114.97
ORACLE AMERICA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80155109	62,752.43
QUADIENT FINANCE USA INC	OPERATING SUPPLIES CHECK NO. - 00621219	189.89
QUADIENT FINANCE USA INC	PREPAID POSTAGE CHECK NO. - 00621219	15,000.00
TOTAL FOR 5300 - IT FUND		82,057.29

5310 - IT CAPITAL REPLACEMENT FUND

COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80155017	15,636.76
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		15,636.76

5500 - PURCHASING AND CONTRACTS

COMMUNITY COLLEGES OF SPOKANE	OTHER MISC CHARGES CHECK NO. - 00621094	5,000.00
INLAND NW AGC APPRENTICESHIP TRAINING TRUST	OTHER MISC CHARGES ACH PMT NO. - 80155012	5,000.00
PRE-EMPLOYMENT PREPARATION PROGRAM	OTHER MISC CHARGES CHECK NO. - 00621218	5,000.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155041	27.73
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		15,027.73

5600 - ACCOUNTING SERVICES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	MINOR EQUIPMENT	

%DELL USA LP	ACH PMT NO. - 80155089	319.16
TOTAL FOR 5600 - ACCOUNTING SERVICES		319.16

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80155220	355,000.00
TOTAL FOR 5800 - RISK MANAGEMENT FUND		355,000.00

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80155018	173.44
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		173.44

5820 - UNEMPLOYMENT COMPENSATION FUND

WA STATE EMPLOYMENT SECURITY DEPARTMENT	INSURANCE CLAIMS CHECK NO. - 00621201	86,206.27
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		86,206.27

5830 - EMPLOYEES BENEFITS FUND

ASSURANCE FITNESS REPAIR	WELLNESS ACH PMT NO. - 80155153	732.77
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80155090	15,369.42
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80155187	36,811.78
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80155099	150,144.19
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80155203	80,275.21
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80155203	141,965.61
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80155203	36,336.30
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80155116	62,308.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80155115	902,970.46
SPOKANE FIRE FIGHTERS BENEFIT TRUST	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80155123	27,091.35

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80155123	920,544.00
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	2,374,549.98

5900 - FACILITIES MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80155151	958.99
GOODALE & BARBIERI COMPANY	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80155192	2,500.00
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	3,458.99

5901 - ASSET MANAGEMENT FUND CAPITAL

KUTAK ROCK LLP	DEBT ISSUE COSTS ACH PMT NO. - 80155028	12,285.00
	TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	12,285.00

5902 - PROPERTY ACQUISITION POLICE

BARNRUST MEDIA LLC DBA INSTANT SIGN FACTORY	IF CAPITAL COMMISSIONING ACH PMT NO. - 80155060	32.73
CATS ARMS LLC DBA SIONICS WEAPON SYSTEMS	MINOR EQUIPMENT ACH PMT NO. - 80155037	6,836.00
	TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	6,868.73

5903 - PROPERTY ACQUISITION FIRE

GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70003389	687.11
	TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	687.11

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80155090	1,063.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80155187	1,284.00
DENNIS HANSEN	SERVICE REIMBURSEMENT ACH PMT NO. - 80155074	9,700.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80155116	6,172.74

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80155115	58,908.65
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	77,128.97

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80155040	6,890.50
	TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT	6,890.50

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80155090	838.88
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80155187	480.60
FAIRFIELD CARE DBA PALOUSE COUNTRY ASSISTED	SERVICE REIMBURSEMENT ACH PMT NO. - 80155058	7,743.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80155116	4,920.30
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80155115	25,064.50
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00621113	10,216.00
	TOTAL FOR 6300 - POLICE PENSION	49,263.28
	TOTAL CLAIMS	5,574,994.65

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/4/2026
		Clerk's File #	CPR 2026-0003
		Cross Ref #	
Council Meeting Date: 08/19/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	MATT BOSTON 6028	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACCOUNTING-PAYROLL THRU 7-1-26		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 1, 2026. Payroll check #581289 through check #581481 $10,791,224.28

Summary (Background)

Payroll

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

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 10,791,224.28	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING AUGUST 1, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	14,073.60
0230	CIVIL SERVICE	50,655.20
0260	CITY CLERK	31,258.42
0320	COUNCIL	58,954.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	38,755.20
0370	ENGINEERING SERVICES	195,623.60
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	56,135.20
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	12,277.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	11,466.40
0500	LEGAL	170,706.75
0520	MAYOR	45,424.70
0550	NEIGHBORHOOD SERVICES	16,594.40
05601	MUNICIPAL COURT	145,283.53
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	2,040.80
0620	HUMAN RESOURCES	48,250.40
0650	PLANNING SERVICES	56,600.80
0680	POLICE	2,764,230.58
0690	PROBATION SERVICES	85,883.23
0700	PUBLIC DEFENDERS	101,046.17
0750	ECONOMIC DEVELOPMENT	17,094.75
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,946,303.73

FUND	FUND NAME	TOTAL
1100	STREET	298,144.37
1200	CODE ENFORCEMENT	81,263.60
1300	LIBRARY	281,352.44
1380	TRAFFIC CALMING MEASURES	3,947.20
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	638,220.35
1430	GRANTS MANAGEMENT	31,453.60
1460	PARKING METER	38,940.12
1510	SPOKANE UNITED 911 NETWORK	12,299.20
1620	PUBLIC SAFETY & JUDICIAL GRANT	7,223.76
1680	CD/HS	54,344.81
1970	EMS FUND	2,301,933.56
4100	WATER	558,717.57
4250	INTEGRATED CAPITAL FUND	77,590.40
4300	SEWER	714,373.58
4480	REFUSE	688,817.37
4600	GOLF	93,572.48
4700	GENERAL SERVICES FUND	237,066.83
5100	FLEET SERVICE	127,563.60
5200	PUBLIC WORKS & UTILITY FUND	65,966.56
5300	MIS	221,040.54
5500	PURCHASING	34,067.20
5600	ACCOUNTING SERVICES	132,643.22
5700	MY SPOKANE	36,859.96
5750	PROJECT MANAGEMENT OFFICE	23,051.20
5800	RISK MANAGEMENT	3,361.60
5810	WORKER'S COMPENSATION	3,792.00
5830	SELF-FUNDED MEDICAL/DENTAL	9,582.72
5900	ASSET MANAGEMENT	49,991.50
6060	CITY RETIREMENT	14,385.61
	TOTAL	10,791,224.28

MINUTES OF SPOKANE CITY COUNCIL

Tuesday, July 28, 2026

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 11:03 a.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, and Dixit were present. Council Members Telis and Zappone (appearing virtually) arrived at 11:04 a.m., and Council Member Klitzke arrived at 11:07 a.m.

City Administrator Alex Scott; Legislative Assistant Jackson Deese; City Council Policy Advisor Chris Wright; and City Clerk Giacobbe Byrd were also present for the meeting.

Council Recess/Executive Session

No executive session was held.

There were no **Interviews of Nominees to Boards and Commissions.**

BRIEFING ON AGENDA ITEMS

Proposed Items

- None

Pending Items

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2026-0559 - On-Call Public Engagement / ICM (Langdon Group) – Kevin Picanco
- OPR 2026-0560 - On-Call Public Engagement / ICM (Horrocks) – Kevin Picanco
- OPR 2026-0561 - On-Call Public Engagement / ICM (Kimley-Horn) – Kevin Picanco

Final Items

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- PSAP Budget Overview – Stephen Williams
- OPR 2026-0673 (Interior Wall Patching – PSAP) – Dave Steele
- OPR 2026-0674 (Carpet removal/replacement – PSAP) – Dave Steele

CONSIDERATION OF AMENDMENTS, ADDITIONS, AND DEFERRAL REQUESTS
Proposed Items
There were no considerations of amendments, additions, or deferrals of proposed items.

