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 September 29, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on September 30, 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, September 25, 2026, and ending at 6:00 p.m. on Wednesday, September 30, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on September 28, 2026. You must sign up by 6:00 p.m. on Wednesday, September 30, 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

September 30, 2026, Legislative Agenda

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 Sarah Dixit
Council Member Kate Telis
Council Member Paul Dillon
Council Member Kitty Klitzke
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, September 30, 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.

A. Resolutions (Proposed)

1. **RES 2026-0072** Proposing administrative allowance for the reallocation of remaining ARPA funds before the 12/31/2026 final spending deadline. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Caleb Stanton

2. **RES 2026-0073** A Joint Resolution between Spokane City Council and Spokane Parks supporting the Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer. (Council Sponsors: Council Members Dillon and Telis) Paul Dillon

3. **RES 2026-0074** Setting forth the City Council's approval to contract with qualified contractors for asbestos surveying of fire-affected properties without further City Council review and action. (Council Sponsors: Council Members Zappone and Klitzke) Adam McDaniel

A. Ordinances (Proposed)

1. **ORD C36811** The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for waster services. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

2. **ORD C36812** The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for wastewater and stormwater services. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

3. **ORD C36813** Relating to the annual rates for the solid waste utilities and services, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

4. **ORD C36815** The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for Water-Wastewater services. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

5. **ORD C36937** Relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Telis) Paul Dillon (At the 09-15-26 agenda review meeting, City Council deferred this item to the proposed section of the 09-30-26 legislative agenda)

6. **ORD C36944** Updating SMC 07.06.060, 07.06.260 and 07.06.262 modernizing language and adjusting thresholds for the execution of City contracts. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jason Nechanicky (Note: This item received a Sponsor Substitution on 09-23-26 to correct the title, make minor verbiage changes and add boilerplate provisions missing from the original)

7. **ORD C36948** Establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dixit) Sarah Dixit

8. **ORD C36949** Implementing the state Public Safety Funding Program; adopting a 0.1% local option sales and use tax as provided for in RCW 82.14.345 to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness; adopting a new Chapter 08.07F to Title 08 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke, Council Member Dillon and Council Member Telis) Adam McDaniel

9. **ORD C36950** The City of Spokane Public Works Division is proposing the creation of a new section of the Spokane Municipal Code adopting fees to be utilized for purchasing carbon allowances for compliance under the Climate Commitment Act. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

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. Board and Commission Appointments (Pending)

B. Reports, Contracts and Claims (Pending)

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

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

Urban Experience Committee (UE) (Pending)

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

1. **OPR 2026-0171** This amendment will add $50,000 to the existing Foster & Garvey PC contract which provides legal services and advice to the City regarding planning and land use issues. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

2. **OPR 2026-0201** Contract amendment with Keating Bucklin & McCormack, Seattle, WA, as outside counsel re the Estate of Joshua Musselman v. City of Spokane, et. al. 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

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 C36947** An ordinance adopting an interim official control to create a Temporary Disaster Housing Program for Spokane residents displaced by local and state-declared emergencies; amending Section 17C.319.200 and the Development Fee Schedule as referenced in Chapter 08.02; adopting a new Chapter 17C.430 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency. (Council Sponsors: Council Members Zappone and Klitzke) Adam McDaniel/Tim Thompson (Note: This item will appear in the “Final Hearings” section of the 10/07 Legislative Agenda)

2. **ORD C36941** Providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; and declaring an emergency. (Council Sponsors: Council Members Telis and Zappone) (As amended at the 09-29-26 Agenda Review) (Note: At the 09-29-26 agenda review, Council deferred this item to the Final section of the 10-07-26 Legislative Agenda and will appear under “Final Hearings”)

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 C36945** 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 grant award from the Washington State Department of Ecology for the Spill Prevention, Preparedness, and Response Program and appropriate funding for hazardous materials response equipment and personnel costs, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Mike Forbes

2. **ORD C36946** 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, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Allison Adam

E. Resolutions (Pending)

1. **RES 2026-0068** Authorizing the City to enter into subrecipient contracts with Jewels Helping Hands and Catholic Charities for the operation of inclement weather surge capacity beds from 1/1/27 - 12/31/27, pursuant to the 2027 Inclement Weather Request for Proposals (RFP) that closed on August 16, 2026. (Council Sponsors: Council Members (City Council Sponsors: Council Members Zappone and Dixit) Paradis Pourzanjani

2. **RES 2026-0069** Declaring the intention of the City Council to expand the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075. (Council Sponsors: Council Members Dillon and Zappone) Amanda Beck (At the September 22, 2026 Agenda Review, this item was amended and then deferred to the Proposed section of the September 30 Agenda. At the September 29, 2026 Agenda Review, this item was moved to the Pending section of the September 30, 2026 Legislative Agenda)

F. Ordinances (Pending)

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. Board and Commission Appointments (Final)

B. Reports, Contracts and Claims (Final)

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

1. **OPR 2026-0762** Purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) - $1,475,130 including commissioning and applicable sales tax (Council Sponsors: Council Members Telis and Cathcart) (At the 09-15-26 agenda review meeting, City Council deferred this item to the pending section of the 09-23-26 legislative agenda) (As Amended at the 09-22-2026 Agenda Review)

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

Urban Experience Committee (UE) (Final)

2. **OPR 2024-0785** Contract amendment to OPR 2024-0785 with Jewel's Helping Hands for operation of the Housing Navigation Center to: (1) extend operating hours, (2) add funding for to-go meal service, and (3) extend the contract term by three months. (City Council Sponsors: Council Members Zappone and Dixit)

3. **OPR 2026-0190** Contract amendment to OPR 2026-0190: amending the scope of work to add the Aurora Center as a shelter location under the Scattered Site Shelters contract starting 11/1/26 for 16 beds through 6/30/27, and increasing funds to cover operating expenses. (City Council Sponsors: Council Members Zappone and Dixit)

4. **OPR 2026-0800** The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Norman-Jefferson Building was constructed in 1908 and 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner. (Council Sponsors: Council Members Dillon and Telis)

5. **OPR 2026-0801** Acceptance of annual formula grant (PY26 CDBG, HOME, ESG) from HUD. HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG)

funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60. The PY2026 ESG allocation is $265,184. (City Council Sponsors: Council Members Zappone and Dixit)

6. **OPR 2026-0802** Conditional Commercial Building Conversion contract with NODO SPOKANE LLC (Spokane), for the property located at 126 W Sinto Ave, to create 25 dwelling units with a required 10% of affordable units. (City Council Sponsors: Council Members Zappone and Dixit)

7. **OPR 2026-0803** Approval of contract with Nick Federici / Government Relations (Tacoma, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract. (City Council Sponsors: Council Members Dillon and Dixit)

8. **OPR 2026-0804** Approval of contract with Luke Esser (Bellevue, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract. (City Council Sponsors: Council Members Dillon and Dixit)

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

Report of the Mayor of Pending:

1. **CPR 2026-0002** Report of the Mayor of pending claims & payments of previously approved obligations through: 09/18/2026. Total $13,270,787.72 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $12,894,826.64.

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.

1. **ORD C36942** Extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council Members Telis and Zappone)

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 C36940** 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 opioid settlement funding for a contract extension of the Navigation Center, and declaring an emergency. (City Council Sponsors: Council Members Zappone and Dixit)

E. Resolutions (Final)

1. **RES 2026-0066** Joint resolution authorizing the Spokane Airport to purchase property identified as Spokane County Assessor Parcel 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

2. **RES 2026-0067** A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028. (Council Sponsors: Council Members Dixit and Klitzke)

3. **RES 2026-0071** Declaring market conditions exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the purposes of Pharmacy Benefit Management for the Human Resources department. (Council Sponsors: Council President Wilkerson, Council Members Cathcart and Dillon) (As Amended at the 09-29-26 Agenda Review) (Note: This item was moved from Proposed to Final at the 09-29-26 Agenda Review)

F. Ordinances (Final)

1. **ORD C36939** Authorizing the sale, issuance and delivery of not to exceed $34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam. (Council Sponsors: Council Members Klitzke and Zappone)

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 September 30, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for October 6, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for October 7, 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:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/16/2026
Clerk's File #	RES 2026-0072
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	GRANTS MANAGEMENT
Contact Name/Phone	CALEB X6822
Contact E-Mail	CSTANTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON ZZAPPONE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	RESOLUTION FOR THE REALLOCATION OF REMAINING ARPA FUNDS

Agenda Wording

Resolution proposing administrative allowance for the reallocation of remaining ARPA funds.

Summary (Background)

The American Rescue Plan Act (ARPA) provided $80,991,104 in funding for the City of Spokane. All of our funds were allocated to allowable programs before the end of 2024 allocation deadline. As we approach the 12/31/2026 final spending deadline, the grants office is closing out programs and reallocating residual funds into allowable programs per SLFRF guidelines. This resolution provides the Grants Management Office the authority to allocate needed funds into administration and sweep all unspent funds and reallocate to 2024 Fire/Police Overtime. ARPA programs being reallocated from: Homelessness Services ($104.10), West Central Capital ($8,998.71), WUI Fire Contract ($450), Language Access ($41,500), Multicultural centers ($12,356.77), Scattered Site Model ($102,838.99), Residential Street Lighting ($6,097.48). $51,250.46 will be reallocated to grant administration and $121,095.59 to 2024 fire and police overtime. An additional final reallocation will occur during the closeout period for any remaining funds that need to be swept into 2024 fire/police overtime.

What impacts would the proposal have on historically excluded communities?

This budget reallocation facilitates the spend down of the ARPA funds. Our ARPA programs continue to serve all of Spokane, including our historically excluded communities. The administrative reallocation will ensure proper closeout, spend down, and resolution of our ARPA programs.

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

Data will be collected on a program by program basis. Conversations with stakeholders will include discussions about the city-wide data we hope to glean from the ARPA programs. The additional administrative funds will ensure we can meet the requests for data collection and analysis. Data will be collected in accordance with JAG requirements.

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

Data evaluating program effectiveness will be submitted in accordance to grant requirements. This review will ensure adequate analysis of program success.

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?

Data collected will be in accordance with Spokane City policy and our subrecipient contracts already in place. This reallocation does not allow for any new awards.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 172,346.05
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This reallocation will take funds from 7 current ARPA programs totaling $172,346.05. Of those funds $51,250.46 will be reallocated to grant administration and $121,095.59 to 2024 fire and police overtime.

Amount		Budget Account
Expense	$ 121,095.59	# 1425-88156-14230-54201-97351
Expense	$ 51,250.46	# 1425-88156-14230-54125-97306
Expense	$ -172,346.05	# See above in "Other budget Impacts" for budget
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

1425-88155-57215-54201-97236 – $104.10 1425-88155-18900-54214-97348 – $450.00 1425-88155-57215-54201-97334 - $102,838.99 1425-88155-21500-54201-97339 - $ 6,097.48 1425-88153-57215-54201-97244 - $41,500 1425-88153-94000-56301-97243 - $8,998.71 1425-88153-57215-54201-97254 - $12,356.77

Approvals		Additional Approvals	
Dept Head	BROWN, SKYLER	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

sbrown@spokanecity.org	cstanton@spokanecity.org
grants@spokanecity.org	

RESOLUTION NO. RES 2026-0072

A resolution approving administrative reallocations of residual funds from the American Rescue Plan Act (ARPA).

WHEREAS, in 2021 Congress enacted, and the President signed into law, the American Rescue Plan Act ("ARPA"), which provided the city of $80,991,104 million to help the City of Spokane, its residents, businesses, nonprofits, and affected industries recover from COVID-19 public health and economic emergency; and

WHEREAS, federal rules relating to the use of ARPA funds require that ARPA funds be allocated and spent no later than December 31, 2026;

WHEREAS, the City of Spokane has distributed $78,449,685 million in ARPA funds since March 31, 2021, funding a wide variety of programs, services, capital projects and other worthwhile endeavors; and

WHEREAS, as of the date of this resolution there remains $2,541,419 million in unspent ARPA funds; and

WHEREAS, the City wishes to authorize the Grants Management Department to reallocate any unspent funds to ARPA grant administration and to 2024 fire and police overtime during the end of the year 2026 and ARPA closeout period, consistent with federal rules related to ARPA funds; and

BE IT RESOLVED that the City Council authorizes the Grants Management Department to reallocate remaining ARPA funds of $172,346.05 to grant administration in the amount of $51,250.46 and to 2024 fire and police overtime in the amount of $121,095.59 consistent with federal rules related to ARPA funds; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Grants Management Office and any other applicable staff to execute any other appropriate reallocations to 2024 fire and police overtime through the end of the year 2026 and ARPA closeout period, and take other action necessary to effect of the above without further action of City Council.

PASSED the City Council this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 09/22/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/16/2026
		Clerk's File #	RES 2026-0073
		Cross Ref #	
Council Meeting Date: 10/14/2026		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION OF CITY COUNCIL AND SPOKANE PARK BOARD		

Agenda Wording

A Joint Resolution between Spokane City Council and Spokane Parks supporting the Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer.

Summary (Background)

The Washington State Department of Natural Resources currently owns 199 acres located on Thorpe Road ("Thorpe Road Property") within the City of Spokane, District 2. The Thorpe Road Property is beloved green space of high ecological and recreational value to the Spokane community. During the Washington State Legislature's 2024 session, the City of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits. In September of this year, Commissioner of Public Lands Dave Upthegrove joined local leaders and community members to celebrate the Trust Land Transfer program after the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding. In the aftermath of the Spokane Complex Fires it is critical to preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk. The Spokane City Council has received hundreds of comments from elected officials, residents, businesses, organizations and tribal communities all supporting the exchange of the Thorpe Road Property Trust Land Transfer for the Thorpe Property and that it remains a conservation area. If adopted, this resolution authorizes a joint letter to the Office of Financial Management to request inclusion of the Thorpe Road property in the Governor's 2027-2029 biennial budget proposal, and further request the Washington State Legislature fund the transfer of the Thorpe Road property to Spokane Parks for the appraised value of $3.9 Million as part of the 2027 Capital Budget.

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?

Success will be measured by whether the Washington State Legislature funds the transfer of the Thorpe Road property within the Trust Land Transfer program

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 request is a joint resolution with the Spokane Park Board and is consistent with the mission to ensure adequate recreation areas in and near the city.

Council Subcommittee Review

Not applicable

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	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
pdillon@spokanecity.org	ktelis@spokanecity.org
vramos@spokanecity.org	agrageda@spokanecity.org

RESOLUTION NO. 2026-0073

A Joint Resolution between Spokane City Council and Spokane Parks supporting the Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer.

WHEREAS, the Washington State Department of Natural Resources currently owns 199 acres located on Thorpe Road ("Thorpe Road Property") within the City of Spokane, District 2; and

WHEREAS, the Thorpe Road Property is beloved green space of high ecological and recreational value to the Spokane community; and

WHEREAS, during the Washington State Legislature's 2024 session, the City of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits; and

WHEREAS, in September of this year, Commissioner of Public Lands Dave Upthegrove joined local leaders and community members to celebrate the Trust Land Transfer program after the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding; and

WHEREAS, in the aftermath of the Spokane Complex Fires it is critical to preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk; and

WHEREAS, the Spokane City Council has received hundreds of comments from elected officials, residents, businesses, organizations and tribal communities all supporting the exchange of the Thorpe Road Property Trust Land Transfer for the Thorpe Property and that it remains a conservation area; and

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council and Spokane Parks authorize a joint letter to the Office of Financial Management to request inclusion of the Thorpe Road property in the Governor's 2027-2029 biennial budget proposal; and

BE IT FURTHER RESOLVED, the Spokane City Council and Spokane Parks request the Washington State Legislature fund the transfer of the Thorpe Road property to Spokane Parks for the appraised value of $3.9 Million as part of the 2027 Capital Budget.