Pending Items
There were no considerations of amendments, additions, or deferrals of pending items.

Final Items
OPR 2026-0673 (Interior Wall Patching – PSAP) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Dillon)
Motion by Council Member Klitzke, seconded by Council Member Telis **to defer indefinitely** OPR 2026-0673 (Interior Wall Patching – PSAP); **carried 7-0.**

OPR 2026-0674 (Carpet removal/replacement – PSAP) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Dillon)
Motion by Council Member Klitzke, seconded by Council Member Dillon, **to suspend** Council rules to add OPR 2026-0674 (Carpet removal/replacement – PSAP) to July 29, 2026, Agenda; **carried 6-1 (Council Member Cathcart voting "No").**

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to adopt** the Wilkerson Proposed Amendment to OPR 2026-0674 (filling in name of contractor and dollar amount, filed on June 28, 2026); **carried 7-0.**

ORD C36877 (Council Sponsors: Council Members Dillon, Klitzke, and Dixit)
Motion by Council Member Dillon, seconded by Council Member Klitzke, **to suspend** Council rules to consider the Dillon Wilkerson Proposed Amendment to ORD C36877; **carried 6-1 (Council Member Cathcart voting "No").**

Motion by Council Member Dillon, seconded by Council Member Kltizke, **to adopt** the Dillon Wilkerson Proposed Amendment to ORD C36877 (Cooling Ordinance) filed July 27, 2026; **carried 7-0**

Motion by Council Member Cathcart, seconded by Council President Wilkerson **to defer** ORD C36877 (Cooling Ordinance) for final action to September 2, 2026; **failed 5-2 (Council President Wilkerson and Council Member Cathcart voting "Aye").**

Motion by Council Member Zappone, seconded by Council Member Dillon **to keep** ORD C36877 (Cooling Ordinance) on its current timeline; **carried 6-1 (Council Member Cathcart voting "No").**

Action to Approve Agenda
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Telis, seconded by Council Member Dillon, **to approve** the July 29, 2026, Council Legislative Agenda, as modified; **carried 7-0.**

ADJOURNMENT
Motion by Council Member Dixit, seconded by Council Member Telis, **to adjourn** (at 12:00 p.m.); **carried 7-0.** The next Regular Legislative Session took place on July 29, 2026.

Minutes prepared by City Clerk Giacobbe Byrd and submitted for publication in the August 12, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on August 19, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

MINUTES OF SPOKANE CITY COUNCIL

Wednesday, July 29, 2026

LEGISLATIVE SESSION

The Legislative Session of the Spokane City Council held on the above date was called to order at 6:02 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda packet.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

There was no **Poetry at the Podium.**

There were no **Words of Inspiration** or **Special Introductions.**

Roll Call
On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke (appearing virtually), Telis, and Zappone (appearing virtually) were present. Council Member Klitzke left the meeting briefly at 7:16 p.m. and returned at 7:17 p.m.

Legislative Assistant Ginny Ramos; City Council Policy Advisor Chris Wright; and City Clerk Giacobbe Byrd were also present for the meeting.

There were no **Proclamations or Salutations.**

There were no **Reports from Community Organizations.**

EXPRESS TESTIMONY

The Council received public comment in the Express Testimony portion of the meeting.

FINAL HEARINGS

Hearing on Ordinance C36887 (passed as amended on 6-22-2026) imposing an immediate one-year citywide moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, setting a public hearing; and declaring an emergency. (Council Sponsors: Council Members Dixit, Telis, and Dillon) (Continued from 7-22-26 Agenda)

After opening the hearing, receiving a staff report from the Mayor's Policy Advisor Adam McDaniel, and receiving public comment, the following action was taken:

> **Motion** by Council Member Dillon, seconded by Council Member Telis, **to close** the hearing; **carried 7-0.**

Note: Prior to the vote, Council Members asked follow-up questions to Mr. McDaniel. Council Member Dillon left the meeting at 6:50 p.m. and returned at 6:52 p.m. during the follow-up question and answer period.

PROPOSED LEGISLATIVE ITEMS

RESOLUTIONS

The City Clerk read the following proposed resolutions by title and further action was deferred:

RES 2026-0056 approving a Development Agreement for five parcels in the Balboa/South Indian Trail neighborhood owned by Excelsior Wellness, located on W Indian Trail Road. This resolution approves the Development Agreement required by Ordinance C36613 as a condition of approval for Comprehensive Plan Amendment File Z23-479COMP. (Council Sponsors: Council Members Klitzke and Zappone)

RES 2026-0057 approving the appointment of Megan Duvall as the Director of the Arts, Culture, and Historic Preservation Department for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

RES 2026-0058 adopting a "Council Operations Guide" pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)

RES 2026-0059 directing transfer of City Council funds to finance council operations in 2026. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

ORDINANCES
The City Clerk read the following proposed ordinances by title and further action was deferred:

ORD C36914 relating to adopted ordinance C36613, concerning a required Development Agreement for the Comprehensive Plan Amendment File Z23-479COMP, extending the deadline for approval of the Development Agreement by two years and instructing staff to include the land use designations called for in that ordinance in the draft future land use map under development for the periodic comprehensive plan update due later this year. (Council Sponsors: Council Member Klitzke and Zappone)

ORD C36915 to extend the duration of interim zoning ordinance C36742 concerning childcare centers; setting a public hearing (for August 26, 2026); and reiterating a work program. (Council Sponsors: Council Members Dillon and Klitzke)

ORD C36916 to adopt an overlay zone for property located approximately at 3929 W. Grandview Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property (Beard Addition). (Council Sponsors: Council President Wilkerson and Council Member Dillon)

PENDING LEGISLATIVE ITEMS

After an opportunity for public comment on pending legislative items, with none provided, further action was deferred.

FINAL LEGISLTATIVE ITEMS

BOARDS AND COMMISSIONS APPOINTMENTS
Park Board (CPR 1981-0402)
After an opportunity for public comment, with none provided, **upon 7-0 Voice Vote,** the City Council **approved** (and thereby confirmed) the appointments of Dean Davis and Gregory Gordon to the Park Board for terms of July 22, 2026, through July 21, 2031.

REPORTS, CONTRACTS, AND CLAIMS

After an opportunity for public comment, with none provided, Council Member Cathcart requested that OPR 2026-0649 be taken separately.

Upon 6-1 Voice Vote (Council Member Cathcart voting "No") the City Council **approved** the following item (taken separately):

OPR 2026-0649 Contract Amendment with Summit Law Group (Seattle, WA) re Bacon, et. al., v. City of Spokane, et. al. - increase of $200,000. Total Contract Amount: $885,000. (Council Sponsor: Council Member Dillon)

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Public Safety and Community Health Committee (PSCHC) (Final)

OPR 2026-0621 Mid-year grant award from the Administrative Office of the Courts beginning 7/1/26 - pretrial pass-through funding in the amount of $7,000 to be utilized for National Association of Pretrial Services Agencies (NAPSA) memberships/certifications, NAPSA conference and related expenses. (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart)

OPR 2026-0622 Mid-year grant award from the Administrative Office of the Courts beginning 7/1/26 - post conviction pass through funding in the amount of $11,475 to be utilized for American Probation and Parole Association (APPA) certification program. (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart)

OPR 2021-0385 Contract Renewal 3 of 3 with ABM Industry Groups, LLC (Spokane, WA) for janitorial services for Spokane Police Department properties from June 1, 2026, through May 31, 2027-$94,816.20 (plus tax). (Council Sponsors: Council Members Telis and Cathcart)