Passed by the City Council this ____ day of _____, 2026.

Passed by the Spokane Park Board this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/17/2026
Clerk's File #	RES 2026-0074
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)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL TO CONTRACT WITH QUALIFIED CONTRACTORS FOR ASBESTOS		

Agenda Wording

A resolution setting forth the City Council's approval to contract with qualified contractors for asbestos surveying of fire-affected properties without further City Council review and action.

Summary (Background)

This resolution authorizes staff to execute the appropriate contracts and agreements with qualified contractors for the purpose of providing asbestos survey services to fire-affected residents.

What impacts would the proposal have on historically excluded communities?

The purpose of this resolution with qualified contractors to perform asbestos surveying at no cost to fire-affected residents.

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?

City staff will verify eligibility for the service and will track the number of properties that have utilized the service.

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

City staff will verify eligibility for the service and will track the number of properties that have utilized the 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?

Council Subcommittee Review

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

Narrative

The funding source for this program is to be determined.

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

Funding Source	One-Time
Funding Source Type	Select

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

The funding source for this program is to be determined.

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org

RESOLUTION 2026-0074

A resolution setting forth the City Council's approval to contract with qualified contractors for asbestos surveying for fire-affected properties without further City Council review and action.

WHEREAS, the U.S. Environmental Protection Agency (EPA) completed its household hazardous material (HHM) removal mission in response to the Spokane Complex Fires, which starts the next phase of the rebuilding process, which includes an asbestos survey from an asbestos-certified building inspector; and

WHEREAS, residents must obtain an asbestos survey and submit an asbestos Notice of Intent (NOI) before removing debris and ash that remains from burned structures; and

WHEREAS, the Spokane City Council adopted Emergency Ordinance C36924, reducing demolition permits for structures damaged in the Spokane Complex fires; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, permit deferrals, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, the City of Spokane intends to continue its fire recovery efforts by contracting with qualified contractors to perform asbestos surveying at no cost to fire-affected residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane authorizes staff to execute the appropriate contracts and agreements with qualified contractors for the purpose of providing asbestos survey services to fire-affected residents.

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:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/16/2026		
Clerk's File #	ORD C36811		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATER RATE ORDINANCE FOR 2027 & 2028		

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for waster services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's Water utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.04, including 13.04.2002; 13.04.2004; 13.04.2005; 13.04.2010; 13.04.2012; 13.04.2014; 13.04.2016; 13.04.20161; and adding a new section 13.04.2011 to chapter 13.04 of the Spokane Municipal Code.

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 proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	aalbinmoore@spokanecity.org

ORDINANCE NO. C36811

AN ORDINANCE relating to the water annual rates for public utilities and services, to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.04.2002; 13.04.2004; 13.04.2005; 13.04.2010; 13.04.2012; 13.04.2014; 13.04.2016; 13.04.20161; and adding a new section 13.04.2011 to chapter 13.04 of the Spokane Municipal Code.

City of Spokane does ordain:

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

Section 13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

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

a.

((~~2026~~))	2027	2028
((~~$20.07~~))	$20.77	$21.50

b. Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under section 13.04.2005.

c. Rates apply beginning the day the meter is installed.

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

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

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

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

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each

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

Monthly Water Usage Tiers (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
Zero up to 600	((~~$0.3775~~))	$0.3907	$0.4044
Greater than 600 up to 1,200	((~~$0.7988~~))	$0.8268	$0.8557
Greater than 1,200 up to 2,500	((~~$1.0746~~))	$1.1122	$1.1511
Greater than 2,500 up to 4,500	((~~$1.6989~~))	$1.7584	$1.8199
Greater than 4,500	((~~$2.4436~~))	$2.5291	$2.6176

C. No vacancy allowance will be made.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the Washington State Department of Social and Health Services; and;

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

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

Section 13.04.2004 City Commercial and Industrial Rates

A. These charges apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences, Parks and Schools, or PUDs. The charges are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
1 inch or smaller	((~~$22.44~~))	$23.23	$24.04
1 ½ inch	((~~$36.59~~))	$37.87	$39.20
2 inch	((~~$51.86~~))	$53.68	$55.56
3 inch	((~~$83.06~~))	$85.97	$88.98
4 inch	((~~$114.39~~))	$118.39	$122.53
6 inch	((~~$161.62~~))	$167.48	$173.34
8 inch	((~~$331.54~~))	$343.14	$355.15
10 inch	((~~$484.17~~))	$501.12	$518.66

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Commercial rates are charged based on the total consumption relative to the tier the total falls into. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

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

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

Monthly Water Usage Tier (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
((~~Zero up to 600 (Charge for all use: zero up to 600.)~~	((~~$0.4191~~))		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	((~~$0.8696~~))		
~~Greater than 1,000~~	((~~$1.2580~~))		

~~(Charge for all use: zero to amount used.)~~))			
Winter rate		$1.0125	$1.0479
Summer rate		$1.5187	$1.5719

C. Capital Charge.

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

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

Section 13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

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

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be calculated by multiplying the number of residential units by the maximum amount on each tier to get a new maximum usage allotted for each tier (for example, tier 1 is 0-600cf, a PUD of 12 homes would get 7200cf at tier 1 for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
1 inch or smaller	((~~$22.44~~))	$23.23	$24.04
1 ½ inch	((~~$36.59~~))	$37.87	$39.20
2 inch	((~~$51.86~~))	$53.68	$55.56
3 inch	((~~$83.06~~))	$85.97	$88.98
4 inch	((~~$114.39~~))	$118.39	$122.53

6 inch	((~~$161.82~~))	$167.48	$173.34
8 inch	((~~$331.55~~))	$343.14	$355.16
10 inch	((~~$484.17~~))	$501.12	$518.66

D. Capital Charge.

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

Section 4 That SMC section 13.04.2010 is amended to read as follows:

Section 13.04.2010 Water for Private Fire Protection

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

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
3 inch or smaller	((~~$23.75~~))	$24.58	$25.44
4 inch	((~~$33.53~~))	$34.70	$35.91
6 inch	((~~$46.59~~))	$48.22	$49.91
8 inch	((~~$56.37~~))	$58.34	$60.38
10 inch	((~~$67.41~~))	$69.77	$72.21

1. Charge Rate Per Cubic Foot. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
((~~Zero up to 600 (Charge for all use: zero up to 600.)~~	((~~$0.4191~~))		
~~Greater than 600 up to 1,000~~	((~~$0.8696~~))		

~~(Charge for all use: zero up to 1,000.)~~			
~~Greater than 1,000 (Charge for all use: zero to amount used.)~~))	((~~$1.2580~~))		
Winter rate		$1.0125	$1.0479
Summer rate		$1.5187	$1.5719

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

((~~1. Size of Connection / Service Charge per Month.~~))

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
3 inch or smaller	((~~$35.62~~))	$36.87	$38.16
4 inch	((~~$50.28~~))	$52.04	$53.86
6 inch	((~~$69.88~~))	$72.33	$74.86
8 inch	((~~$84.54~~))	$87.49	$90.55
10 inch	((~~$101.12~~))	$104.66	$108.32

1. Charge Rate Per Cubic Foot. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
		2027	2028
Winter rate		$1.506	$1.5587
Summer rate		$2.2589	$2.338

Section 5 That there is adopted a new section 13.04.2011 to chapter 13.04 SMC to read as follows:

Section 13.04.2011 Parks and Schools Rates

A. The following rates apply to City-owned parks and K-12 school customers located within the City limits. Questions of applicability are determined by the Water Director.

1. Monthly basic meter charges for Inside City customers are established in 13.04.2004(A)(1).

2. Consumption charges for Inside City customers, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, shall be the following:

2027	2028
$1.3014	$1.347

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

B. The following rates apply to City-owned parks and K-12 school customers located outside the City limits. Questions of applicability are determined by the Water Director.

1. Monthly basic meter charges for Outside City customers are established in 13.04.2016(B).

2. Consumption charges for Outside City customers, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, shall be the following:

2027	2028
$1.9512	$2.0195

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

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

Section 13.04.2012 Outside City Residence Rates and Charges

A. Basic Charge: Single-family Residence.

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

((~~2026~~))	2027	2028
((~~$30.11~~))	$31.16	$32.25

2. Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under multifamily.

B. Consumption.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
Zero up to 600	((~~$0.5663~~))	$0.5861	$0.6066
Greater than 600 up to 1,200	((~~$1.1983~~))	$1.2402	$1.2836
Greater than 1,200 up to 2,500	((~~$1.6119~~))	$1.6683	$1.7267
Greater than 2,500 up to 4,500	((~~$2.5483~~))	$2.6375	$2.7298
Greater than 4,500	((~~$3.6656~~))	$3.7939	$3.9267

C. No vacancy allowance.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the Washington State Department of Social and Health Services; and

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

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

Section 13.04.2014 Outside City Rate to Other Purveyors

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

((~~2026~~))	2027	2028
((~~$1.5694~~))	$1.6244	$1.6813

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

   In addition to the standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges. For continuous users, they shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Other purveyor- continuous supplemental water user-outside-capital consumption charge (Per hundred cubic feet).

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

Section 13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

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

B. Consumption.

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

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
1 inch or smaller	((~~$43.45~~))	$44.97	$46.54
1 ½ inch	((~~$64.68~~))	$66.94	$69.28
2 inch	((~~$87.59~~))	$90.66	$93.83
3 inch	((~~$134.38~~))	$138.98	$143.84
4 inch	((~~$181.39~~))	$187.74	$194.31
6 inch	((~~$252.52~~))	$261.36	$270.51
8 inch	((~~$507.26~~))	$525.01	$543.39
10 inch	((~~$736.07~~))	$761.83	$788.49

D. Capital Charge.

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

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

Section 13.04.2016 Outside City Commercial and Industrial Rates

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

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
1 inch or smaller	((~~$43.45~~))	$44.97	$46.54
1 ½ inch	((~~$64.68~~))	$66.94	$69.28

2 inch	((~~$87.59~~))	$90.66	$93.83
3 inch	((~~$134.38~~))	$138.98	$143.84
4 inch	((~~$181.39~~))	$187.74	$194.31
6 inch	((~~$252.52~~))	$261.36	$270.51
8 inch	((~~$507.26~~))	$525.01	$543.39
10 inch	((~~$736.07~~))	$761.83	$788.49

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
((~~Zero up to 600 (Charge for all use: zero up to 600.)~~	((~~$0.6285~~))		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	((~~$1.3048~~))		
~~Greater than 1,000 (Charge for all use: zero to amount used.)~~)))	((~~$1.8870~~))		
Winter rate		$1.506	$1.5587
Summer rate		$2.2589	$2.338

D. Capital Charge.

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

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

Section 13.04.20161 PDA Water Rates

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

1. Basic Charge – Residential Customer:

((~~2026~~))	2027	2028
((~~$20.07~~))	$20.77	$21.50

2. Consumption Charge – Residential Customer.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
Zero up to 600	((~~$0.3775~~))	$0.3907	$0.4044
Greater than 600 up to 1,200	((~~$0.7988~~))	$0.8268	$0.8557
Greater than 1,200 up to 2,500	((~~$1.0746~~))	$1.1122	$1.1511
Greater than 2,500 up to 4,500	((~~$1.6989~~))	$1.7584	$1.8199
Greater than 4,500	((~~$2.4436~~))	$2.5291	$2.6176

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

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((~~2026~~))	2027	2028
1 inch or smaller	((~~$22.44~~))	$23.23	$24.04
1 ½ inch	((~~$36.59~~))	$37.87	$39.20
2 inch	((~~$51.86~~))	$53.68	$55.56
3 inch	((~~$83.06~~))	$85.97	$88.98
4 inch	((~~$114.39~~))	$118.39	$122.53
6 inch	((~~$161.82~~))	$167.48	$173.34
8 inch	((~~$331.54~~))	$343.14	$355.15
10 inch	((~~$484.17~~))	$501.12	$518.66

2. Commercial Consumption.

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

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((~~2026~~))	2027	2028
((~~Zero up to 600 (Charge for all use: zero up to 600.)~~	((~~$0.4191~~))		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	((~~$0.8696~~))		
~~Greater than 1,000 (Charge for all use: zero to amount used.)~~))	((~~$1.2581~~))		
Winter rate		$1.0125	$1.0479
Summer rate		$1.5187	$1.5719

((~~3~~)) C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 11: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistance City Attorney

Mayor	Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/16/2026		
Clerk's File #	ORD C36812		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WASTEWATER/STORMWATER RATE ORDINANCE FOR 2027 & 2028		

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for wastewater and stormwater services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's wastewater and stormwater utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.03, including 13.03.1004; 13.03.1008; 13.03.1010; 13.03.1011; 13.03.1012; 13.03.1018; 13.03.1020; 13.03.1022 to chapter 13.03 of the Spokane Municipal Code.

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 proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	aalbinmoore@spokanecity.org

ORDINANCE NO. ORD C36812

AN ORDINANCE relating to the annual rates for sewer services, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.03.1004; 13.03.1008; 13.03.1010; 13.03.1011; 13.03.1012; 13.03.1018; 13.03.1020; 13.03.1022 to chapter 13.03 of the Spokane Municipal Code.

City of Spokane does ordain:

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

Section 13.03.1004 Domestic Service Charge – Monthly Amount

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

Domestic Service Charge	Monthly Amount		
	((~~2026~~))	2027	2028
((~~Domestic service charge~~))	((~~$30.49~~))		
Cost per RV dump connection	((~~$7.44~~))	$7.70	$7.97

Section 2 That SMC section 13.03.1008 is amended to read as follows:

Section 13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

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

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

Domestic User Charge - Inside City	Monthly Amount		
	((~~2026~~))	2027	2028
Domestic charge	((~~$39.79~~))	$41.19	$42.63
General stormwater charge	((~~$5.60~~))	$5.80	$6.00

Cost for additional apartment	((~~$35.77~~))	$33.09	$30.17
Cost for micro housing unit	((~~$21.46~~))	$19.85	$18.10
General stormwater charge per unit for four units or Less	((~~$4.79~~))	$4.96	$5.13
General stormwater charge per unit for over four units	((~~$3.85~~))	$3.98	$4.12

1. Capital Rates.

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

B. Commercial Basic Service and User Charge.

The commercial basic service charge shall be assessed based on the size of each customer's applicable water meter(s). Applicable water meters are those that contribute to discharges to the sewer system, including domestic meters and combination domestic / fire meters.

Commercial Basic Service and User Charges - Inside City	Monthly Amount		
	((~~2026~~))	2027	2028
Basic Service charges based on water meter size. Normal / domestic meters.			
1 inch or smaller		$41.19	$42.63
1 ½ inch		$67.16	$69.51
2 inch		$95.19	$98.52
3 inch		$152.45	$157.79
4 inch		$209.95	$217.31
6 inch		$296.64	$307.03
8 inch		$608.52	$629.83
10 inch		$888.66	$919.78
Basic Service charges based on water meter size. Combination domestic / fire meters.			
1 inch or smaller		$41.19	$42.63
1 ½ inch		$67.16	$69.51

2 inch or larger		$95.19	$98.52
Commercial user charge			
Per hundred cubic feet	(($~~2.10~~))	$2.44	$3.23
General stormwater charge			
(($~~Per impervious acre per year~~))	(($~~1,343.34~~))		
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	(($~~1.12~~))	$1.16	$1.20
(($~~Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof~~)))	(($~~97.88~~))		
Combined Sewer Overflow (CSO) Stormwater user surcharge (per one-one hundredth impervious acre per month)		$1.01	$1.05
Process/Seepage user charge			
Per hundred cubic feet	(($~~0.6235~~))	$0.6453	$0.6679

1. Capital Rates.

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

Section 3 That SMC section 13.03.1010 is amended to read as follows:

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

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

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

Domestic User Charge - Outside City Customers	Monthly Amount		
	((~~2026~~))	2027	2028
Domestic charge	(($~~69.63~~))	$69.63	$69.63

Cost for additional apartment	((~~$62.59~~))	$56.08	$49.63
Cost for micro housing unit	((~~$37.55~~))	$33.65	$29.78

1. Capital Rates.

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

B. Outside City Retail Commercial Basic Service and User Charge.

The commercial basic service charge shall be assessed based on the size of each customer's applicable water meter(s). Applicable water meters are those that contribute to discharges to the sewer system, including domestic meters and combination domestic / fire meters.