OPR 2026-0630 Contract with Russ Bassett for the purchase of Russ Bassett Flex Consoles dispatch furniture for SUN 911 - $605,138.05. (Council Sponsors: Council President Wilkerson and Council Member Telis)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)

OPR 2023-0895 Value Blanket renewal 3 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from 9/15/26-9/14/27 and a total cost not to exceed $75,000.00, plus tax. (Various Neighborhood Councils) (RFQ 5950-23) (Council Sponsor: Council Member Klitzke)

OPR 2022-0618 Value Blanket renewal 4 of 4 with Valmont Industries Inc. (Omaha, NE) for the purchase of traffic signal standards from 10/4/2026-10/3/2027 at a cost not to exceed $654,000. (ITB 5680-22) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

OPR 2026-0648 Five-year value blanket order with Olympic Foundry, Inc. (Seattle, WA) for the purchase of waterworks access frames and covers on an as-needed basis -

$375,000. (RFP 6556-26) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

OPR 2010-0525 Contract Amendment with Van Ness Feldman, LLP, Seattle, Washington, requesting an additional $25,000. Contract is from 2010 until terminated, total cost including this amendment is $177,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

OPR 2023-1067 Contract Amendment for the Geotechnical Engineering On-Call Contract (Non-Federal) with Budinger & Associates, Inc. (Spokane, WA) to increase the budget for an additional $250,000. (Various Neighborhood Councils). (ENG 2023115) (Council Sponsor: Council Member Klitzke)

OPR 2026-0651 Contract with the Washington Department of Commerce (26-96330-016) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $289,000. (Relates to Special Budget Ordinance C36907) (Council Sponsor: Council Member Klitzke)

OPR 2023-0896 Contract renewal 3 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from 9/1/26-8/31/27 and a total cost not to exceed $150,000.00, plus tax. (PW ITB 5918-23) (Council Sponsor: Council Member Klitzke)

OPR 2026-0652 Contract with Black and Veatch Corporation (Overland Park, KS) to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement - $300,000. (RFQ 6539-26) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone)

OPR 2026-0650 Low Bid of Liberty Concrete, LLC for Fish Lake Trail Phase 1 - $1,842,636. An administrative reserve of 10% of the contract amount will be set aside. (West Hills Neighborhoods). (ENG 2023106) (Council Sponsor: Council Members Klitzke)

Urban Experience Committee (UE) (Final)

OPR 2026-0653 Mid-year grant award from the Administrative Office of the Courts for Municipal Court to support Therapeutic Courts in the amount of $559,239.08 for July 1, 2026, through June 30, 2027. The award includes funding for salary/benefits (including adding an additional Community Justice Counselor position), staff equipment, training and travel, treatment services, and recovery supports. (Relates to Special Budget Ordinance C36910) (Council Sponsor: Council Member Zappone)

OPR 2026-0657 Five-year (5) value blanket order with Ferguson Waterworks (Spokane Valley, WA) for the as-needed purchase of the replacement of the Pentair Water ChlorPlus Protect 10 PFOA/PFOS Cartridge - $175,000. (Council Sponsors: Council Members Klitzke and Zappone)

OPR 2026-0286 No-cost Contract Extension with C. Watts Trucking, LLC. for demolition and asbestos abatement at 101 and 105 N. Madelia, Spokane - $326,130. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Finance and Administration Committee (F&A) (Final)

OPR 2024-0674 Contract with Camco Construction, Inc. (Spokane) for carpet removal and replacement at Combined Communication Building from 8/17/2026 to 10/15/2026 - total cost $87,440.20 (plus applicable sales tax). An administrative reserve of $8,744.02 will be set aside. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Dillon) (As added and amended on 7-28-26)

Report of the Mayor of Pending:

Claims and payments of previously approved obligations, including those of Parks and Library, through July 17, 2026, total $9,077,826.80 (Check Nos.: 620749-620902; Credit Card Nos.: 003323-003355; ACH Nos.: 154493-154755), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $8,477,420.76. (CPR 2026-0002)

Claims and payments of previously approved obligations, including those of Parks and Library, through July 24, 2026, total $15,147,227.62 (Check Nos.: 620903-621090; Credit Card Nos.: 003356-00386; ACH Nos.: 154756-155009) , with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $14,506,827.18. (CPR 2026-0002)

Payroll claims of previously approved obligations through July 18, 2026: $10,278,767.12 (Check Nos.: 581109-581288). (CPR 2026-0003)

Minutes:

- Agenda Review Meeting Minutes – July 14, 2026 (CPR 2026-0013)
- Legislative Meeting Minutes – July 15, 2026 (CPR 2026-0013)
- Agenda Review Meeting Minutes – July 21, 2026 (CPR 2026-0013)
- Legislative Meeting Minutes – July 22, 2026 (CPR 2026-0013)
- PIES Minutes – July 14, 2026 (CPR 2026-0019)
- Urban Experience Minutes – July 21, 2026 (CPR 2026-0017)
- Study Session Minutes – July 23, 2026 (CPR 2026-0013)

EMERGENCY ORDINANCES
There were no final emergency ordinances.

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36906 (Council Sponsors: Council Members Telis and Cathcart)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36906** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept grant funding from the Administrative Office of the Courts to support the Community Justice Services Department for pre-trial and post-conviction services, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36907 (Relates to OPR 2026-0651) (Council Sponsors: Council Members Zappone and Dixit)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36907** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept grant funding awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP) ($289,000), and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36908 (Council Sponsors: Council Members Telis and Cathcart)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36908** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to authorize the addition of three positions and increase the budget for debt service payments, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone

Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36909 (Council Sponsors: Council Members Telis and Cathcart)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36909** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept grant funding from the Idaho Office of Emergency Management to provide hazmat response services and training to the State of Idaho, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36910 (Council Sponsors: Council Members Zappone and Dixit)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36910** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept an Administrative Office of the Courts grant to support therapeutic courts for state fiscal year 2027, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36911 (Council Sponsors: Council Members Telis and Cathcart)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36911** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to

accept a Department of Justice grant to purchase two evidence freezers for the Spokane Police Department, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36912 (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36912** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to add one Geographic Information Systems (GIS) Analyst I and one Wastewater Inspector to the Water – Wastewater Fund, and one Waste to Energy (WTE) Power Plant Operator and one WTE Utility Operator to the Solid Waste Fund, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

RESOLUTIONS
There were no final resolutions.

ORDINANCES
Ordinance C36903 (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After an opportunity for public comment, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Ordinance C36903** adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Ordinance C36902 (As amended on July 21, 2026) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
After an opportunity for public comment, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **passed Ordinance C36902,** as amended, to adopt an overlay zone for property located at 4900 Valley Springs Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

Ordinance C36877 (As amended on July 28 and title only as amended on July 29, 2026) (Council Sponsors: Council Members Dillon, Klitzke, and Dixit)
After public comment, the following action was taken:

> **Motion** by Council Member Telis, seconded by Council Member Dillon, **to suspend** Council rules to consider a technical amendment to the title of ORD C36877 (Cooling Ordinance); **carried 6-1 (Council Member Cathcart voting "No").**
>
> **Motion** by Council Member Dillon, seconded by Council Member Klitzke, **to adopt** an oral amendment to the tile of the Ordinance, changing the title of ORD C36877 to "An Ordinance creating a right for cooling for residential tenants; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code."; **carried 6-1 (Council Member Cathcart voting "No").**

After Council commentary, the following action was taken:

> **Upon 5-2 Roll Call Vote,** the City Council **passed Ordinance C36877,** as amended, creating a right for cooling for residential tenants; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.
>
> **Ayes:** Dillon, Dixit, Klitzke, Telis, and Zappone
> **Nos:** Cathcart and Wilkerson
> **Abstain:** None
> **Absent:** None

Pursuant to Council Rule 2.2 A, the City Clerk left the meeting at 8:10 p.m.

OPEN FORUM

The Council received public comment in the Open Forum portion of the meeting.

ADJOURNMENT

Motion by Council Member Dillon, seconded by Council Member Cathcart, **to adjourn**; **carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 8:23 p.m.

Minutes prepared by City Clerk Giacobbe R. Byrd and submitted for publication in the August 12, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on August 19, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

Special Meeting Minutes

Spokane City Council Study Session

City Hall, Council Chambers

808 W Spokane Falls Blvd.

July 30, 2026

Call to order:

1:04 p.m.

Meeting recording can be viewed online at:
https://vimeo.com/1214399838?fl=pl&fe=sh

Meeting attendance:
Council Members present were: Council President Betsy Wilkerson, Council Member Sarah Dixit, Council Member Kate Telis, Council Member Paul Dillon, Council Member Michael Cathcart (arrived 1:42), Council Member Zack Zappone.

Meeting agenda:

1. Financial Outlook and Forecasts – Matt Boston, Jessica Stratton, Stephen Williams, Jake Miller

Executive session:

None.

Adjournment:

The meeting adjourned at 1:54 p.m.

Minutes prepared and submitted for publication in the XXXX, XX, 2026, issue of the Official Gazette.

Jackson Deese

Senior Legislative Assistant

Approved by City Council on XXXX, XX, 2026.

_____

Betsy Wilkerson

City Council President

Attest:

_____

Giacobbe R Byrd

City Clerk

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/22/2026
		Clerk's File #	ORD C36913
		Cross Ref #	
Council Meeting Date: 08/19/2026		**Project #**	
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 8894	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE FOR PSAP – JULY 2026		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS FOR PUBLIC SAFETY ANSWERING POINT JOB CLASSIFICATIONS, AND DECLARING AN EMERGENCY.

Summary (Background)

it is necessary to make changes in the appropriations of the Spokane United 911 Fund to accommodate positions in the new Spokane United 911 (SUN) Department. The City's Human Resources department conducted an internal and external salary analysis of the job classifications below due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

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?

These specific range adjustments are for new positions to stand-up the Spokane United 911 (SUN) Department. Failure to approve would put in jeopardy the timely staffing of the SUN Department

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 aligns with our City policy and procedures to review positions, conduct compensation studies, and to fairly and equitably compensate employees maintaining market competitiveness.

Council Subcommittee Review

None

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Reserves

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	CWRIGHT	MANAGEMENT &	
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List

Council Briefing Paper
Finance & Administration Committee

Committee Date	July 28, 2026
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	Allison Adam, 509-953-8894
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	☒Discussion Time Requested: 10 min
Agenda Item Name	Special Budget Ordinance – HR Range Change for PSAP – July 2026
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
Local 270-L	277	Emergency Communications Call Taker I	---		---	
Local 270-L	288	Emergency Communications Call Taker II	---		---	
Local 270-C	019	Report Specialist	---		---	

Fiscal Impact

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

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc.?

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  These specific range adjustments are for new positions to stand-up the Spokane United 911 (SUN) Department. Failure to approve would put in jeopardy the timely staffing of the SUN Department.

- 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 aligns with our City policy and procedures to review positions, conduct compensation studies, and to fairly and equitably compensate employees maintaining market competitiveness.

What current racial and other inequities might this special budget ordinance address?

Ensure compensation equity

ORDINANCE NO. C36913

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS FOR PUBLIC SAFETY ANSWERING POINT JOB CLASSIFICATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Fund listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270-C	019	Report Specialist	---	A04-27	---	$46,729.44 - $72,954.72

2) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270-L	277	Emergency Communications Call Taker I	---	A05-27	---	$46,729.44 - $72,954.72

3) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270-L	288	Emergency Communications Call Taker II	---	A05-30	---	$49,047.12 - $77,005.44

4) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270-C	276	Emergency Communications Training & Quality Specialist	---	A04-50	---	$68,256.72 - $112,188.24

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/22/2026
Clerk's File #	ORD C36917
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	STEPHEN X6990
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PSAP POSITIONS

Agenda Wording

Amending Ordinance No. C36794, Entitled in Part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize Emergency Communications Call Taker and Report Specialist positions to support The Spokane United 911 Network, and declaring an Emergency.

Summary (Background)

This ordinance establishes the staffing and appropriation necessary to support implementation of the Spokane United 911 Network, the City's Public Safety Answering Point (PSAP) system, which is scheduled to begin operations on January 1, 2027. The ordinance authorizes Call Taker and Report Specialist positions to support the PSAP department. This SBO is necessary to allow sufficient time for recruitment, hiring, and specialized training prior to the system's launch. The Report Specialists will be subject to oversight from the Police department because they need to be filled through the department's established background investigation process appropriate for employees with access to sensitive law enforcement information. The appropriation for operating supplies will allow the PSAP department to make necessary purchases that can't be purchased with the $6 million SIP loan issued earlier in 2026.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

Data may be collected as part of general PSAP operations, but there will not be data collection pertaining to these positions and the debt payment.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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 SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 625,000
Current Year Cost	$ 625,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 475,000	# 1510-37400-28200-5xxxx-99999
Expense	$ 150,000	# 1510-37400-28200-53201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes, the taxes apportioned from Spokane County will support these positions. This revenue is already budgeted in 2026.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mboston@spokanecity.org	scwilliams@spokanecity.org
myates@spokanecity.org	khaack@spokanecity.org

ORDINANCE NO. C36917

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE EMERGENCY COMMUNICATIONS CALL TAKER AND REPORT SPECIALIST POSITIONS TO SUPPORT THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

Section 1. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add 10 classified Emergency Communications Call Taker I positions (from 0 to 10).
2) Add 4 classified Emergency Communications Call Taker II positions (from 0 to 4).
3) Add 6 classified Report Specialist positions (from 0 to 6).

1) Increase appropriation by $625,000.
A) Of the increased appropriation, $475,000 is provided solely for wages and benefits.
B) Of the increased appropriation, $150,000 is provided solely for operating supplies.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize Emergency Communications Call Taker and Report Specialist positions to support the Spokane United 911 Network, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 08/19/2026

Date Rec'd	7/6/2026		
Clerk's File #	RES 2026-0053		
Cross Ref #	RES 2025-0115		
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	GENERAL FACILITIES CHARGE PUBLIC RULE UPDATE TO WATER/WASTEWATER		

Agenda Wording

Resolution for Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing.

Summary (Background)

For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage. This resolution updates Public Rule 5200-23-01 to provide more clarity for Water and Wastewater General Facilities Charges (GFCS) - Incentives, Waivers & Offsets, specifically around implementation. This update to the public rule incentive modifies eligibility requirements to better align with federal and state affordable housing requirements; it also clarifies GFC incentive limits.

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

n/a

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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tax&licenses@spokanecity.org	eraea@spokanecity.org
kpicanco@spokanecity.org	

Spokane City Clerk No. RES 2026-0053

RESOLUTION REGARDING
PUBLIC RULE FOR GENERAL FACITLIY CHARGES

A resolution regarding amendment of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Charges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be deferred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023, and amended October 6, 2025, is in need of update to provide removal of conflicting terms, and clarify terms regarding implementation of the Public Rule for GFC incentives and offsets, consistent with state law; and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE

REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment “A”.

ADOPTED by City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT “A”

CITY OF SPOKANE PUBLIC WORKS DIVISION/ DEVELOPMENT SERVICES PUBLIC RULE	RULE 5200-25-01 LGL 2023-0029 RES 2026-XXXX (Replaces RES 2025-0115)
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: October 6, 2025; January 1, 2026; July 28, 2026	

1.0 GENERAL

1.1 The City of Spokane Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers, and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred ("Permissive Waiver") so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

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8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department, Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

4.1 “Conversion” means the period in time when the property(ies) no longer meet the requirements qualifying it/them for GFC incentives, i.e., the property(ies) are no longer serving as affordable housing.