Commercial Basic Service and User Charge – Outside City Customers	Monthly Amount		
	((~~2026~~))	2027	2028
Basic Service charges based on water meter size. Normal / domestic meters.			
1 inch or smaller		$69.63	$69.63
1 ½ inch		$113.54	$113.54
2 inch		$160.92	$160.92
3 inch		$257.73	$257.73
4 inch		$354.95	$354.95
6 inch		$501.50	$501.50
8 inch		$1028.75	$1028.75
10 inch		$1502.35	$1502.35
Basic Service charges based on water meter size. Combination domestic / fire meters.			
1 inch or smaller		$69.63	$69.63
1 ½ inch		$113.54	$113.54
2 inch or larger		$160.92	$160.92
Commercial user charge			
Per hundred cubic feet	((~~$3.68~~))	$4.05	$4.45

1. Capital Rates.

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

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

Outside City Utility Service Area (except by interlocal agreement)	((~~2026~~))	2027	2028
Per hundred cubic feet	((~~$3.68~~))	$4.05	$4.45

1. Capital Rates.

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

Section 4 That SMC section 13.03.1011 is amended to read as follows:

Section 13.03.1011 PDA Sewer and Stormwater Rates

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

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	((~~2026~~))	2027	2028
PDA Residential User Charge:			
Domestic User Charge	((~~$39.79~~))	$41.19	$42.63
Additional Apartment	((~~$35.77~~))	$33.09	$30.17
PDA Commercial User charge:			
Per hundred cubic feet	((~~$2.10~~))	$2.44	$3.23
General stormwater charge:			
((~~Domestic Stormwater charge~~))	((~~$39.79~~))		
General domestic stormwater charge per unit for four units or Less	((~~$4.79~~))	$4.96	$5.13

General domestic stormwater charge per unit for over four units	((~~$3.85~~))	$3.98	$4.12
((~~Per impervious acre per year – commercial charge~~))	((~~$1,343.01~~))		
Per one-one hundredth impervious acre – Commercial (See RCW 35.67.020; RCW 35.92.020)	((~~$1.12~~))	$1.16	$1.20
((~~Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) – Commercial~~))	((~~$97.88~~))		
Combined Sewer Overflow (CSO) Stormwater user surcharge (per one-one hundredth impervious acre per month)		$1.01	$1.05
Process/Seepage user charge:			
Per hundred cubic feet	((~~$0.6235~~))	$0.6453	$0.6679

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

Section 5: That SMC section 13.03.1012 is amended to read as follows:

Section 13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((~~2026~~))	2027	2028
User charge (per gallon)	((~~$0.2717~~))	$0.2812	$0.2910

1. Capital Rates.

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

Section 6 That SMC section 13.03.1018 is amended to read as follows:

Section 13.03.1018 Landfill Wastewater Pump and Treatment Services – Amount

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

Landfill Pump and Treatment Total	Monthly Amount		
	((~~2026~~))	2027	2028
Per hundred cubic feet	((~~$1.19~~))	$1.23	$1.27

Section 7: That SMC section 13.03.1020 is amended to read as follows:

Section 13.03.1020 Cesspool and Miscellaneous Charges – Amount

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

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge		
	((~~2026~~))	2027	2028
500	((~~$316.66~~))	$327.74	$339.21
600	((~~$359.31~~))	$371.89	$384.91
700	((~~$400.52~~))	$414.54	$429.05
800	((~~$442.96~~))	$458.46	$474.51
900	((~~$485.30~~))	$502.29	$519.87
1000	((~~$527.41~~))	$545.87	$564.98
1100	((~~$548.56~~))	$567.76	$587.63
1200	((~~$569.62~~))	$589.56	$610.19
1300	((~~$590.76~~))	$611.44	$632.84
1400	((~~$611.72~~))	$633.13	$655.29
1500	((~~$632.97~~))	$655.12	$678.05

Section 8: That SMC section 13.03.1022 is amended to read as follows:

Section 13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((~~2026~~))	2027	2028
Monthly charge	((~~$8.74~~))	$9.05	$9.36
Inspection fee (start-up, one-time fee)	((~~$124.31~~))	$128.66	$133.16

Section 9: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistance City Attorney

_____
Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 09/22/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/16/2026
		Clerk's File #	ORD C36813
		Cross Ref #	
Council Meeting Date: 10/14/2026		**Project #**	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SOLID WASTE RATE ORDINANCE FOR 2027 & 2028		

Agenda Wording

AN ORDINANCE relating to the annual rates for the solid waste utilities and services, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's solid waste utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.02, including 13.02.0100; 13.02.0106; 13.02.0224; 13.02.0232; 13.02.0236; 13.02.0304; 13.02.0306; 13.02.0310; 13.02.0316; 13.02.0328; 13.02.0336; 13.02.0338; 13.02.0352; 13.02.0354; 13.02.0402; 13.02.0404; 13.02.0500; 13.02.0502; 13.02.0504; 13.02.0506; 13.02.0508; 13.02.0510; 13.02.0512; 13.02.0514; 13.02.0518; 13.02.0520; 13.02.0522; 13.02.0528; 13.02.0552; 13.02.0554; 13.02.0560; 13.02.0561; 13.02.0562; 13.02.0563; 13.02.0568; and 13.02.0610; and adopting a new section 13.02.0564 to chapter 13.02 of the Spokane Municipal Code.

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 proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	aalbinmoore@spokanecity.org

ORDINANCE NO. ORD C36813

AN ORDINANCE relating to the annual rates for the solid waste utilities and services, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.02.0100; 13.02.0106; 13.02.0224; 13.02.0232; 13.02.0236; 13.02.0304; 13.02.0306; 13.02.0310; 13.02.0316; 13.02.0328; 13.02.0336; 13.02.0338; 13.02.0352; 13.02.0354; 13.02.0402; 13.02.0404; 13.02.0500; 13.02.0502; 13.02.0504; 13.02.0506; 13.02.0508; 13.02.0510; 13.02.0512; 13.02.0514; 13.02.0518; 13.02.0520; 13.02.0522; 13.02.0528; 13.02.0552; 13.02.0554; 13.02.0560; 13.02.0561; 13.02.0562; 13.02.0563; 13.02.0568; and 13.02.0610; and adopting a new section 13.02.0564 to chapter 13.02 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1: That SMC section 13.02.0100 is amended to read as follows:

Section 13.02.0100 Definitions

Term	Definition
Automated service	Automated service means solid waste cart collection service with a side-loading collection vehicle.
City	City means the City of Spokane.
Collection day	Collection day means the day of the week scheduled for municipal solid waste collection service to be provided to an area or premises.
Combined City utilities bill	Combined City utilities bill refers to the City of Spokane's form of combining billing for municipal water, sewer, and solid waste handling service charges in a single statement.
Construction, demolition, and land-clearing waste (CDL Waste)	Construction, demolition and land clearing waste (CDL Waste) means any combination of recyclable or nonrecyclable construction, demolition and land clearing waste that results from and is incidental to construction, remodeling, repair or demolition of buildings, roads or other structures, or from land

	clearing for development, and requires removal from the site of construction, demolition or land clearing.
Construction waste	Construction waste means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material; and plastics, Styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, putrescible garbage, sewerage waste, animal carcasses or asbestos.
Customer	Customer is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department, provided a letter of authorization delegating management of a customer's solid waste service is received and on file with their Utility Billing Account. - Because solid waste collection service is mandatory for all premises, "customer" further includes all owners and occupants of premises generating or accumulating solid waste. - Where arrangements have been made for billings to be sent to an address other than the premises served, "customer" further includes the addressee at such billing address.

Demolition waste	Demolition waste means solid, largely inert waste resulting from the demolition or razing of buildings, roads, and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e., drywall, sheet rock, or plasterboard) or any other material or putrescible waste, other than wood, that is likely to produce gases or a leachate during the decomposition process, and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
Departments	Departments mean the Solid Waste Collection Department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the Solid Waste Disposal Department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities.
Director	Director means the Director of Solid Waste Management for areas within Solid Waste Disposal Department and Solid Waste Collection Department functions, unless otherwise assigned, stated or indicated by context.
Flow Control	Flow control is the Spokane Regional Solid Waste System's authority to designate where municipal solid waste in Spokane is processed, treated, and disposed of.
Franchise Hauling Restrictions	The City prohibits a person from providing solid waste collection and disposal unless allowed by state law or pursuant to a City franchise agreement or contract. Additionally, the City prohibits private junk

	removal and hauling services involving the collection or hauling of solid waste, including construction, demolition and land clearing wastes otherwise offered by the City Solid Waste Collection and Disposal departments. Additional franchise hauling restrictions may be found in SMC 13.02.0204.
Garbage	Garbage is solid and semi-solid putrescible, discarded materials such as kitchen, food, animal, and vegetable wastes.
Generator	Generator is any person originating solid waste. Generator also includes the owner and/or occupant of any premises on which solid waste originates or persists.
Health officer	Health Officer is the appointed health officer of the Spokane Regional Health District, an interlocal City-County agency established under the laws of the State of Washington or any equivalent successor official designated by the Mayor. The Director of Solid Waste Management may also exercise any health officer function for purposes of this chapter.
Incidental hauling	Incidental hauling is defined as less than thirty-three percent of the total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.
Inert Waste	Inert Waste means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
Land clearing waste	Land clearing waste means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree

	branches, and associated dirt, sand, tree bark, sod and rocks.
Permitted facility	Permitted facility is defined as a facility permitted by the State of Washington or the Spokane Regional Health District in accordance with chapter 70.95 RCW and the Spokane County Comprehensive Solid Waste Management Plan.
Person	Person in this chapter is an all-inclusive reference to any individual or group, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
Premises	Premises means a specific lot or area of real property served by the department or any such lot or area in general. Premises includes permanent and transient human dwellings and places of accommodation, commerce or recreation.
Premises with multi-unit dwellings	Premises with multi-unit dwellings means an area of one or more premises operating in whole or part under unified management or ownership with housing facilities for more than a single-family residence. Such facilities include duplex or multiplex dwellings, apartments, condominiums, trailer parks, or other accounts, including planned unit developments, where billed under a master meter arrangement for water service. Distinguished from this definition for purposes of requirements affecting premises with multi-unit dwellings are hotels, motels, hospitals, nursing homes, or other congregate-care or institutional facilities, which are generally served as a commercial-service account. <u>Premises with five or more dwellings are treated as commercial with</u>

	regards to service edibility types and rates. Premises with two to four units are treated as residential with regards to service eligibility types and rates.
Recyclable materials	Recyclable materials (or "recyclables" or "single-stream recyclables") means materials which are source-separated from the general waste stream for recycling or reuse, as opposed to disposal, and accepted under a recycling program operated by the department. The Director of Solid Waste Management or their designee has the authority to adjust items included in the City's recycling program or conditions for municipal acceptance, considering chapter 70.95 RCW or any other regulatory requirements, the Spokane County Comprehensive Solid Waste Management Plan, prevailing market conditions for the materials involved, and administrative convenience or efficiency.
Refuse	Refuse is non-putrescible discarded materials, such as rubbish, ashes, or other miscellaneous wastes.
Semi-automated service	Semi-automated service means solid waste cart or one-yard through eight-yard dumpster collection with a rear-loading collection vehicle.
Separated wastes	Separated wastes are discarded materials of a uniform content, quality or consistency approved by the City for acceptance as separated wastes. Different rates may apply for separated wastes. Types of separated wastes may change from time to time, depending on market conditions, operational efficiency and other factors, at the City's discretion. Currently identified categories are:

	((~~1~~)) A. Separated yard and garden waste, also referenced as “clean green” wastes; ((~~2~~)) B. ((~~e~~))Other composts; ((~~3~~)) C. ((~~b~~)) Baled refuse or refuse which has been tied in bundles for collection; ((4)) D. ((~~s~~)) Small animal carcasses; ((~~5~~)) E. Demolition debris, which is materials such as concrete, brick, metals, wood, and glass such as resulting from the demolition of a building or other structure. ((~~6~~)) F. Waste tires - tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.
Solid Waste	Solid Waste (or “waste”) means all putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, per RCW 70.95.030 (22).
Specialized solid waste handling equipment	Specialized solid waste handling equipment is defined as: A. Front load waste collection vehicle; B. Rear load waste collection vehicle;

	C. Side load waste collection vehicle; D. Tilt-frame collection vehicle for the hauling of roll-off waste; containers or waste compactors; E. Private roll-off waste container; F. Intermodal container used for solid waste disposal; G. Container carrier truck or container delivery truck for the hauling of solid waste containers; or H. Solid waste containers for the collection of solid waste are one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.
Spokane County Comprehensive Solid Waste Management Plan	Spokane County Comprehensive Solid Waste Management Plan sometimes referenced as “Spokane Solid Waste Plan” or in shorter terms, means a plan prepared by Spokane County in cooperation with the City of Spokane and others pursuant to the requirements of RCW 70.95.080 guiding the City of Spokane’s goals and priorities for implementing and evaluating municipal solid waste management functions.
Transfer Station	Transfer Station is a permanent, fixed supplemental collection and transportation facility owned by Spokane County used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transport to a permanent disposal site.
Waste-to-Energy Facility (WTE)	Waste-to-Energy Facility, also known as the Waste-to-Energy Plant, is the

	Spokane incinerator operated as a solid waste disposal and energy-recovery facility. The Waste-to-Energy Facility is part of the Department of Solid Waste Disposal and is overseen by the Director of Solid Waste Management.

Section 2: That SMC section 13.02.0106 is amended to read as follows:

Section 13.02.0106 Collection Service – Kinds of Service

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

1. style or capacity of container and associated department collection vehicles and equipment: "commercial/residential" and "automated/semi-automated" service. In limited circumstances, as permitted by the director, an account may be served manually, i.e., without direct assistance of equipment;

2. time shift services are provided: "((~~Day/Night/Early Day~~)) Early Day/Day/Downtown Core" service;

3. pickup location: "Alley/curb/rollout"; and

4. recycling based upon use of premises: "Residential-use/nonresidential-use" premises.

B. Commercial/Residential Service.

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

1. "Commercial service" is provided with larger capacity containers, which include one- to ((~~six~~)) eight-cubic-yard dumpsters, front or rear loaded, and twenty- and thirty-cubic-yard rolloff containers. Such containers are supplied by the department.

   a. "Commercial service" further includes compactor container service. Customers may supply containers for compactor service, ranging from one - to forty-cubic-yard capacity, subject to approval by the department for compatibility with collection vehicles.

b. Commercial-service containers are associated with business and commercial customer needs, although larger multi-unit residential premises sometimes also use them.

c. Similar commercial-capacity containers, except compactors, are used for general-mixed solid waste and recyclable materials.

d. One-yard rear load dumpsters are only available in the downtown core service area ((~~for night collection)~~), unless approved by the director on a case-by-case basis.

2. "Residential service" is provided with automated carts in different sizes. This service is for residential customer general-mixed solid waste and recyclable needs.

a. Oversized containers will be billed extra.

C. Automated/Semi-automated Service.

"Automated service" is collection service provided with an automated side-loading collection vehicle, generally with a single operator ((~~and collection vehicle~~)). It is distinguished from "semi-automated service", which uses a ((~~different~~)) semi-automated rear loading collection vehicle, and generally operated with ((~~and occasionally~~)) a two-person crew. Most residential ((~~and commercial~~)) service is automated service.

D. Early Day/Day/Downtown Core ((~~Day/Night/Early Day~~)) Service.

Collection services are provided in three time shifts.

1. "Day" service starts at six a.m.

2. "Early day service starts at five a.m.

3. "((~~Night~~)) Downtown Core" service is from ((ten p.m.)) four a.m. to ((~~six thirty a.m.~~)) twelve-thirty p.m.

E. Alley/Curb/Rollout Service.

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

1. "Alley service" means the department collects from areas located in or along alleys. It is provided for some residential and commercial container service.

2. "Curb service" means collection at the curb of the public right-of-way adjacent to the premises served, including adjacent sidewalk area.

3. “Rollout service” means that the collector must retrieve the carts from a location more than two feet from the vehicle access point for automated service, or more than six feet from the vehicle access point for semi-automated service areas.

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

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

4. Residential or Curbside and Nonresidential Recycling Collection Service.

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

Section 3: That SMC section 13.02.0224 is amended to read as follows:

Section 13.02.0224 Abatement of Public Nuisance

A. Failure of an owner or occupant of any occupied premises to receive weekly solid waste collection service is declared to be a public nuisance, as a condition tending to promote the breeding of vermin and spread of disease.

B. Notwithstanding any other provision of this chapter, and in addition thereto, the maintenance of any condition upon premises creating or tending to create a risk to the public health or safety, specifically including but not limited to the accumulation of solid waste, including garbage, refuse, or any malodorous, unhealthful, flammable, or putrescent materials on premises shall constitute a public nuisance and, in the discretion of the fire inspector, building official, code enforcement official, health officer, or director shall be susceptible to abatement by the City, with or without prior notice, at the expense and liability of the premises owner and/or the person causing or maintaining the same.

C. Costs of abatement of any nuisance as above defined are declared to be part of municipal solid waste collection and disposal service which may be billed as a utility service to the premises where the condition arose or exists. This section shall not limit the City or premises owners rights to seek recovery against other responsible persons.

D. The costs of abatement by the City include, but are not limited to, personnel and equipment costs, both direct and indirect, costs incurred in documenting the violation; hauling, transportation, and disposal expenses; filing fees; and actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work; the costs of any required printing or mailing; and any others costs to provide collection and disposal service.

1. Notice of Violation – Service Charge.

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

2. Abatement – Minimum Service Charge.

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

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

      i. Service charge for one half-hour under this section: ((~~Two hundred thirty-two dollars seventy-one cents~~)) Two hundred forty dollars twenty-seven cents

      ii. Service charge for each additional quarter-hour: ((~~One hundred sixteen dollars thirty-six cents~~)) <u>One hundred twenty dollars fourteen cents</u>

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

         A. ((~~ninety-seven dollars and eighty-three cents~~)) <u>one hundred one dollar and one cent</u> per hour for a Laborer I and ((~~one hundred nineteen dollars thirty-seven cents~~)) <u>one hundred twenty-three dollars twenty-five cents</u> per hour for a Laborer II, or

         B. ((~~forty-eight dollars ninety-two cents~~)) <u>fifty dollars and fifty one cents</u> per half-hour for a Laborer I and ((~~fifty-~~

~~nine dollars sixty-nine cents~~)) sixty-one dollars sixty-three cents for a Laborer II, or

C. ((~~twenty-four dollars forty-six cents~~)) twenty-five dollars twenty-five cents per quarter-hour for a Laborer I and ((~~twenty-nine dollars eighty-four cents~~)) thirty dollars eighty one cents for a Laborer II.

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

i. Service charge for one-half hour under this section: ((~~One hundred eight dollars sixty cents~~)) One hundred twelve dollars thirteen cents.

ii. Service charge for each additional quarter-hour: ((~~One hundred eight dollars sixty cents~~)) One hundred twelve dollars thirteen cents.

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

Section 4: That SMC section 13.0232 is amended to read as follows:

Section 13.02.0232 Deposits – Mandatory Combined Billing

A. The utilities billing division or director may order a deposit as a condition of initiating, continuing or restoring any service where it appears, in their discretion, there is a risk of nonpayment or underpayment or as permitted by 11 U.S.C. Section 366 or any other applicable law.

B. Solid waste collection service, including recyclable materials, must be billed on a combined City utilities bill except upon written department approval.

1. Where premises are not served by City water service or where an account is not otherwise included on a combined City utilities bill, such as a “refuse-only” account, the customer is required to tender a deposit of Five Hundred Dollars ($500.00) to the department ((~~or an amount equal to the estimated cost of the service to be provided as determined by the department~~)) or an amount equal to two months of estimated service charges, whichever is greater. Customer needs to contact My Spokane 3-1-1 or Utilities Billing to request this refund.

Section 5: That SMC section 13.02.0236 is amended to read as follows:

Section 13.02.0236 Refuse-only Accounts

Most premises in the City are billed through a combined City utilities bill. For premises not served with City water or sewer service, the billing is described as a "refuse-only" account. "Refuse-only" account customers must contact Spokane 311 for prior approval to initiate a refuse-only account. Refuse only accounts require a deposit as defined in SMC 13.02.0232.

Section 6: That SMC section 13.02.0304 is amended to read as follows:

Section 13.02.0304 Vacancies – Changes in Service Needs

A. A customer may request that service be halted temporarily when the premises are vacant.

B. The department must receive at least three (3) business days' advance notice of vacancies.

C. Service suspensions for less than fourteen (14) days are not granted.

D. Customers are further required to notify Spokane 311, the city's centralized customer service center, of any changes in service needs. Requests received by 2:00 p.m. may be scheduled for the next business day; requests received after 2:00 p.m. will be moved to the following business day. Weekend requests are treated as being received on Monday. Cart deliveries, bring ins and exchanges are scheduled for the customer's next collection day. All requested dates are based on operational availability.

E. No credit will be issued for failure to notify the department of vacancies or changes in service needs. Consideration may be made on a case-by-case basis at the discretion of the director or their designee.

Section 7: That SMC section 13.02.0306 is amended to read as follows:

Section 13.02.0306 Days of Service – Holidays

A. Collection services are provided Monday through Friday except during holidays.

1. Disposal facilities are open seven days a week, except holidays.

2. Saturday collection occurs only for Friday holiday make-up service.

3. There is no regular Saturday or Sunday collection except as may be ordered by the director.

4. Saturday and Sunday collection may be billed as an "extra" service in accord with administrative needs.

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

((6. ~~Downtown night service is not affected by holidays.~~))

There are six departmental holidays:

1. New Year's Day,

2. Memorial Day,

3. Independence Day,

4. Labor Day,

5. Thanksgiving Day, and

6. Christmas Day.

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

Section 8: That SMC section 13.02.0310 is amended to read as follows:

Section 13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. ((~~Night~~)) Downtown Core Service Schedule.

Collection occurs after ((~~ten~~)) four ((~~a.m.~~)) until ((~~six~~)) twelve-thirty ((~~a.m.~~)) p.m. of the collection day.

((~~a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.~~))

((~~b~~)) a. Downtown core service schedule is only for the central city collection area.

((~~c.~~)) b. Some containers are placed out in right-of-way areas for collection.

((~~d.~~)) c. The deadline for container placement for pickup is eight p.m.

((~~e.~~)) d. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.

((~~f.~~)) e. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

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

a. Early day schedule is primarily for commercial container customers outside the central city collection area.

b The deadline for all commercial container placement for pickup is five a.m.

c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.

d. The above rules apply to both refuse and recycling containers.

3. ((~~Regular~~)) Day Schedule..

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

a. The deadline for container placement for pickup is six a.m.

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

c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

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

1. Said residential customers must have recycling containers at the collection pickup location no later than six a.m. of the collection day.

2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.

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

Section 9: That SMC section 13.02.0316 is amended to read as follows:

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

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

1. Department collection vehicles and equipment providing service for residential-capacity containers such as automated carts weigh up to twenty-nine tons loaded and require an access route of a minimum of twelve feet wide to the container pickup location. Height clearance requirements are a minimum of fourteen feet.

2. In addition, the premises site must have adequate access to permit vehicle turn-around.

3. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.

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

1. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.

2. Absent prior approval, an accessible site shall require a paved street or alley, with at least twelve feet unobstructed width and without overhead obstructions to allow at least fourteen-foot overhead clearance.

3. Additionally, the access shall not be so steep as to preclude safe vehicle access, as determined by the director.

Section 10: That SMC section 13.02.0328 is amended to read as follows:

Section 13.02.0328 Overweight Commercial Container – Volume Overloading Containers Forbidden

A. Loading containers beyond volume or weight capacities is prohibited. Loading containers in a manner which is unstable or likely to cause damage to the collection vehicle, container, create a litter condition or impede collection is prohibited.

1. Overloading containers occurs when the container weight capacity is exceeded or when objects project outside the container.

2. In addition, loading shall be weight-centered in the base of the container.

3. Also, customers shall drain containers so that they are essentially liquid-free.

4. Not by way of limitation, an overload, cleanup or extra work fee may also be assessed for overloaded or improperly loaded containers.

5. If a container is overfilled, overweight, unevenly loaded, leaking, or otherwise unsafe to haul, the department has the right to decline collection until the customer has made all corrections and the department has determined that the container is safe to haul. Once the container has been serviced, additional charges may be assessed including, but not limited to, an overweight surcharge, a return trip, wait time, and/or labor as set forth under various provisions in SMC 13.02,

B. Customers are advised that the City has no on-site, immediate means of determining weights of filled containers at the pickup site and customers are responsible to familiarize themselves with the container weight limits set forth in this chapter, and to avoid overloading containers.

C. Overweight Commercial Container Surcharge.

1. For commercial containers, a rate surcharge of two hundred dollars is added to the regular bill to cover costs of equipment wear and tear from a customer overload.

2. In the event this occurs for a given account more than once in a twelve-month period, the surcharge is five hundred dollars per instance thereafter in the same twelve-month period.

3. If City equipment is actually damaged or the department incurs other costs or losses, they may be billed to the customer, with credit given for any amounts paid.

4. These costs are in addition to a charge for the cost of solid waste collection service to the container involved at the maximum applicable rate for said style of container.

5. The customer shall further be charged the cost of any tickets or any other fines or penalties which departmental vehicles receive as a consequence of being overloaded on the public right-of-way.

Section 11: That SMC section 13.02.0336 is amended to read as follows:

Section 13.02.0336 Residential Containers

A. Only premises generating solid waste of a nature and quantity typical for residential households are eligible for service with residential style automated carts.

1. If waste is business generated (i.e. daycare or at home business), at a residential property, the service may be considered commercial and billed accordingly.

B. Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

1. Automated Cart Service.

Automated carts are available in three sizes:

a. Thirty gallons (equivalent to a regular garbage can);

b. Sixty gallons (equivalent to two regular garbage cans); and

c. Ninety gallons (equivalent to three regular garbage cans).

C. A single-family residence may choose commercial dumpster service instead of a residential automated cart, subject to department approval. Commercial rates do not include recycling at no additional charge, therefore a residential customer utilizing a commercial dumpster will be charged for their recycling services in addition to their solid waste dumpster.

((~~C~~)) D. Recyclable materials carts have a sixty or ninety gallon capacity. Larger volume service may be furnished with larger commercial-capacity containers.

Section 12: That SMC section 13.02.0338 is amended to read as follows:

Section 13.02.0338 Commercial Containers

A. Premises not eligible for service with residential containers are served by commercial-capacity containers. All containers except compactor units are supplied by the department. Where premises generate more than sixty cubic yards per week, minimum size service is a rolloff container of twenty-cubic-yard capacity.

B. No more than three automated refuse carts are allowed at any one pickup site. If the customers' needs exceed this level, then, space permitting, minimum size service is a two-cubic-yard dumpster, with enclosure. In individual cases, the director may adjust this policy, by customer request.

C. Approved commercial containers are:

1. dumpster service, provided in capacities of one-, two-, three-, four-, ((~~and~~)) six-, <u>and eight</u> cubic-yard dumpsters. Dumpster design may be front loader or rear loader, depending upon the method of emptying the containers;

2. rolloff service, provided in capacities of twenty- and thirty-cubic-yards;

3. small compactor service. Customer purchases unit and container, from <u>one-</u> ((~~two-~~)) to four-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including compatibility with equipment safety limitations;

4. large compactor service. Customer purchases unit and container, from ten- to forty-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including road weight limitations;

5. recyclable containers. Commercial-service containers for separated recyclables are available in the same capacities as for general mixed-solid waste. The same general conditions apply as for general mixed-solid waste containers. <u>Commercial solid waste dumpster rates do not include recycling at no additional cost.</u>

Section 13: That SMC section 13.02.0352 is amended to read as follows:

Section 13.02.0352 Commercial Container Site Location Requirements

A. No permanent dumpster will be delivered until all conditions have been met.

1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer’s sole responsibility to obtain such approval, which should not be presumed.

a. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.

   a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director or designee before construction begins;

3. All damage caused by the site requirements not being met as stated in this section are the sole responsibility of customer and/or property owner.

B. General conditions to be met:

1. Container to be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers' sole risk.

   a. If customer generates food or putrescible wastes, conditions for a drain and running water requirements are listed in SMC Section 13.02.0322.

2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.

3. The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.

   a. The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.

   b. Each gate must include - some sort of latch mechanism to ensure both sides of the gate remain open during entry, dumping process and exit.

   c. Each gate must open more than 120 degrees for vehicle maneuvering.

   d. When gates are open, they cannot block lanes of travel, fire lanes, ADA parking stalls or aisles.

e. a sturdy, reliable backstop to prevent damage to back enclosure wall.

4. Customers must provide access and turning space for departmental vehicles. These requirements include:

    a. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.

        i. As used herein, the term “hammerhead” defines a backup pattern of a collection vehicle in the shape of the letter “T”;

    b. collection vehicle backup allowance requirement of fifty feet;

    c. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.

    d. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance and dump clearances of twenty-five feet.

        i. Customers are required to remove any vertical height lines or obstacles.

        ii. No overhang or roof extending over the enclosure.

        iii. all maneuvering must be done on site. No backing out onto streets.

5. An apron or curb cut must be available or provided for departmental use, provided at the customer’s expense.

    a. Department collection and delivery vehicles are not designed to “jump” curbs. Where such maneuver occurs as a result of customer failure to provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.

6. Nothing may be stored in the enclosure other than City-((~~owned~~)) <u>approved</u> containers.

    a. This includes waste oil/grease buckets, loose cardboard or pop and milk crates.

    b. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.

7. Customers responsible to maintain and clean their enclosure.

C. Enclosure dimensions for one to eight-cubic yard dumpster must meet the following requirements:

1. An enclosure to include one commercial container for refuse only must be twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet.

2. An enclosure to include one commercial container for refuse and to include up to three (3) 90-gallon recycling carts, must be seventeen feet wide by ten feet deep (interior dimensions) with a clear width opening of seventeen feet.

3. There are three options for enclosures with two commercial containers

a. Option A – An enclosure which is twenty feet wide by ten feet deep (interior dimensions) with a clear width opening of twenty feet

b. Option B – An enclosure which is twenty-five feet wide by ten feet deep (interior dimensions) with TWO clear width openings of twelve feet each.

c. Option C – Two separate enclosures which are twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet each.

D. If an enclosure is necessary for a roll off container or compactor, it must meet the following requirements:

1. An enclosure for a roll off container or compactor must have a minimum of a thirteen feet clear width opening.

a. The depth of the compactor enclosure would depend on the compactor purchased.

b. The depth for a roll off container must have a minimum of twenty-five feet.

2. A minimum of thirty inches of walking space must be provided on all sides.

3. Full length guide rails and a secure backstop is required. The department can provide standard specs. Please call (509) 625-7871 to obtain.