4.2 “Deferral” means that payment of GFC charges is delayed until the end of the duration outlined by the funding source that qualifies a project for deferral (e.g., 20-year MFTE). Deferred GFC charges may be permanently deferred as outlined in Section 6.2.1-6.2.3.

4.3 “GFC Charges” means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the City and/or the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024, after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

4.4 “Offset” means the amount of GFC charges that are paid by an external, non-utility funding source.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.

5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

5.4 In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a ((~~50~~))40-year covenant to retain specific affordability requirements.

6.0 PROCEDURES

6.1 "Permissive Waiver" of some GFC Charges; Conditions of Waiver

6.1.1 A "Permissive Waiver" allows for a waiver of some GFC charges without a specific non-utility funding source in return for a ((~~50~~))40-year covenant to limit sales or leases to low-income households and other requirements.

6.1.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.

6.1.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.

6.1.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.

6.1.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.1.2 and 6.1.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will

be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.1.4.

6.1.6 Any covenant satisfying the requirements of the above Sections 6.1.2 and 6.1.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.1.2 and 6.1.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

3. Maintenance and habitability. The owner shall maintain all residential rental units and all tenant-serving facilities in a state of good repair and in continuous compliance with SMC 17F.070.400.

6.1.7 All Covenants required under 6.1 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.1.8 GFCs for fire service are not eligible for the permissive waiver.

6.2 GFC Incentives.

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by an identified alternative non-utility revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.2.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.2.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.

6.2.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.2.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.2.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.2.6 For projects to build owner-occupied property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.1 or 6.2 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.1 for the duration specified shall immediately pay all deferred GFC Charges to the City at the current rates (e.g., a project that qualifies for deferral in 2025 fails to maintain eligibility in 2030, GFCs are due at the 2030 rates).

6.4 Maximum Limit of Deferral or Offset under Section 6.((~~1~~))2.

6.4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand ($40,000) per project

6.4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars ($20,000) per project.

6.4.3 There is no maximum limit for permissively waived water or sewer GFC charges.

6.5 Funding.

6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded. Incentives cannot stack, and the maximum amount of deferral is limited to the amounts outlined in section 6.2.

6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.

6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.

6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the ((~~Planning and Economic Development Department~~)) Developer Services Center shall administer this Public Rule.

APPROVED BY:

City Administrator _____ Date

Public Works Director _____ Date

City Attorney _____ Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/8/2026		
Clerk's File #	RES 2026-0054		
Cross Ref #			
Project #			
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 KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION APPROVING AIRPORT ACQUISITION OF W 53RD AVE		

Agenda Wording

Joint City / County Resolution Approving Airport Acquisition of W 53rd Avenue Property in Spokane County.

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 14011.1316, residential property located generally at 10909 W. 53rd Avenue, in Spokane County. 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; purchase of property by Spokane Airport.

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; purchase of property by Spokane Airport.

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

Not applicable; purchase of property by Spokane Airport.

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

Resolution and purchase are consistent with airport authority under Chapter 14.08 RCW and that agreement between Spokane County ("County")and the City of Spokane ("City") dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on June 18, 2026.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List

rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0054
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 14011.1316	)	

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 June 18, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 14011.1316, residential property located generally at 10909 W. 53rd Avenue, in Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of April 29, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. 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 PSA;

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

_____
Giacobbe Byrd, 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

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF APRIL 29, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND GERALDINE AND BRIAN OLMSTEAD

EXHIBIT B

PROPERTY TRANSFER AGREEMENT,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND GERALDINE AND BRIAN OLMSTEAD

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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 GERALDINE K. OLMSTEAD, who acquired title as Geraldine IW Kern, an unmarried person ("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 10909 W. 53rd 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 Three Thousand Five Hundred Dollars ($3,500.00) 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.

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3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Three Hundred Fifty Thousand Dollars ($350,000.00). 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. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current 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.

4.3 Entry on Property. Up to and through the Closing Date, 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

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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.

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 (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 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 ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in

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which to give notice of its acceptance of or objection to additional title exceptions. 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 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. If Buyer does not provide written acceptance of an exception 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

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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 Buyer has timely delivered the Approval Notice;

5.6 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;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 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;

5.9 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; and

5.10 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

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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. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, 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

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adjusted based on the actual figures as soon as feasible. 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.

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(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 following 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 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.

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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.

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

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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 is the most knowledgeable person 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.

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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 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, 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.

9.3 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.

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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: GO 04/29/26 Buyer's Initials: _____

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12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (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 Jeff Nelson of Windermere ("**Seller's Agent**") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Agent at Closing. Buyer has not utilized the services of a broker. Except for Seller's Agent 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

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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:	Geraldine K. Olmstead 10909 W. 53rd Avenue Spokane, WA 99224 Email:_____
with a copy to:	_____ Attn: _____ _____ _____ Email:_____
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.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

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.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

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]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

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

By: _____
Name: David Haring
Its: Chief Executive Officer

Date: 6/18/26

SELLER:

AuthentiSIGN
Geraldine Olmstead

GERALDINE K. OLMSTEAD

Date: 04/29/26

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

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 _____, 2026. 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:_____

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

EXHIBIT A
LEGAL DESCRIPTION

NORTH HALF OF TRACTS 18 AND 19 OF GARDEN HOME ADDITION TO HAYFORD AS PER RECORDED IN VOLUME "E" OF PLATS, PAGE 76;

SITUATE IN SPOKANE COUNTY, WASHINGTON.

APN: 14011.1316

Address: 10909 W. 53rd Avenue, Spokane, Spokane County, Washington 99224

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

EXHIBIT B
STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Spokane Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

Abbreviated Legal Description:	GARDEN HOME HAYFORD N1/2 B18-19, SPOKANE COUNTY
Assessor's Parcel Number:	14011.1316

STATUTORY WARRANTY DEED

The Grantor, GERALDINE K. OLMSTEAD, who acquired title as Geraldine IW Kern, an unmarried person, 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]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

DATED this ___ day of _____, 202____.

Exhibit – Do Not Execute
GERALDINE K. OLMSTEAD

STATE OF _____)

COUNTY OF _____)

On _____, 20____ before me, _____, personally appeared GERALDINE K. OLMSTEAD, 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]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

Exhibit A
To Statutory Warranty Deed
Legal Description

NORTH HALF OF TRACTS 18 AND 19 OF GARDEN HOME ADDITION TO HAYFORD AS PER RECORDED IN VOLUME "E" OF PLATS, PAGE 76;

SITUATE IN SPOKANE COUNTY, WASHINGTON.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

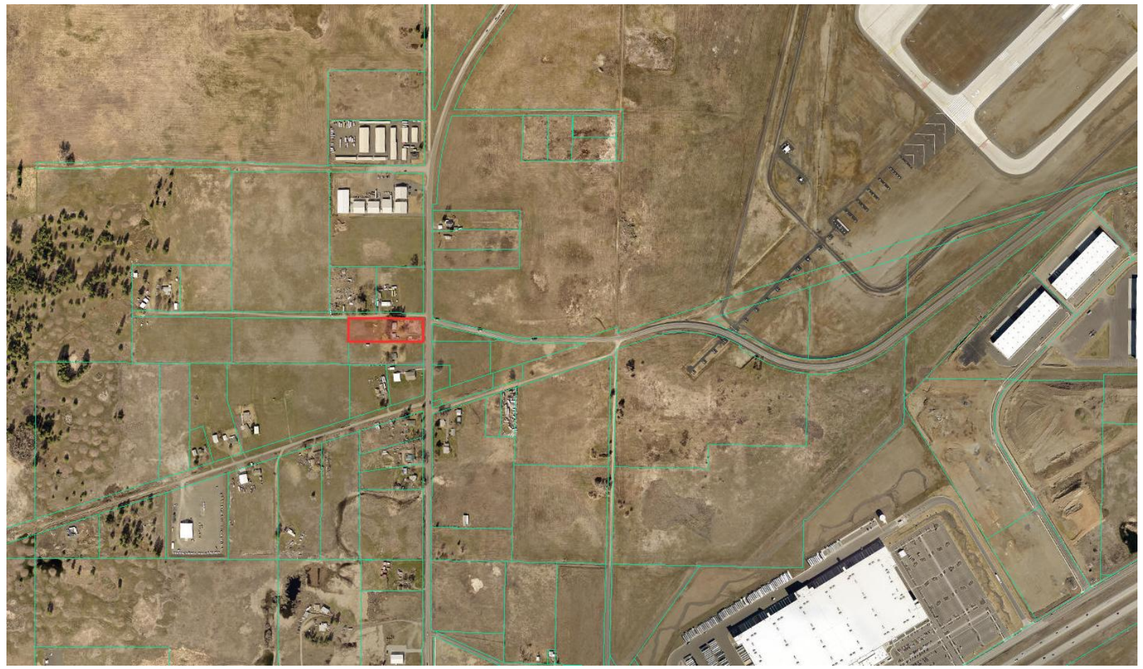
[To be inserted prior to closing]



Spokane Airport Board Proposed Property Acquisitions

Spokane
International Airport

Kern Property



- Located at 10909 W. 53rd Avenue, Spokane, WA 99224, in unincorporated Spokane County
- Spokane County Tax Parcel, 14011.1316
- Parcel: 1.81 acres
- Fair Market Value determined by MAI Appraisal: $350,000 ($4.44 per square foot)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoning: Light Industrial, but currently used as residential
    - Situated on the property is a 1,102 SF home with two bedrooms and a one-bathroom single-family residence constructed in 1952 over a full basement, with a detached one-car garage. The parcel has gravel access and utilizes a well and septic system
    - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV $350,000 *($4.44 PSF)*

Valbridge PROPERTY ADVISORS

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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 value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 1, 2026
Value Conclusion	**$350,000**

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Kern Property 10909 W 53rd Ave Unincorporated Spokane County, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 3, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	May 13, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.073

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	April 1, 2026	$350,000	Reasonable

Tobler Property



- Location: 5007 S. Hayford Road, Spokane, WA 99224, in the City of Spokane
- Spokane County Assessor Tax Parcel 24062.0125
- Parcel: 1.9 acres
- Fair Market Value as determined by MAI appraisal: $383,500 ($4.63 PSF)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoned Light Industrial - Currently used as residential
  - Situated on the property is a 1,938 SF (above grade) four-bedroom, two-bathroom single-family residence constructed in 1909, together with a detached garage and a storage shed on a 1.90-acre parcel. The parcel has paved access and uses a well and septic system.
  - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear title
- Phase I Environmental Assessment result – no concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.9 acres/82,764 SF

FMV: $383,500 *($4.63 PSF)*

Valbridge PROPERTY ADVISORS

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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 value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	March 18, 2026
Value Conclusion	**$383,500**

Compiled by VPA

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope,
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Tobler Property 5007 S Hayford Rd Spokane, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 7, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	April 27, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.071

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	March 18, 2026	$383,500	Reasonable

Questions?

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/8/2026		
Clerk's File #	RES 2026-0055		
Cross Ref #			
Project #			
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 KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION APPROVING AIRPORT ACQUISITION S HAYFORD RD		

Agenda Wording

Joint City/County Resolution Approving Acquisition of residential property at 5007 S. Hayford Road by the Spokane Airport

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24062.0125, residential property located generally at 5007 S. Hayford Road, 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; purchase of property by Spokane Airport

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; purchase of property by Spokane Airport

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

Not applicable; purchase of property by Spokane Airport

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

Resolution and purchase are consistent with airport authority under Chapter 14.08 RCW and that agreement between Spokane County ("County")and the City of Spokane ("City") dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on June 18, 2026.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0055
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24062.0125	)	

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 June 18, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24062.0125, residential property located generally at 5007 S. Hayford Road, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of _____, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. 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 PSA;

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

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND SHERRIE A. MILLICAN AND NOLAN P. TOBLER IN THEIR CAPACITY AS THE PERSONAL REPRESENTATIVES OF THE ESTATE OF ANNA B. TOBLER

EXHIBIT B

PROPERTY TRANSFER AGREEMENT,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND SHERRIE A. MILLICAN AND NOLAN P. TOBLER IN THEIR CAPACITY AS THE PERSONAL REPRESENTATIVES OF THE ESTATE OF ANNA B. TOBLER

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 SHERRIE A. MILLICAN and NOLAN P. TOBLER, in their capacity as the Personal Representatives of the ESTATES OF LAUREL L. TOBLER AND ANNA B. TOBLER ("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 5007 S. Hayford Road, 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 Three Thousand Eight Hundred Thirty Five Dollars ($3,835.00) 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 Three Hundred Eighty Three Thousand Five Hundred Dollars ($383,500.00). 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. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current 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.

4.3 Entry on Property. Up to and through the Closing Date, 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.

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 (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 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 ten (10) 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. 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 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. If Buyer does not provide written acceptance of an exception 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 Personal Representative's Deed ("Deed") LPB 74-16 (r) rev. 03.2026. 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 Buyer has timely delivered the Approval Notice;

5.6 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;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 11, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances (as defined in Section 7.10, below) on the Property that occurred after the expiration of the Investigation Period; and

5.10 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 13 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 (including any survey costs) 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. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, 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. 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.

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

7. Representations and Warranties of Seller. Buyer acknowledges that Seller is a court-appointed Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler (the "Estate") and can make no representations or warranties whatsoever, express or implied, regarding the Property because Seller has insufficient information to make such representations or warranties. Buyer acknowledges that Seller's disclaimer of warranties and representations in this Agreement was bargained for and that the price which Buyer is paying for the Property reflects the lack of warranties and representations by Seller. Buyer further acknowledges that Seller makes no representation or warranty regarding the truth of studies the Buyer believed to be necessary to determine the condition of the Property and the suitability of the Property for the Buyer's purposes.

However, subject to the disclaimer above, and in addition to the representations and warranties contained in other sections of this Agreement, Seller, in Seller's capacity as Personal Representative which commenced on February 27, 2026, makes the following limited warranties and representations to Buyer as set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects from February 27, 2026 to the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months (the "Survival Period"). For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual knowledge of Seller as Personal Representative without any obligation to inquire.

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 his or her, as applicable, 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 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.

7.9 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.

7.10 Environmental/Hazardous Substances. 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. However, Seller is aware that the Property is located in an area that has been known to be affected by forever chemicals that could have affected Seller's water well from the Fairchild Airforce Base contamination discovered around 2017 in the Airway Heights Area. Therefore, Seller makes no representation or warranty as to the existence of environmental and/or hazardous substances in connection with Seller's water well or any contamination of the Property from the existence of any and all forever chemicals such as, PFAS.

7.11 Insolvency. Seller is not insolvent.

7.12 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).

7.13 Brokers. Except as set forth in Section 14, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

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 resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement from February 27, 2026 to current and asserted by Buyer within the Survival Period. 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 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, 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.

9.3 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.