E. No temporary containers will be delivered until the following conditions are met:

1. Roll off containers can only be placed after an on-site inspection to ensure that space requirements are fulfilled.

    a. Generally, a container will not be placed in the street, in the parking strip, on the sidewalk, or in a handicap parking stall or fire lane.

    b. If a customer requires a temporary container to be placed in the street, an obstruction permit must be obtained from, and receipt confirmed by the engineering division or equivalent office at (509) 625-6999 prior to delivery.

    c. Container delivery vehicles cannot “jump” curbs.

2. Additional site conditions and requirements as outlined in Solid Waste Collection’s Temporary Dumpster Information, Special Instructions & Regulations, and Damage Release Form must be met. Conditions and requirements in listed documents are subject to change. A completed and signed Damage Release Form is required to be on file before temporary containers are placed.

Section 14: That SMC section 13.02.0354 is amended to read as follows:

Section 13.02.0354 Container Weight Limits

Maximum permissible container weight, meaning total gross weight of a loaded container, including the container and contents, in pounds is:

A. Residential.

1. Thirty-gallon automated carts: Two hundred fifty pounds.

2. Sixty-gallon automated carts: Two hundred fifty pounds.

3. Ninety-gallon automated carts: Two hundred fifty pounds.

B. Commercial.

1. One-cubic-yard dumpster: Five thousand pounds.

2. Two-cubic-yard dumpster: Five thousand pounds.

3. Three-cubic-yard dumpster: Five thousand pounds.

4. Four-cubic-yard dumpster: Five thousand pounds.

5. Six-cubic-yard dumpster: Five thousand pounds.

6. Eight-cubic-yard dumpster: Five thousand pounds.

((~~6~~)) 7. Twenty-cubic-yard rolloff: Twenty thousand pounds.

((~~7~~)) 8. Thirty-cubic-yard rolloff: Twenty thousand pounds.

((~~8~~))9. Small compactor, from one cubic-yard capacity up to six-cubic-yard capacity: Six thousand pounds.

((~~9~~))10. Large compactor, from ten- to forty-cubic yards: Twenty thousand pounds.

Section 15: That SMC section 13.02.0402 is amended to read as follows:

Section 13.02.0402 Recycling Containers to be Used

A. Containers for recycling-collection service must be approved by the director as sufficient and suitable to serve the generating premises needs, consistent with departmental operations and convenience. Approved containers are automated carts. The automated carts containing recyclable materials are a distinctive color (blue) from the carts used for general-mixed solid waste (brown or gray), and from the carts used for clean green yard waste (green). Larger volume customers may also use commercial-size containers upon approved arrangements with the department.

B. For residential-use premises, the department supplies one ninety gallon automated cart. Anyone requesting an additional cart will be charged an additional monthly rate.

Section 16: That SMC section 13.02.0404 is amended to read as follows:

Section 13.02.0404 Recycling – Residential-use Premises – Nonresidential-use Premises

A. The department is required to offer minimum levels of residential curbside recycling collection service to all residential-use premises, consistent with the requirements of chapter 70.95 RCW and the Spokane solid waste management plan, to encourage recycling and reduce the amount of waste generated.

1. ((~~For premises using residential style~~)) Residential premises using residential style automated carts, ((~~or equivalent service, a minimum recycling service of~~)) will receive one recycling cart ((~~is~~)) included with their service at no additional cost.((~~mandatory and will be charged whether or not used. This fee is already included in the basic monthly billing for regular solid waste service.~~))

a. This provision includes premises with four or less units using the residential style automated carts.

2. For premises with five or more multi-unit dwellings, an approved recycling container of greater volume may be required to be used, depending on the level of service need for the account, as determined by the director.

B. Nonresidential-use premises may choose to receive service with or without ((~~additional~~)) recycling. All customers are encouraged to participate in the department's recycling program.

1. In addition to participation in the residential recycling program, for nonresidential-use premises, the department offers reduced rates for recyclables.

C. Recyclable collection service for rolloff containers is charged as provided in SMC 13.02.0550.

Section 17: That SMC section 13.02.0500 is amended to read as follows:

Section 13.02.0500 Residential Service Schedule

A. Rates are stated for monthly billing, with once weekly collection of solid waste; once every two weeks collection of recycling.

B. Automated carts are billed on a per-each basis. Multiple carts will be dumped on the same day/same trip unless excepted by the director.

C. Where service is provided more frequently than weekly or customer requests additional pickup, monthly rate is multiplied by number of collections per week.

((~~D. For planned unit developments (PUD) or similar areas with free-standing residences billed as a single utility account as one customer, the level of service is set annually and billed thereafter in equal monthly installments. The monthly bill is established as follows:~~

~~1. All occupied residences are included as generating solid waste.~~

~~2. For purposes of this section, "occupied" means as stated in SMC 13.02.0300(A).~~

~~3. Each year in June, or other month as set by the director, a count of occupied residences is established by the department.~~

~~4. The number of automated carts determined necessary for an adequate service level is then set based upon the number of occupied residences, with a ten percent deduction to offset seasonal fluctuations.~~

~~5. This method recognizes that from month to month the number of actually physically occupied units may fluctuate within the entire PUD.~~

~~a. Because of the nature of the one customer account billing, however, no credit or offset in billing practices can be made for temporary vacancies.~~

~~b. The occupancy level for billing purposes is established annually.~~

~~c. Any adjustments are subject to the director's approval, provided no payments or adjustments are made with individual residences, considering the entire PUD account is billed as a single account.~~))

Section 18: That SMC section 13.02.0502 is amended to read as follows:

Section 13.02.0502 Residential Service Rates

A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.

1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-gallon automated cart.

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

Container pickup location is up to two feet from vehicle access point for automated service or six feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount		
	((~~2026~~))	2027	2028
20 gallon (Discontinued)	((~~$21.01~~))	$21.69	$22.40

30 gallon	((~~$24.96~~))	$25.96	$27.00
60 gallon	((~~$45.20~~))	$47.23	$49.12
90 gallon	((~~$66.01~~))	$68.16	$70.37

((~~D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of~~))

((~~2026~~))
((~~$5.85~~))

((~~E~~)) D. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount		
	((~~2026~~))	2027	2028
Container pickup location from collection vehicle access (in feet).			
2 feet (Automated) / 6 feet (Semi-automated) to 50 feet	((~~$19.98~~))	$20.63	$21.30
More than 50 feet to 100 feet	((~~$39.89~~))	$41.19	$42.52
More than 100 feet to 150 feet	((~~$59.81~~))	$61.75	$63.76
More than 150 feet to 200 feet	((~~$79.74~~))	$82.33	$85.01

((~~F~~)) E. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons and up to 85 pounds; items in excess of 30-35 gallons and more than 85 pounds will be charged a higher fee.

2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

Extras	((~~2026~~))	2027	2028
Additional items (per item)			
Adjacent service	((~~$5.85~~))	$6.04	$6.24
Rollout service	((~~$7.39~~))	$7.63	$7.88
Extra automated cart dumping charges			
30 gallon	((~~$6.25~~))	$6.45	$6.66

60 gallon	((~~$11.29~~))	$11.66	$12.04
90 gallon	((~~$16.50~~))	$17.04	$17.59
Contaminated recycling cart	((~~$16.50~~))	$17.04	$17.59
Contaminated yard cart	((~~$16.50~~))	$17.04	$17.59

((~~G~~)) F. Overloaded/Overweight/Oversize Containers.

1. Overloaded

   Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((~~2026~~))	2027	2028
((~~$5.85~~))	$6.04	$6.24

2. Overweight.

   For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

((~~2026~~))	2027	2028
((~~$5.85~~))	$6.04	$6.24

   a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.

   b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

((~~H~~)) G. No credit given for extra/additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 19: That SMC section 13.02.0504 is amended to read as follows:

Section 13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount		
	((~~2026~~))	2027	2028
Dumpster service			
1 cubic yard	((~~$134.03~~))	$142.07	$150.60
2 cubic yard	((~~$268.02~~))	$278.74	$289.89
3 cubic yard	((~~$402.07~~))	$410.11	$414.21
4 cubic yard	((~~$536.10~~))	$546.82	$552.29
6 cubic yard	((~~$804.12~~))	$820.20	$828.40
8 cubic yard		$956.90	$966.47
Dumpster lockbar for front-load dumpsters installation fee	((~~$134.76~~))	$139.14	$143.66

B. Extra permanent commercial container dumping charges

	2027	2028		
Extra commercial container dumping charges				
1 cubic yard	$31.98	$33.02		
2 cubic yard	$63.95	$66.03		
3 cubic yard	$95.93	$99.05		
4 cubic yard	$127.91	$132.06		
6 cubic yard	$191.86	$198.09		
8 cubic yard	$255.81	$264.12		

Section 20 That SMC section 13.02.0506 is amended to read as follows:

Section 13.02.0506 Commercial Service Rates – Rolloffs

A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department. In addition to haul fee and disposal tonnage, there is a monthly rental charge per container.

Monthly Rental	2027	2028
10 yard	$112.00	$115.64
20 yard	$122.00	$125.97
30 yard	$132.00	$136.29

B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

Pickup Hauling Fee	((~~2026~~))	2027	2028
Loose solid waste	((~~$190.97~~))	$200.52	$210.54
Compacted solid waste	((~~$225.96~~))	$237.26	$249.12

C. Minimum charge is one haul every 30 days whether container is hauled or not unless the director determines weekly service is necessary because of inclusion of putrescible materials.

D. When a request is made to retrieve an empty rolloff or a rolloff is removed/brought in without a disposal haul, a haul fee equal to 50% of the regular pickup haul fee will be charged. This does not waive any minimum rate or service charges that may have already accrued.

Section 21 That SMC section 13.02.0508 is amended to read as follows:

Section 13.02.0508 Commercial Container Service, Placement

A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.

2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((~~2026~~))	2027	2028
((~~$40.44~~))	$41.75	$43.11

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((~~2026~~))	2027	2028
((~~$40.44~~))	$41.75	$43.11

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((~~2026~~))	2027	2028
((~~$21.05~~))	$21.73	$22.44

D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 22 That SMC section 13.02.0510 is amended to read as follows:

Section 13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable haul fee and tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount		
	((~~2026~~))	2027	2028

Compactor service			
1 cubic yard	((~~$259.00~~))	$269.36	$280.13
2 cubic yard	((~~$518.01~~))	$538.73	$560.28
3 cubic yard	((~~$777.00~~))	$792.54	$800.47
4 cubic yard	((~~$1,036.00~~))	$1,056.72	$1,067.29
5 cubic yard	((~~$1,294.99~~))	$1,320.89	$1,334.10
6 cubic yard	((~~$1,553.97~~))	$1,585.05	$1,600.90

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes disconnecting any power, disconnection and securing any hydraulic lines, disconnecting drain lines, releasing and securing any turnbuckles, anchors or latches, and handles, and wheeling it into position for safe dumping by City equipment. If the unit is not properly prepared, the City may decline collection or prepare the compactor if it can be done safely. If the driver is unable to service the container as scheduled and must return later, a separate return trip fee will be accessed as provided for in SMC 13.02.0512.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

((~~2026~~))	2027	2028
((~~$40.44~~))	$41.75	$43.11

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

Special Compactor Services Requiring Extra Loading Time	((~~2026~~))	2027	2028
Minimum charge	((~~$13.50~~))	$13.94	$14.39
Per estimated 10 minute interval	((~~$13.50~~))	$13.94	$14.39

Section 23 That SMC section 13.02.0512 is amended to read as follows:

Section 13.02.0512 Return Trip Charges

A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,

2. have container at the required container pickup location,

3. have container at the required location at the required time, or

4. remove obstacles to department vehicle access

5. Return trips for late put out/missed driver are allowed for biweekly recycling if the customer has made the request by the close of business the day following collection; Requests after that day will wait for the next biweekly collection.

Return Trip Charges (Per Stop)	((~~2026~~))	2027	2028
Automated Cart	((~~$19.64~~))	$20.28	$20.94
Commercial container dumpster/recycling dumpster	((~~$40.44~~))	$41.75	$43.11
Commercial container rolloff	((~~$40.44~~))	$41.75	$43.11
Move cart for access	((~~$10.01~~))	$10.34	$10.67

B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handing needs, as determined by the City.

C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rolloffs.

D. No credit given for return trips if there is a picture on file as backup evidence of the charge(s).

Section 24 That SMC section 13.02.0514 is amended to read as follows:

Section 13.02.0514 Additional Charges for Commercial Containers

A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((~~2026~~))	2027	2028
((~~$44.21~~))	$45.65	$47.13

B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((~~2026~~))	2027	2028
Minimum charge	((~~$40.44~~))	$41.75	$43.11
Per estimated 15-minute interval	((~~$40.44~~))	$41.75	$43.11

C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

D. Special dumpster requests resulting in overtime to the department (i.e. weekends, after hours, etc) are not guaranteed and based on staff availability. Overtime, including minimum pay requirements, are based on bargaining unit agreements. Overtime is in addition to regular service charges.

E. No credit given for additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 25 That SMC section 13.02.0518 is amended to read as follows:

Section 13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((~~2026~~))	2027	2028
Front-Load & Rear-Load Dumpsters – per hour -(one hour minimum)	((~~$86.29~~))	$89.09	$91.99

Rolloff – per hour - (one hour minimum)	((~~$119.91~~))	$123.81	$127.83
30 gallon automated cart	((~~$16.82~~))	$17.37	$17.93
60 gallon automated cart	((~~$25.28~~))	$26.10	$26.95
90 gallon automated cart	((~~$33.69~~))	$34.78	$35.92

Customer will receive a clean, but no guarantee of new, cart when starting, changing service or paying for "cleaned" cart.

Cleaning/pressure washing will be changed an hour minimum for dumpsters and roll offs.

B. Refurbishment.

When a customer discontinues service or a container otherwise needs repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	((~~2026~~))	2027	2028
Cleaning & Prep – per hour	((~~$50.63~~))	$52.28	$53.98
Sandblasting – per hour	((~~$112.65~~))	$116.31	$120.09
Repair and Welding – per hour	((~~$107.59~~))	$111.09	$114.70
Paint – per hour	((~~$112.65~~))	$116.31	$120.09
Decaling and Striping – per hour	((~~$63.28~~))	$65.34	$67.46
Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour	((~~$63.28~~))	$65.34	$67.46
Rolloff hauling for refurbishment facility (round trip)	((~~$190.97~~))	$200.52	$210.54

The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 26 That SMC section 13.02.0520 is amended to read as follows:

Section 13.02.0520 Temporary Account

A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.

   1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	((~~2026~~))	2027	2028
Delivery charge	((~~$40.44~~))	$41.75	$43.11
Dumpster service for (3-6 cubic yard containers) Flat Daily Charge (Rental Fee)	((~~$3.24~~))	$3.35	$3.46
Dump Fee 3 Cubic Yard Containers	((~~$138.51~~))	$143.01	$147.66
Dump Fee 6 Cubic Yard Containers	((~~$277.05~~))	$286.05	$295.35
Rolloff Service – Flat daily charge (Rental Fee)	((~~$6.43~~))	$6.64	$6.86
Rolloff Service – Load haul fee (Per load)	((~~$190.97~~))	$200.52	$210.54
Rolloff Service – Weight fee as provided in SMC 13.02.0560.			

((~~Weight fee for Rolloff Service: As provided in SMC 13.02.0560.~~))

C. Temporary dumpsters are subject to all additional charges that permanent commercial containers are subject to as provided in 13.02.

((~~C~~)) D. Rental fee does not include Washington State sales tax.

((~~D~~)) E. Containers must be hauled every 30 days. Customer is responsible to make sure this requirement is met.

((~~E~~)) F. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 27 That SMC section 13.02.0522 is amended to read as follows:

Section 13.02.0522 Container Dump Requests

A. Phone (509) 625-7956 for temporary dump service and (509) 625-7955 for permanent dump service. Customers can also email dumpsteremptyrequest@spokanecity.org.

B. All requests for dumps require one business day advance notice.

C. While the department will always attempt to work within the customer's schedule, time of day requests cannot be guaranteed. Cutoff time to service change requests is 2 p.m. for next day service. Weekend request will be Tuesday or later. All requested service is based on operational availability.

D. A temporary container must be dumped at least once per month, except if a container contains food, vegetable, animal or other putrescible wastes, the City requires dumping at least weekly. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 28 That SMC section 13.02.0528 is amended to read as follows:

Section 13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.

2. Regular garbage collection vehicles are also called "packer" trucks because they operate with a compaction mechanism that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called "nonpacker" trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.

4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((~~2026~~))	2027	2028
Nonpacker, single-axle, truck, and driver	(($36.20))	$37.38	$38.59
Each extra person	(($~~30.15~~))	$31.13	$32.14
Tandem-axle truck, driver, and loader	(($~~50.29~~))	$51.92	$53.61

C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 29 That SMC section 13.02.0552 is amended to read as follows:

Section 13.02.0552 Recycling Rates – Nonresidential – Residential Premises with Five or More Multi-unit Dwellings Premises – Residential Premises Utilizing Commercial Containers -- Additional

A. The following rates apply to premises with five or more multi-unit dwellings where the director determines larger volume containers are needed.((~~In addition to the residential recycling program,~~)) Nonresidential customers or residential customers utilizing commercial containers, not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))

B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential, ((~~&~~)) Premises with Five or More Multi-unit Dwellings & Residences Utilizing	Monthly Amount

Commercial Containers			
	((~~2026~~))	2027	2028
Collection of single-stream recyclables			
30, 60, & 90 gallon cart (bi-weekly service)	((~~$22.62~~))	$23.36	$24.11
One cubic yard dumpster	((~~$47.16~~))	$48.69	$50.28
Two cubic yard dumpster	((~~$72.39~~))	$74.69	$77.12
Three cubic yard dumpster	((~~$108.57~~))	$112.06	$115.70
Four cubic yard dumpster	((~~$144.74~~))	$149.42	$154.28
Six cubic yard dumpster	((~~$217.13~~))	$224.18	$231.46
Loose Yardage			
One yard	((~~$64.02~~))	$66.10	$68.25
Two yards	((~~$89.20~~))	$92.10	$95.09
Three yards	((~~$125.39~~))	$129.47	$133.67
Four yards	((~~$161.58~~))	$166.83	$172.25
Five yards		$204.17	$210.81
Six yards	((~~$233.98~~))	$241.58	$249.44

C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

D. Extra dumping charges and extra loose yardage

1. Occasional, infrequent extra recycling material will be taken and charged additional. Loose material other than flattened cardboard must be in brown paper bags, cardboard boxes or bundled.

2. Regular extra recycling will require a service upgrade to a larger service category.

		2027	2028
Extra recycling container dumping charges			
30, 60 & 90 gallon cart		$3.44	$3.55
One yard		$16.55	$17.09
Two yard		$23.02	$23.77
Three yard		$32.40	$33.45
Four yard		$41.72	$43.08
Six yard		$60.41	$62.37
Extra loose yardage recycling charges			
One yard		$3.44	$3.55
Two yards		$16.55	$17.09
Three yards		$23.02	$23.77
Four yards		$32.40	$33.45
Five yards		$41.72	$43.08
Six yards		$60.41	$62.37

((~~D~~)) E. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((~~2026~~))	2027	2028
Single-axle truck and driver	((~~$34.96~~))	$36.10	$37.27
Tandem-axle truck driver	((~~$48.62~~))	$50.20	$51.83

((~~E~~)) F. The department retains any proceeds from sale of recyclables.

((~~F~~)) G. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable. If recycling is rejected at processer and needs to be hauled elsewhere, an additional fee applies for the partial second haul. The rate will be charged at 50% of a regular haul fee.

((~~G~~)) H. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 30 That SMC section 13.02.0554 is amended to read as follows:

Section 13.02.0554 Clean Green Yard Waste Collection

A. Any customer may apply to the department for collection of “clean green” yard waste. Participation is voluntary.

1. To be accepted as “clean green” yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products, such as uncoated paper plates and pizza delivery boxes, are acceptable.

2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.

3. Material may be bundled with rope or string next to the container not to exceed four feet in length.

4. Total gross cart weight may not exceed two hundred fifty pounds.

B. In addition to subsection (A) of this section, customers are cautioned that “clean green” yard material may not contain any of the following:

1. Sod (beyond small amounts).

2. Rocks.

3. Dirt.

4. Gravel.

5. Concrete.

6. Glass.

7. Metal.

8. Plastic.

9. Treated wood/bark.

10. Animal feces.

11. Paint residue.

12. Christmas or holiday decorations.

13. Non-compostable paper products.

14. Flocking.

15. Dimensional lumber.

16. Stumps/roots.

17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on the same day as the customer's regular solid waste collection. Service is weekly during the months of March through November; service is one week each month during December, January and February. The one week per month collection is generally the first full week of the month but subject to change. Service is provided only in ninety gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((~~2026~~))	2027	2028
Monthly	((~~$19.37~~))	$20.24	$21.15
Extra Dump	((~~$5.97~~))	$6.16	$6.36

Clean green yard waste carts that are out in the designated collection area during December, January, and February on non-collection weeks are assumed to be out for collection and will be charged an extra dump.

E. Yard waste cart packout charged at same rate as refuse (one half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

F. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((~~2026~~))	2027	2028

((~~$40.44~~))	$41.75	$43.11

if requested within twelve months of the initial delivery.

G. The minimum length of time that a customer may a request a clean green yard waste cart for is three months. If customer cancels service within the first three months, they will be subject to a charge equal to three months of service total and the container pick up fee as described in this subsection (F).

H. The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 31 That SMC section 13.02.0560 is amended to read as follows

Section 13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	((~~2026~~))	2027	2028
Per ton charge	((~~$152.60~~))	$160.23	$168.24
Minimum charge per vehicle	((~~$24.93~~))	$26.18	$27.49

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	((~~2026~~))	2027	2028
Per ton charge	((~~$152.60~~))	$160.23	$168.24
Minimum charge per vehicle	((~~$24.93~~))	$26.18	$27.49

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	((~~2026~~))	2027	2028
Per ton charge	((~~$274.27~~))	$287.98	$302.38
Minimum charge per vehicle	((~~$137.12~~))	$143.98	$151.17

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

((~~2026~~))	2027	2028
((~~$24.93~~))	$26.18	$27.49

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.

2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 32 That SMC section 13.2.0561 is amended to read as follows

Section 13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

((~~2026~~))	2027	2028
((~~$2.68~~))	$2.81	$2.95

Section 33 That SMC section 13.02.0562 is amended to read as follows

Section 13.02.0562 Compost

A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	((~~2026~~))	2027	2028
Per ton charge (then prorated by weight thereafter)	((~~$76.95~~))	$80.80	$84.84
Minimum charge per vehicle	((~~$8.19~~))	$8.60	$9.03

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 34 That SMC section 13.02.0563 is amended to read as follows

Section 13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	((~~2026~~))	2027	2028
Per ton charge (then prorated by weight thereafter)	((~~$198.86~~))	$208.80	$219.24
Minimum charge per vehicle	((~~$29.78~~))	$31.27	$32.83

B. Dedicated loads of waste tires will be accepted by appointment only.

C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 35: That there is adopted a new section 13.02.0564 to chapter 13.02 SMC to read as follows:

Section 13.02.0564 Refrigerant- Containing Appliances

The Waste to Energy Facility will charge a special handling fee for disposal of each appliance containing refrigerant, in addition to the regular garbage rate by weight. This includes refrigerators, freezers, air conditioners, and water coolers. All other appliances including dishwashers, microwaves, washers/dryers, stoves and ovens shall remain at the regular garbage rate.

For each refrigerator, freezer, air conditioner, or refrigerated water cooler delivered to Waste-to-Energy, the additional charge shall be:

	2027	2028
Fee per appliance	$30.00	$30.00

A. Acceptance of appliances is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of appliances in accord with policy or market conditions.

Section 36 That SMC section 13.02.0565 is amended to read as follows

Section 13.02.0565 Special Handling Waste Load Charges

Services at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, requires preapproval of the waste and an appointment. Any special fees associated with this type of disposal, as determined by the City, shall be in addition to the assessed tipping fee, based on weight.

A. For use of a loader or pallet jack for unloading at the Waste-to-Energy Facility (WTE) the charge shall be:

		2027	2028
Per minute	((~~$1.25~~))	$1.31	$1.38
Minimum charge	((~~$37.50~~))	$39.38	$41.34

B. For a missed appointment at the Waste-to-Energy Facility (WTE) the charge shall be (($100.00)) $200.00 per occurrence.

C. If late for an appointment at the Waste-to-Energy Facility (WTE) by more than thirty (30) minutes, the charge shall be ((~~$150.00~~)) $200.00 per occurrence.

D. Special handling appointment times are from 8:00 am through 2:30 pm, Monday through Friday. Appointments may be scheduled outside these specified times at the Waste-to-Energy Facility (WTE) and may be contingent upon available manpower or other factors. The charge for an after-hours appointment shall be:

		2027	2028
Per minute	((~~$5.50~~))	$5.78	$6.06
Minimum charge	((~~$330.00~~))	$346.50	$363.83

Section 37 That SMC section 13.02.0568 is amended to read as follows

Section 13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((~~2026~~))	2027	2028
((~~$40.60~~))	$42.63	$44.76

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.

1. The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five dollar ($5.00) lost card fee.

D. Use of scales for weighing only:

((~~2026~~))	2027	2028
((~~$24.93~~))	$26.18	$27.49

Section 38 That SMC section 13.02.0610 is amended to read as follows:

Section 13.02.0610 Penalty

Except where otherwise specified for violations of this chapter relating to single-family residential((~~ce~~)) service are class 2 civil infractions. All other violations are class 1 civil infractions with each day a new and separate violation. All infraction penalties are in addition to actual costs of clean-up or other services provided by the City. The City's Civil Infraction System can be found in SMC 01.05.

Section 39: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/16/2026		
Clerk's File #	ORD C36815		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATER-WASTEWATER RATE ORDINANCE FOR 2027 & 2028		

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for Water-Wastewater services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's wastewater and stormwater utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend Spokane Municipal Code Chapter 13.035 to be reflective of proposed water and wastewater capital charges.

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 proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	aalbinmoore@spokanecity.org

ORDINANCE NO. C36815

AN ORDINANCE relating to the water-wastewater annual rates for public utilities and services, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.035.500 to chapter 13.035 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1 That SMC section 13.035.0500 is amended to read as follows

Section 13.035.500 Water-Wastewater Capital Rates

A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.

B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month			
	((~~2026~~))	2027	2028
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	((~~$36.30~~))	$37.57	$38.88
Domestic user – Outside City	((~~$41.60~~))	$43.06	$44.57
Commercial User:			
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((~~$37.35~~))	$38.66	$40.01
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((~~$0.7834~~))	$0.8108	$0.8392
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((~~$42.79~~))	$44.29	$45.84
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((~~$1.5664~~))	$1.6212	$1.6779

Domestic user – In City – cost for additional multifamily unit		$36.25	$37.56
Domestic user – Outside City – cost for additional multifamily unit		$41.18	$40.76
Other services:			
PDA - Domestic User	(($~~36.30~~))	$37.57	$38.88
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	(($~~37.35~~))	$38.66	$40.01
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	(($~~0.7834~~))	$0.8108	$0.8392
PDA Water only Domestic User - Capital Charge	(($~~14.53~~))	$15.03	$15.55
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	(($~~14.94~~))	$15.46	$16.00
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~0.3133~~))	$0.3243	$0.3357
PDA Wastewater only Domestic User– Capital Charge	(($~~22.40~~))	$22.54	$23.33
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	(($~~22.40~~))	$23.20	$24.01
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~0.4700~~))	$0.4865	$0.5035
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	(($~~1.5664~~))	$1.6212	$1.6779
Non-domestic process water-wastewater capital rate (per thousand gallons)	(($~~53.70~~))	$55.58	$57.53
Septage charge (per thousand gallons)	(($~~53.69~~))	$55.57	$57.51
Water Service Only Domestic User-Capital Charge – In City	(($~~14.53~~))	$15.03	$15.55

Water Service Only Domestic User-Capital Charge – Outside City	(($~~$16.64~~))	$17.22	$17.83
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(($~~$14.94~~))	$15.46	$16.00
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~$0.3133~~))	$0.3243	$0.3357
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(($~~$17.13~~))	$17.72	$18.34
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(($~~$0.6266~~))	$0.6485	$0.6712
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	(($~~$0.4410~~))	$0.4564	$0.4724
Wastewater Service Only Domestic User – Capital Charge – In City	(($~~$22.40~~))	$22.54	$23.33
Wastewater Service Only Domestic User – Capital Charge – Outside City	(($~~$25.68~~))	$25.84	$26.74
Micro Apartment Unit Charge – Inside City	(($~~$21.78~~))	$22.54	$23.33
Micro Apartment Unit Charge – Outside City	(($~~$24.96~~))	$25.84	$26.74
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(($~~$22.40~~))	$23.20	$24.01
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~$0.4700~~))	$0.4865	$0.5035
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(($~~$25.68~~))	$26.57	$27.50

Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(($~~0.9397~~))	$0.9727	$1.0067
PDA – Domestic Use – Cost for additional multifamily unit		$36.25	$37.56
PDA - Water only Domestic User - Cost for additional multifamily unit		$14.50	$15.02
PDA - Wastewater only Domestic User - Cost for additional multifamily unit		$21.75	$22.54
Water Service Only Domestic User-Capital Charge – In City - Cost for additional multifamily unit		$14.50	$15.02
Water Service Only Domestic User-Capital Charge – Outside City - Cost for additional multifamily unit		$16.47	$16.30
Wastewater Service Only Domestic User – Capital Charge – In City - Cost for additional multifamily unit		$21.75	$22.54
Wastewater Service Only Domestic User – Capital Charge – Outside City - Cost for additional multifamily unit		$24.71	$24.46

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistance City Attorney

_____
Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026		
Clerk's File #	ORD C36937		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@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?** NO	
Agenda Item Name	ORDINANCE RELATED TO CHRONIC NUISANCE PROPERTIES		

Agenda Wording

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Despite laws relating to chronic nuisance properties, some property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane. This ordinance provides enhanced penalties for failure to abate chronic nuisance properties, designed give such property owners additional incentives to address the problems that their property is creating. The ordinance sets an effective date of January 1, 2027 or the date set by Section 19 of the City Charter, whichever is later.

What impacts would the proposal have on historically excluded communities?

To be determined

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?

To be determined.

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

To be determined

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?

Strengthens current laws on chronic nuisance properties.

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	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	
pdillon@spokanecity.org	vramos@spokanecity.org

ORDINANCE NO. C36937

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the Spokane City Council has determined property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane; and

WHEREAS, the City has determined that enhanced penalties will give such property owners additional incentives to address the problems that their property is creating, and that some property owners will never act responsibly unless their property is subject to such penalties and abatement procedures; and

WHEREAS, Chronic nuisance properties create a negative financial impact and strain upon City services by numerous calls for service from various City departments;

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain as follows:

Section 1. That section 10.68.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.020 Definitions

For purposes of this chapter, the following words or phrases shall have the meaning prescribed below:

A. "Abandoned property", for purposes of defining a chronic nuisance, means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals.

B. "Abate" means to repair, replace, remove, destroy, return to productive use, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.

C. "Abatement agreement" means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all

lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

D. "Chronic nuisance property" means:

1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or
2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times; or
3. any abandoned property where nuisance activity exists.

E. "Control" means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

F. "Drug-related activity" means any unlawful activity ((at)) on a property ((~~which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW~~.)) with evidence of unlawful drug-related activity, including, but not limited to, unlawfully manufacturing, delivering, selling, storing, or giving away (i) any controlled substance as defined in chapter 69.50 RCW, (ii) any legend drug as defined in chapter 69.41 RCW, or (3) any imitation controlled substances as defined in chapter 69.52. Issuance of a valid search warrant on two or more occasions within a 12-month period shall constitute a presumption that drug-related activity is occurring on the property. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.

G. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord

H. "Nuisance activity" means and includes:

1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:
    a. Litter and Rubbish
    b. Fire Hazard from Vegetation and Debris
    c. Any dangerous animal violations
    d. Fire Code Violations
    e. Alcohol beverage control violations, as defined in RCW 66.44.

f. General Nuisance

i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:

1. interferes with the comfort, solitude, health or safety of others; or
2. offends common sensibilities and senses by way of extreme noise, light or odor; or
3. obstructs or renders hazardous for public passage any public way or place; or
4. pollutes or renders less usable any watercourse or water body.

ii. maintaining or permitting upon any land:

1. refrigerator, freezer or other insulated container within which a child could suffocate;
2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;
3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;
4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;
5. an abandoned or vacant building, structure or part thereof not securely closed to entry;
6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or
7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances kept in such manner as to create a substantial risk of combustion or spread of fire.

2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:

((~~3~~)) a. Stalking

((~~4~~)) b. Harassment

((~~5~~)) c. Failure to disperse

((~~6~~)) d. Disorderly conduct

((~~7~~)) e. Assault including domestic violence assault

((~~8~~)) f. Reckless endangerment

((~~9~~)) g. Prostitution

((~~10~~)) h. Patronizing a prostitute

((~~11~~)) i. Indecent exposure

((~~12~~)) j. Lewd conduct

((~~13~~)) k. Any firearms or dangerous weapons violations

((~~14~~)) l. Noise

((~~15~~)) m. Loitering for the purpose of engaging in drug-related activity

((~~16~~)) n. Drug-related activity.

((~~17~~)) o. Gang-related activity, as defined in: RCW 59.118.030.

((~~18~~)) p. Any crimes of domestic violence.

((~~19~~)) q. .Any violation of any protection order.

((~~20~~)) r. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.

((~~21~~)) s. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault

((~~22~~)) t. Possession of stolen property

((~~23~~)) u. Trafficking in stolen property and/or criminal profiteering

((~~24~~)) v. Theft, trafficking, or unlawful possession of commercial metal property

((~~25~~)) w. Identity theft

((~~26~~)) x. Rendering criminal assistance

((~~27~~)) y. Possession of stolen vehicle

I. “Owner” means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

J. “Person” means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.

K. “Person associated with a property” means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.

L. “Person in charge” of a property means any person in actual or constructive possession or control of a property, including, but not limited to, an owner, occupant, agent or property manager of a property under his control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one-time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.

M. “Premises and property” may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

N. “Rental unit” means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.

Section 2. That section 10.68.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.040 Chronic Nuisance Property – Procedure

A. Chronic Nuisance Notice

1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or his designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.
2. The notice shall indicate the following:
    a. the street address or a legal description sufficient for identification of the property;

b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.

d. a demand that the person in charge respond to the chief of police or his designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;

e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or his designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.

3. Such notice shall be either:

a. personally served, or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property; <u>or</u>

<u>c. By posting the notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered.</u>

B. Requirement to Respond

A person in charge who receives notice pursuant to this section must, within ((~~ten~~)) <u>seven</u> days, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

C. Abatement Agreement/Approved Plan to Abate

1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or ((~~his~~)) <u>the chief's</u> designee to abate the nuisance within ((~~fifteen~~)) <u>seven</u> days of the issuance of the chronic nuisance notice.

2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:

a. The name and address of the persons in charge of the property;

b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;

c. A description of the nuisance activities and whether the property is abandoned;

d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Corrective action may include, but is not limited to:

1. Effective tenant screening, leasing and rule enforcement;
2. Implementing physical improvements for crime prevention;
3. Providing security for the property;
4. Evicting persons responsible for the nuisance activity; and
5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.

E. The City of Spokane shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

All corrective action must conform to state and local laws, including but not limited to RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

Section 3. That section 10.68.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.060 Commencement of Abatement Action – Enforcement

A. ((~~The matter~~)) Matters under this Chapter may be referred to the city attorney for review and a determination of whether to initiate legal action.

B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The

failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. If the superior court determines the property to be a chronic nuisance under this chapter the court ((~~may~~)):

1. May impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:

    a. vacation of the premises;

    b. closure and securing of the premises;

    c. removal of litter, rubbish and junk vehicles from the premises;

    d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;

    e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.

2. ((~~impose~~)) Shall award to the City its expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;

3. May impose a fine, civil penalty or award damages;

4. May order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;

5. May order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and

6. May award any other further relief deemed appropriate by the court.

D. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity.

2. The financial condition of the person in charge.

3. Any known mental or physical disabilities of the person in charge.

4. The repeated or continuous nature of the nuisance activity.

5. The statements of the neighbors or those affected by the nuisance activity; and

6. Any other factor deemed relevant by the court.

E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.

F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

I. Interference. Any person who knowingly hinders, delays or obstructs any City employee or other persons acting on direction of the City in the discharge of their official powers or duties in abating a nuisance under this chapter, shall be guilty of a misdemeanor punishable by imprisonment not exceeding ninety (90) days and/or a fine not to exceed one thousand dollars.

Section 4. 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 5. 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 6. Effective Date. This ordinance shall be effective on that date which is the later of January 1, 2027 or that date set forth under Section 19 of the Spokane City Charter.

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:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/15/2026		
Clerk's File #	ORD C36944		
Cross Ref #			
Project #			
Submitting Dept	PURCHASING & CONTRACTS	**Bid #**	
Contact Name/Phone	JASON 232-8841	**Requisition #**	
Contact E-Mail	JNECHANICKY@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	ORDINANCE AMENDING SMC 07.06 AS IT RELATES TO CITY CONTRACTS		

Agenda Wording

An ordinance updating SMC 07.06.060, 07.06.260 and 07.06.262 modernizing language and adjusting thresholds for the execution of City contracts.

Summary (Background)

The language contained in the above mentioned SMC sections have not been significantly updated since 2018. This ordinance seeks to correct a few elements in SMC that create administrative challenges, clarify language to enhance compliance and update threshold to reflect changes in expenses levels since 2018.

What impacts would the proposal have on historically excluded communities?

Since the City contracts with various segments of society it is possible that changing the process could affect contract award. The process has been reviewed and it is the opinion of the Director of Purchasing & Contracts that the impact to award will be negligible.

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 City has embarked in efforts to improve data collected in the contracting process to better understand the impact to the above mentioned groups.

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

No data will specifically be generated by this action.

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?

Updating language in SMC will help with clarity in administrative processes. It does not address the other plans noted above.

Council Subcommittee Review

Not applicable

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

Narrative

Does not affect the budget

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	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
purchasing@spokanecity.org	jstratton@spokanecity.org
amcdaniel@spokanecity.org	mboston@spokanecity.org
mboston@spokanecity.org	

ORDINANCE NO. 36944

An ordinance related to administrative contracts and their execution; amending sections of Chapter 07.06 Article I and III of the Spokane Municipal Code.

WHEREAS, the City charter directs the execution of contracts in the name of the Mayor under the direction of the city council; and

WHEREAS, the City Council recognizes the benefit of delegating smaller value contracts and contract execution to the administration; and

WHEREAS, this proposed ordinance where appropriate seeks to simplify and update thresholds accordingly as well as update language that provides better clarity for compliance and aligns language to more common used terms.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.060 ((~~"Minor Contract"~~)) <u>Administrative Contract</u> Defined

A. An "administrative contract" means is a contract that involves a net revenue or expense <u>totaling seventy-five thousand dollars ($75,000) or less,</u> (excluding sales tax and state filing fees) ((~~of thirty-five thousand dollars or less within a twelve-month period, and is of a routine nature, provided that the total expense (excluding sales tax and state filing fees) does not exceed a total of one hundred thousand dollars over the term of the contract (not including renewals); or~~))

B. ((~~housekeeping change or clarification to a contract that does not affect a material term or condition.~~)) <u>Multi-year contracts shall not exceed the threshold identified in subsection A of this section within a twelve (12) month period, calculated from the effective date of the contract.</u>

<u>C. An administrative contract shall not exceed five (5) years/sixty (60) months in duration, including renewals, or extensions.</u>

((~~Effective the first of January of 2002 and the first of January of each year thereafter, the thirty-five thousand dollar limit shall be adjusted by an amount equal~~

~~to one hundred percent of the average of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one hundred thousand dollars.~~))

((~~Effective the first of January of 2006 and the first of January of each year thereafter, the one hundred thousand dollar limit shall be adjusted by an amount equal to one hundred percent of the average of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one thousand dollars.~~))

Section 2. That section 07.06.260 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.260 ((~~Minor Contracts~~)) <u>Administrative Contracts</u> – Execution

A. The City Council hereby directs and authorizes the Mayor<u>, or designee,</u> to execute ((~~minor~~)) contracts <u>that meet the administrative contract definition (SMC 07.06.060)</u> without individual approval of each contract by the City Council.

B. The City Clerk is authorized to attest such signatures.

C. The Mayor<u>, or designee,</u> may, upon ((~~his or her~~)) <u>their</u> own volition, place any specific administrative contract on the <u>Council</u> agenda for individual council authorization as ((~~he or she~~)) <u>they</u> may see fit.

D. Contracts <u>that are required by statute or policy to be awarded through a formal public solicitation process must receive</u> ((~~which were publicly bid require prior~~)) City Council approval.

E. ((~~Each minor contract shall specify the end date, and in no event shall a minor contract have a duration longer than two (2) years.~~))

Section 3. That section 07.06.262 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.262 Change Orders – Contract Amendments

A. <u>For contracts previously approved by City Council,</u> ((~~T~~))<u>t</u>he Mayor<u>, or designee,</u> may authorize, by change order or contract amendment, aggregate increases of up to ten percent (10%) of the total contract dollars per contract, not to exceed one

hundred thousand dollars ($100,000)((~~, upon verification by the Chief Financial Officer or their designee that funds are available~~)).

B For contracts, at their execution, approved as an administrative contract, the Mayor, or designee, may authorize, by change order or contract amendment increases up to, but not exceeding the administrative contract threshold established in SMC 07.06.060

C((~~B~~)) Notwithstanding subsection (A) of this section, the City Council hereby directs and authorizes the Mayor to delegate approval/signature authority for change orders where a pre-approved administrative reserve has been established without individual approval of each change order by the City Council.

D All change orders require verification by the Chief Financial Officer, or their designee, that funds are available.

E All percentage and dollar thresholds established in this section shall be calculated exclusive of applicable sales tax.

F Clerical amendments, including but not limited to housekeeping changes or clarifications to a contract that does not affect a material term or condition, may be executed in accordance with administrative policy for contracts.

Section 4. 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 5. 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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	8/4/2026
Clerk's File #	ORD C36948
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	SARAH DIXIT 625-6275		
Contact E-Mail	SDIXIT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF		

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities.

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budget in all our communities with a specific call out for 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 ordinance includes reporting requirements. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI.

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?

Follows the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal			
For the Mayor			

Distribution List	
jhaynes@spokanecity.org	amcdaniel@spokanecity.org
bwilkerson@spokanecity.org	sdixit@spokanecity.org
agibilisco@spokanecity.org	

ORDINANCE NO. C36948

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity;" and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies, and programs that serve as barriers to equality of opportunity; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and;

WHEREAS, one example of inequitable health disparity in Spokane is the 13.6-year life expectancy gap between the residents of Riverside and East Central neighborhoods, whose life expectancy is 71.2 years, the life expectancy of the residents of the Manito neighborhood, which is 84.8 years; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making process by collaborating with City Council and administration leadership, and further, to ensure that race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability (as defined by Americans with Disabilities Act and/or that Washington State Law Against Discrimination), do not predict or hinder one's opportunities for success; and

WHEREAS, to accomplish the foregoing goals, it is essential to embed those principles in the City's long-term planning and budgeting processes by ensuring equity is applied as a process and focused on outcomes, by requiring data-driven decisions and by centering communities most impacted by disparities; and

WHEREAS, equitable budgeting creates a more transparent budgeting process with clear measurable goals for departments; and

WHEREAS, equitable budgeting is focused on five key metrics which are: Disparity & Harm Reduction, Improve Data Collection & Use, Increase Community Education & Transparency, Engage Community, Establish Collaborative Funding Streams—all of which create a fairer and more efficient budget; and

WHEREAS, this ordinance would modernize the city's budgeting process, creating a more accountable budget; and

WHEREAS, members of the Equity Subcommittee presented to Spokane City Council Finance and Administration Committee on May 28, 2026 and made a recommendation to City Council to adopt an Equitable Budgeting Ordinance;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.01B.021 of the Spokane Municipal Code is amended to read as follows:

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the city of Spokane through public education and outreach.

B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.

C. <u>The Office of Civil Rights, Equity, and Inclusion implements the requirements for Language Access in Municipal Proceedings as outlined in Chapter 18.11 of the Spokane Municipal Code.</u>

D. The Office of Civil Rights, Equity, and Inclusion assists City departments in the development of, and compliance with, the equitable budgeting provisions in Chapter 18.13 of the Spokane Municipal Code.

Section 2. That there is enacted a new chapter 18.13 to Title 18 of the Spokane Municipal Code to read as follows:

18.13 Equitable Budgeting

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

18.13.020 Definitions

18.13.030 Directive to Identify Community Impacts; Equity Plan

18.13.040 Implementations and Milestones

18.13.050 Equitable Budgeting Outside the Annual Budgeting Process

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Spokane has commitment to livability and sustainability, yet not all people, families and neighborhoods share this experience. Local data show that people of color, people with disabilities and people from low-income backgrounds fare worse than many other city residents in areas like educational attainment, income, health outcomes and housing affordability and quality. Centering equity, racial justice in policy, budgeting and program development is a strategic necessity for addressing these gaps in income, health and safety outcomes, housing affordability and accessibility, and is essential to strengthening Spokane's overall livability and long term resilience.

18.13.020 Definitions

A. "Annual budgeting process" means the creation of departmental budgets and funding requests as a part of the biennial budget creation and mid-biennial budget adjustments.
B. "Community Impact Equity Plan" means a multi-year strategic plan aiming to achieve equity and racial justice in City policies and budgeting.
C. "Equity" means outcomes and processes that result in fair and just access to opportunity and resources for all Spokane residents.
D. "Equitable Distribution" means a fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative accessibility, livability, education, economic

mobility, and environmental health impact analysis.

E. "Equity subcommittee" means that ad hoc subcommittee of the City Council established pursuant to City Council Resolution 2021-0098, as modified and supplemented from time to time.

F. "Historically underserved communities" describes groups that have been disproportionately harmed by systemic inequities, discrimination, and exclusionary policies based on race, sex, gender, people with disabilities, geography, and income.

G. "Racial justice" means the elimination of racial inequality and advancement of collective prosperity for communities that have been most negatively impacted because of their race or ethnicity.

18.13.030 Directive to Identify Community Impacts; Equity Plan

A. City departments shall identify at least one Key Performance Index (KPI) to mitigate or eliminate the negative impacts of reductions and re-appropriations on historically underserved communities.

B. Departments must conduct a yearly equity assessment, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion (OCREI),to inform and support the departments' consideration of historically underserved communities when making funding requests during the annual budget process and to assist the department with the equitable distribution of the services provided to city residents;

C. No later than January 1, 2028, and with the assistance of the Office of Civil Rights Equity and Inclusion OCREI, all departments shall create a multi-year Community Impact Equity Plan and provide annual, public progress updates each year alongside the budget process. The Community Impact Equity Plan shall include, at a minimum, the following elements and information:

   1. In collaboration with the Finance and Administration Division, a process for obtaining relevant departmental data and information to be included in the City proposals for biennial budget adoption and modification, and produce and publish reports to the Mayor, City Council, and members of the public;

   2. A process for City departments to work with the finance department to define and fulfill measurable, achievable KPIs that reduce harm, address disparities and improve data collection;

   3. Written annual status and progress reporting of City departments' equity action plans as part of the City's budget process each fiscal year;

   4. Annual requirements and opportunities for department heads to undergo equity, racial justice training and education sufficient to define and

implement a defined vision for their respective departments;

5. Identification of collaborative measures with community stakeholders and other City departments to ensure complete and comprehensive data relating to equitable impacts of City policies and budgeting processes, including, but not limited to:
    a) Collaboration with Community Human Housing Services Division and Grants Management to secure relevant research and data,
    b) Collaboration and consolidation of relevant research and analysis,
    c) Joint applications for federal, state and philanthropic resources,
    d) Joint development and implementation of tools, platforms and best practices that identify factors such as accessibility, livability, environmental, health, economic, and racial equity impact assessments.
    e) Joint development and implementation of community education and community participation in the city budget process.
    f) The Equity subcommittee can advise on policy issues pertaining to equitable budgeting, in addition in supporting technical assistance in data and research, and community engagement efforts as capacity allows.

18.13.040 Implementations and Milestones

A. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget, all City departments shall include an equity plan developed with the Office of Civil Rights Equity and Inclusion (OCREI). The equity plan shall be based on KPIs that departments developed in the preceding year in collaboration with the OCREI and equity subcommittee. To aid in the development of this plan, City Division Directors and Department Directors shall undergo sufficient equity training and education using existing equity training programs recognized by the OCREI.

B. Following the creation and adoption of an equity plan in the 2028-2029 mid-biennial budget, all city departments shall include an updated equity plan in their annual budgeting process. Updates to the equity plan shall include data from the previous year's KPIs.

C. Commencing June 1, 2028, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

18.13.050 Equitable Budgeting Outside the Annual Budgeting Process

A. If departments bring a Special Budget Ordinance (SBO) for council's approval that is greater than or equal to 10% of the department's annual budget, the SBO shall include the following:
    1. at least one KPI to mitigate or eliminate the negative impacts of reductions or re-appropriations on historically underserved communities.
    2. An equity assessment, or fast track equity assessment if necessary, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion.

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

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 09/22/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/16/2026
		Clerk's File #	ORD C36949
		Cross Ref #	
Council Meeting Date: 10/14/2026		**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)	KKLITZKE PDILLON KTELIS		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC SAFETY FUNDING PROGRAM - SALES TAX ORDINANCE		

Agenda Wording

An ordinance implementing the state Public Safety Funding Program; adopting a 0.1% local option sales and use tax as provided for in RCW 82.14.345 to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness; adopting a new Chapter 08.07F to Title 08 of the Spokane Municipal Code.

Summary (Background)

The City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program, which includes a grant program and a 0.1% sales tax dedicated to criminal justice purposes. The Washington State Legislature adopted ESHB 2015, codified as RCW 82.14.354, providing cities and counties that meet best practice policy and training requirements with funding mechanisms to improve community safety. ESHB 2015, codified as RCW 82.14.345, authorized a local councilmanic option of one-tenth of one percent sales and use tax to be enacted by a council legislative act. The local sales and use tax revenue must be spent on criminal justice purposes, pursuant to RCW 82.14.345(5) (a) (i-vii), which defines Criminal justice purposes to mean activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs. This ordinance will become effective on January 1, 2027.

What impacts would the proposal have on historically excluded communities?

The revenue generated from this ordinance will help establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness. Please see the supplemental agenda document.

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 is collected and analyzed by multiple divisions and departments, including the Office of Emergency Management, Spokane Police Department, Spokane Fire Department, and SUN 911. Please see the supplemental agenda document.

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

Data is collected and analyzed by multiple divisions and departments, including the Office of Emergency Management, Spokane Police Department, Spokane Fire Department, and SUN 911. Please see the supplemental agenda document.

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?

RCW 82.14.345 Safe and Healthy Spokane Task Force City of Spokane's Comprehensive Plan – CFU Joint Use of Public Sites City of Spokane's HOME Starts Here Initiative – Healthcare System City of Spokane's HOME Starts Here Initiative – Multidisciplinary Engagement

Council Subcommittee Review

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

Narrative

This ordinance will become effective on January 1, 2027.

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

Funding Source	Recurring
Funding Source Type	Taxes

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	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36949

An ordinance implementing the state Public Safety Funding Program – Sales Tax; adopting a 0.1% local option sales and use tax as provided for in RCW 82.14.345 to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness; adopting a new Chapter 08.07F to Title 08 of the Spokane Municipal Code.

WHEREAS, the City of Spokane seeks to establish a Community Safety Campus to consolidate disparate community safety functions and serve as a central hub where community members can easily navigate court obligations and stabilizing services; and

WHEREAS, the City of Spokane is integrating mental health professionals into the 911 response system (SUN 911) to ensure residents experiencing behavioral health crises can receive the appropriate care, while allowing police, firefighters, and other first responders to focus on situations that require their expertise; and

WHEREAS, the City of Spokane seeks to strengthen the City's Emergency Management program by improving preparedness and emergency response, improving safety for residents and first responders through improved mapping, evacuation planning and exercises, and community preparedness training; and

WHEREAS, the Washington State Legislature adopted ESHB 2015, codified as RCW 82.14.354, providing cities and counties that meet best practice policy and training requirements with funding mechanisms to improve community safety; and

WHEREAS, ESHB 2015, codified as RCW 82.14.345, authorized a local councilmanic option one-tenth of one percent sales and use tax to be enacted by a council legislative act; and

WHEREAS, the local sales and use tax revenue must be spent on "criminal justice purposes," pursuant to RCW 82.14.345(5) (a) (i-vii), which defines "Criminal justice purposes" to mean activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs; and

WHEREAS, the Spokane Police Department meets the eligibility requirements of the Local Law Enforcement Grant, and the City of Spokane meets the requirements for adopting the local sales and use tax authorized by RCW 82.14.345, as approved by the Washington State Criminal Justice Training Commission;

WHEREAS, the City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program – Sales Tax authorized by RCW 82.14.345.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.07F	Sales and Use Tax for Criminal Justice Purposes
08.07F.010	Imposition of Sales and Use Tax for Criminal Justice Purposes
08.07F.020	Effective Date
08.07F.030	Reporting

Section 08.07F.010 Imposition of Sales and Use Tax for Criminal Justice Purposes

A. There is imposed an additional local sales and use tax as authorized by RCW 82.14.345 upon every taxable event as defined in chapter 82.14 RCW, occurring in the city of Spokane. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to chapter 82.08 and 82.12 RCW.

B. The rate of tax imposed by this section shall be one-tenth of one percent (0.1%) of the selling price or value of the article used, as the case may be.

C. The City shall use the revenue imposed under this section solely for programs and activities with “criminal justice purposes” as defined in RCW 82.14.345.

Section 08.07F.020 Effective Date

A. The effective date of the sales and use tax authorized by RCW 82.14.345 and this chapter shall be January 1, 2027.

B. The City shall notify and submit this executed ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed and authorized by this chapter.

Section 08.07F.030 Reporting

The City shall, within one calendar year of imposition of the tax and annually thereafter, make a report to the Association of Washington Cities on how the moneys received from the tax were expended consistent with RCW 82.14.345.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

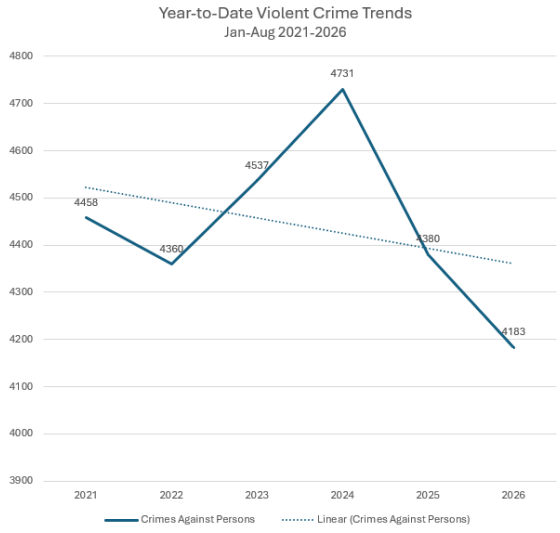
_____
Effective Date

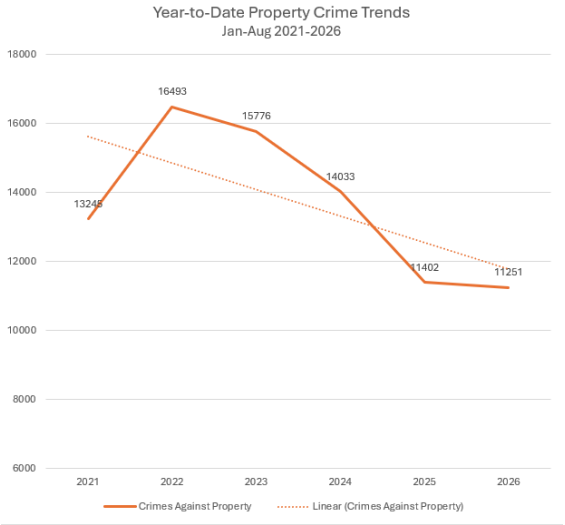
INVESTING IN A SAFER, MORE COORDINATED AND PREPARED COMMUNITY

I. Community Safety Achievements

The City of Spokane has made significant strides toward improving public safety in recent years, including:

- Nearly 20% reduction in property crime since 2024;
- Approximately 12% reduction in violent crime since 2024;
- Increased staffing across public safety departments, bringing police and fire to their highest staffing levels in the past decade;
- Reestablishment of the Neighborhood Resource Officer Program;
- Reestablishment of the Traffic Safety Unit;





- Expanded crisis outreach (Behavioral Response Unit, Homeless Outreach Teams);
- Expanded opioid interventions (expanded sobering beds, increased clinical capacity with SFD's CARES, culturally responsive treatment with community partners, Neonatal Abstinence Syndrome treatment at Maddie's Place);
- Creation of a daytime navigation center with transportation (2025) and expansion of hours (2026). The navigation center includes on-site mental health care, addiction treatment, housing placement, employment services, and primary care services.

- Increases in successful exits from the homeless system to stability:
    - 32% increase in individuals exiting to permanent housing
    - 85.7% increase in individuals exiting emergency shelter to permanent housing
    - 54% increase in individuals exiting permanent supportive housing to permanent housing
    - 43% decrease in returns to homelessness

These markers demonstrate that investments and efforts are moving in the right direction and provide a strong foundation for continuing to build a safer, more coordinated, and prepared community.

II. Community Safety Priorities

Safety is more than an emergency response. A safer Spokane means having the right people in the right place, at the right time. This is only possible by preparing before emergencies happen, responding appropriately when people are in crisis, and building a system where public health and community safety partners can seamlessly work together.

The City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program, which includes a grant program and a 0.1% sales tax dedicated to criminal justice purposes.

The Public Safety Funding Program, provided to cities and counties by the Washington State Legislature via House Bill 2015, was a legislative priority of the Association of Washington Cities with bipartisan support, and has been adopted by more than 25 jurisdictions including Tacoma, Vancouver, Bellingham, and Pullman. It creates two funding mechanisms for local jurisdictions: (1) a grant administered to law enforcement agencies through the CJTC and (2) a councilmanic .1% sales and use tax.

The sales tax may be used to:

- Support co-response teams, including peer counselors and clinicians;

- Cover required training, including crisis intervention and trauma-informed practices; and

- Hire new entry-level law enforcement officers

The Spokane Police Department recently received the $3.4 million Public Safety Funding Program Grant to support analytics and establish a new overnight outreach partnership with Peer Washington.

III. Where the New Public Safety Funding Program – Sales Tax Investments Will Go:

1. Community Safety Campus:

The City of Spokane's proposed Community Safety Campus is designed to serve as a central hub where community members can easily navigate court obligations and stabilizing services. The campus will centralize police administration, judges, prosecutors, public defenders, pre-trial services, and probation, which are currently dispersed across four different buildings. Importantly, the campus will incorporate treatment providers and case managers, serving as a justice navigation center.

The proposed Community Safety Campus is a direct reflection of the Safe and Healthy Spokane Task Force's recommendation, bringing coordinated justice and public safety services together to create a more effective, connected system of stabilization. It also represents a smarter use of taxpayer dollars by consolidating facilities and resources rather than continuing to invest in fragmented infrastructure.

2. Mental Health Clinicians in 911:

As the City of Spokane moves forward with the creation of its own 911 response system (SUN 911), the City will integrate mental health clinicians into dispatch, a model that has proven to be effective in Houston, Texas, and Tucson, Arizona. The City secured a federal earmark of $1 million to begin this process, but the Public Safety Funding Program – Sales Tax will sustain this federal investment. When dialing 911, callers will be asked if they need a police, fire, or mental health response. Integrating mental health professionals into dispatch ensures residents experiencing behavioral health crises can receive the appropriate care, while allowing police, firefighters, and other first responders to focus on situations that require their expertise.

3. Crisis Response Model:

The work of the Spokane Police Department's Behavioral Health Unit (BHU), the Spokane Fire Department's Behavioral Response Unit, and the Homeless Outreach Teams have culminated in improved outcomes for those in crisis, while freeing up public safety resources to focus on urgent crimes. The Homeless Outreach Teams have responded to 5,926 requests for service since October 2025, and 64% of the individuals exiting from the project move into permanent, temporary, or emergency shelter beds. Meanwhile, between January 1, 2026, and August 31, 2026, the BHU responded to 2,181 calls for service. They diverted 98% of these calls away from the jail.

The Police Department's new partnership with Peer Washington, funded through HB 2015 Law Enforcement Grant, will expand capacity for proactive intervention and a swift peer-based response, reducing unnecessary police dispatch and repeated contacts. Current response and outreach teams only operate during business hours. This new partnership will expand services until midnight, drastically extending coverage.

4. Emergency Management:

The Spokane Complex Fire highlighted the importance of strong emergency management. The Public Safety Funding Program – Sales Tax will strengthen the City's Emergency Management program by improving preparedness and emergency response, improving safety for residents and first responders through improved mapping, evacuation planning and exercises, and community preparedness training.

IV. Cost Savings for Taxpayers:

Instead of paying to respond to problems after they occur, Spokane is prioritizing prevention, coordination, and infrastructure, which ultimately reduces long-term costs.

- By investing in a more coordinated and prepared system, Spokane can prevent problems from escalating into more interventions, including:
    - Unnecessary jail stays;
    - Repeated emergency responses; and
    - Other downstream costs

- The City's Community Safety Campus provides an opportunity to eliminate costly leases by bringing criminal justice services together into a City-owned facility.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/16/2026
Clerk's File #	ORD C36950
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS		
Contact Name/Phone	MARLENE FEIST 509-625-6505		
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE CREATING CLIMATE COMMITMENT ACT COMPLIANCE FEES		

Agenda Wording

The City of Spokane Public Works Division is proposing the creation of a new section of the Spokane Municipal Code adopting fees to be utilized for purchasing carbon allowances for compliance under the Climate Commitment Act.

Summary (Background)

Per RCW 70A.65.137, the Waste to Energy Facility is required to be a registered entity under the Climate Commitment Act and purchase carbon allowances to offset its emissions. The cost of these