10. Buyer Acknowledgement.

10.1 Exemption from Seller Disclosure Statement. Buyer acknowledges that because this is a purchase from a decedent's estate, Seller is not required to furnish a Seller's disclosure statement under Ch. 64.06 RCW. Buyer understands that Seller has not completed and will not provide a Seller's disclosure statement to Buyer. Notwithstanding any other provisions of this Agreement or its addendums, all references to Form 17 or a Seller's Disclosure Statement required by Ch. 64.06 RCW, shall not apply to this transaction.

10.2 No Representation or Warranty as to Condition of Property. The Property (including all structures and improvements thereon) is sold without representation or warranty as to (a) the condition or habitability of the Property, (b) the presence or absence of asbestos, urea formaldehyde, or other hazardous or toxic substances on the Property, (c) whether or not the Property complies with applicable housing code provisions or governmental laws or regulations, (d) the location of the Property boundaries and the presence or absence of encroachments upon the Property or from the Property upon adjoining property, (e) whether the Property is served by a public water main, public sewer main or other utilities, and (f) any other matter relating to the Property.

10.3 Personal Property. Any personal property, debris, fixtures or other items remaining on the property when possession is transferred to Buyer shall thereupon become the property of the Buyer and may be retained or disposed of as Buyer determines.

11. 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.

12. 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: SM N.A.T Buyer's Initials: DSH

13. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

14. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. 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 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party 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.

15.2 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.

15.3 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 15.3, (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:	Estates of Laurel L. Tobler and Anna B. Tobler c/o Personal Representatives Sherrie A. Millican and Nolan P. Tobler P.O. Box 891 Medical Lake, Washington 99022 Email: sherriemillican55@gmail.com
with a copy to:	Gore & Grewe, PS Attn: Joshua P. Grewe 103 E. Indiana Avenue, Suite A Spokane, Washington 99207 Email: jpgrewe@goregrewe.com
If to Escrow Agent:	Spokane County Title Attn: Keith Newell 1010 North Normandie, Suite 100 Spokane, Washington 99201 Email: keith@spokanetitle.com

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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

By: _____
Name: David Haring
Its: Chief Executive Officer

Date: July 7, 2026

SELLER:

ESTATES OF LAUREL L. TOBLER AND ANNA B. TOBLER

_____
SHERRIE A. MILLICAN, Co-Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler, deceased

Date: 7/7/2026

_____
NOLAN P. TOBLER, Co-Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler, deceased

Date: 7/7/2026

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 _____, 2026. 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

TRACT 25 OF HAYFORD, IN THE COUNTY OF SPOKANE AND STATE OF WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK "E" OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY AUDITOR OF SAID COUNTY.

APN: 24062.0125

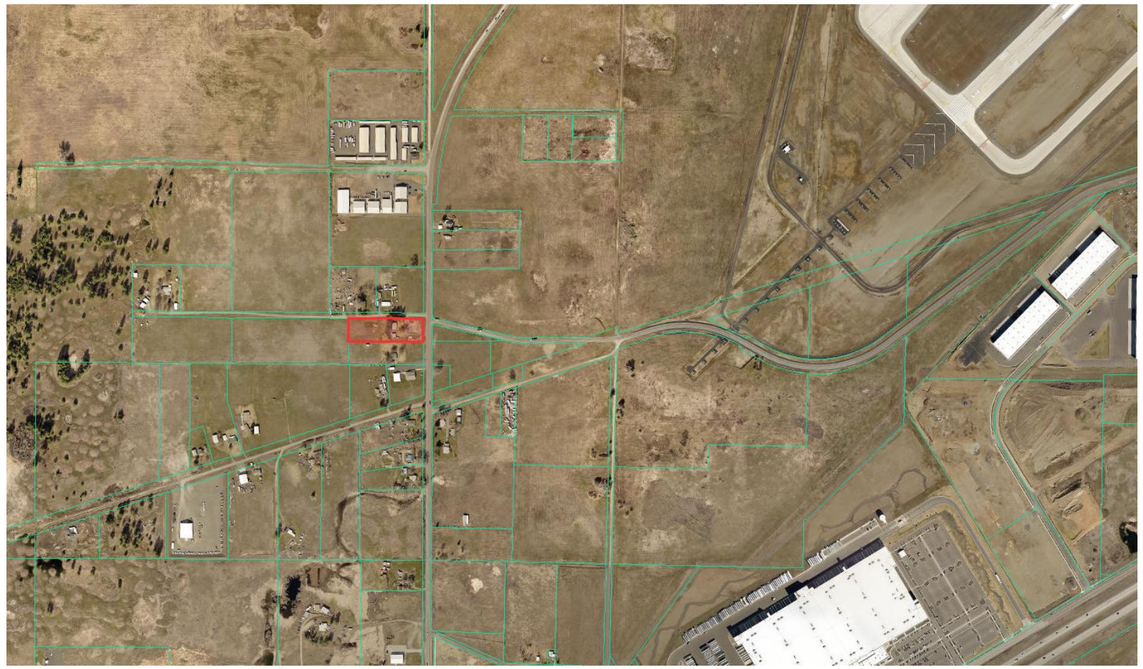
Address: 5007 S. Hayford Road, Spokane, Spokane County, Washington 99224



Spokane Airport Board Proposed Property Acquisitions

Spokane
International Airport

Kern Property



- Located at 10909 W. 53rd Avenue, Spokane, WA 99224, in unincorporated Spokane County
- Spokane County Tax Parcel, 14011.1316
- Parcel: 1.81 acres
- Fair Market Value determined by MAI Appraisal: $350,000 ($4.44 per square foot)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoning: Light Industrial, but currently used as residential
    - Situated on the property is a 1,102 SF home with two bedrooms and a one-bathroom single-family residence constructed in 1952 over a full basement, with a detached one-car garage. The parcel has gravel access and utilizes a well and septic system
    - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV $350,000 *($4.44 PSF)*

Valbridge PROPERTY ADVISORS

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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 value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 1, 2026
Value Conclusion	**$350,000**

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Kern Property 10909 W 53rd Ave Unincorporated Spokane County, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 3, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	May 13, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.073

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	April 1, 2026	$350,000	Reasonable

Tobler Property



- Location: 5007 S. Hayford Road, Spokane, WA 99224, in the City of Spokane
- Spokane County Assessor Tax Parcel 24062.0125
- Parcel: 1.9 acres
- Fair Market Value as determined by MAI appraisal: $383,500 ($4.63 PSF)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoned Light Industrial - Currently used as residential
  - Situated on the property is a 1,938 SF (above grade) four-bedroom, two-bathroom single-family residence constructed in 1909, together with a detached garage and a storage shed on a 1.90-acre parcel. The parcel has paved access and uses a well and septic system.
  - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear title
- Phase I Environmental Assessment result – no concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.9 acres/82,764 SF

FMV: $383,500 *($4.63 PSF)*

Valbridge PROPERTY ADVISORS

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. 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 value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	March 18, 2026
Value Conclusion	**$383,500**

Compiled by VPA

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope,
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Tobler Property 5007 S Hayford Rd Spokane, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 7, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	April 27, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.071

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	March 18, 2026	$383,500	Reasonable

Questions?

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	8/13/2026
Clerk's File #	RES 2026-0060
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 625-6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON KKLITZKE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION RATIFYING EMERGENCY EXECUTIVE ORDERS

Agenda Wording

A Resolution relating to the Mayor's Executive Order 2026-0004 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN RESPONSE TO THE OLD TRAILS FIRE" and dated August 1, 2026 and the Mayor's Executive Order 2026-0005, titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN REPONSE TO THE SPOKANE COMPLEX FIRES" and dated August 4, 2026.

Summary (Background)

Mayor Brown issued Executive Order 2026-0004 titled "Executive Order for Declaration of Emergency in Response to the Old Trails Fire" and dated August 1, 2026, and the Mayor's Executive Order 2026-0005, titled "Executive Order for Declaration of Emergency in Response to the Spokane Complex Fires," and dated August 4, 2026 (collectively hereafter the "Executive Orders"). Section 02.04.060 of the Spokane Municipal Code provides that declarations of civil emergencies issued by the mayor shall as soon as practicable be filed with the city clerk and presented to the city council for ratification and confirmation, modification or rejection. The Executive Orders were dutifully filed with the City Clerk on August 1, 2026 and August 4, 2026. This resolution ratifies the declaration, subject to (1) termination of declaration effective October 1, (2) specification of the process for approval of contracts to be performed during and after the emergency period, (3) regular reporting to the City Council on projected expenses and cost recovery, and (4) filing of all contracts.

What impacts would the proposal have on historically excluded communities?

Not applicable - ratification of emergency orders.

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 - ratification of emergency orders.

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

It is expected the administration will measure impacts as part of its efforts to seek state and federal relief for the Spokane Complex Fires.

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?

Consistent with the council ratification process set forth in SMC 02.04.060

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence N/A

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

Budget impacts unknown at this time, but expected to be quantified in the coming months.

Approvals		Additional Approvals	
Dept Head	CWRIGHT		
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	PICCOLO, MIKE		
For the Mayor	CWRIGHT		

Distribution List

amcdaniel@spokanecity.org	ascott@spokanecity.org
bwilkerson@spokanecity.org	jnechanicky@spokanecity.org
mpiccolo@spokanecity.org	

RESOLUTION NO. 2026-0060

A Resolution relating to the Mayor's Executive Order 2026-0004 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN RESPONSE TO THE OLD TRAILS FIRE" and dated August 1, 2026 and the Mayor's Executive Order 2026-0005, titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY IN REPONSE TO THE SPOKANE COMPLEX FIRES" and dated August 4, 2026.

WHEREAS, Mayor Brown issued Executive Order 2026-0004 titled "Executive Order for Declaration of Emergency in Response to the Old Trails Fire" and dated August 1, 2026, and the Mayor's Executive Order 2026-0005, titled "Executive Order for Declaration of Emergency in Response to the Spokane Complex Fires," and dated August 4, 2026 (collectively hereafter the "Executive Orders"); and

WHEREAS, the City of Spokane, along with state and local jurisdictions throughout Eastern Washington, continues to battle the Old Trails Fire, the Autumn Lane Fire, and the Fairview Fire (collectively the "Spokane Complex Fires"), which fires have destroyed more than 700 structures, displaced tens of thousands of families, and commanded the need for extraordinary coordination of resources; and

WHEREAS, pursuant to SMC 7.06.180, contracts above the minor contract threshold entered into pursuant to the Executive Orders must be presented to the Council for ratification through a resolution; and

WHEREAS, the Brown Administration has executed, and continues to execute, necessary procurements to immediately respond to the impacts of the Spokane Complex Fires , including efforts to protect, restore, and replace public property and infrastructure and offer emergency aid to evacuees; and

WHEREAS, the City of Spokane's emergency response to the Spokane Complex Fires involves numerous departments, including, but not limited to, fire suppression, law enforcement, public works, housing and human services, and building inspection, to provide emergency assistance related to the evacuation and relocation of residents, sheltering of vulnerable individuals, and traffic management; and

WHEREAS, the City of Spokane's emergency response efforts to the Spokane Complex Fires have extended to coordinating with multiple regional and state agencies; and

WHEREAS, the Mayor has advised the City Council that the City's emergency response will require some provider contracts lasting as long as three months; and

WHEREAS, the City Council wishes to assure the Mayor and other jurisdictions that it supports emergency procurements recommended to address the effects of the Spokane Complex Fires; and

WHEREAS, Section 02.04.060 of the Spokane Municipal Code provides:

> Declarations of civil emergencies issued by the mayor shall as soon as practicable be filed with the city clerk and presented to the city council for ratification and confirmation, modification or rejection. Orders which are rejected shall, after vote, be void. Emergency orders shall be considered in full force and effect until the city council shall act[,].

and

WHEREAS, the Executive Orders were dutifully filed with the City Clerk on August 1, 2026 and August 4, 2026, and are now under consideration by the City Council, which may ratify, confirm, modify or reject the Executive Orders to the extent it agrees with the exercise the emergency powers set forth under Section 02.04.030 of the Spokane Municipal Code; and

WHEREAS, due to the extensive and continuous emergency presented by the Spokane Complex Fires, and the possibility of additional fires adding to the size and complexity of the Spokane Complex Fires, the Executive Orders necessarily do not include a specified termination date; and

WHEREAS, the City Council wishes to assure that all contracts secured under the authority of the Executive Orders commit City funds and resources with the required City Council oversight; and; and

WHEREAS, in the interest of administrative efficiency and to avoid unnecessary delay in ratification of essential emergency contracts, the City Council wishes to adopt a single resolution for all related contracts in lieu of individual resolutions for each contract, provided that such emergency contracts comply with administrative policies, procedures and are presented to City Council in accordance with SMC 07.06.180;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council:

Section 1. Based on the active crisis stated in the Executive Orders, and the need for essential city crisis response efforts, the Mayor and City Council may execute contracts pursuant to the legal authority provided in Chapter 02.04 SMC and SMC 07.06.180, to the extent permitted under this Resolution, which actions are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

Section 2. The Executive Orders are hereby ratified in part and modified in part by the City Council by this Resolution, as follows:

Section 3 of the Executive Order is modified to read:

Pursuant to SMC 07.06.180, the Mayor or her designate may make emergency procurements consistent with the provisions of Chapter 7.06, including the execution of contracts or other agreements, to the extent necessary to address the Spokane Complex Fires, on the following conditions:

1) The state of emergency shall expire on October 1, 2026 unless extended by City Council resolution for a longer period; and
2) Any contracts or procurements executed by the City shall not obligate the City to perform for a period beyond October 1, 2026, unless approved by City Council during the ratification of the proposed contract, and any contract, award, or agreement that requires commitment or reallocation of City or City-managed funds after October 1, 2026 shall comply with the procurement procedures in Chapter 7.06 SMC; and
3) The Mayor or her designee(s) report to the City Council meetings on August 18 (Agenda Review), on September 22 (Finance Committee), and on October 13 (PIES Committee), or otherwise as agreed with Council President, and report on (a) projected costs to be borne by the City relating to responding to the Spokane Complex Fires, including personnel overtime costs; (b) the City funds projected to be reallocated to meet the City's costs, and (c) the projected recovery of costs from state, federal or sources.
4) The administration advises the City Council, in advance and through the weekly committee process, of its intent to enter into emergency-related contracts of $50,000 or more.
5) Any contract or agreement executed pursuant to the Executive Orders shall be filed with the City Clerk within five (5) days of execution.

Sections 4 of the Executive Orders are deemed modified to terminate the Declarations effective October 1, 2026, unless further extended by council resolution.

Section 3. In addition to ratifying the Executive Orders, this resolution serves to fulfill the resolution requirements in subsection B of Section 07.06.180 of the Spokane Municipal Code for contracts requested by the administration, subject to the requirement that such contracts entered into under these emergency declarations subsequently are presented individually to City Council for ratification through vote.

Section 4. The City Clerk is instructed to deliver a copy of this Resolution and the Executive Orders to the Governor of the State of Washington, the State Department of Military and to the Spokane County Department of Emergency Management as may be required by state law. To the extent practicable, a copy of this Resolution and the Executive Orders shall be made available to all news media within the City and the general public. In order to give the widest dissemination of this Resolution and the Executive Orders to the public, as many other available means of communication may be used as are practical.

Passed by the City Council this ____ day of August, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney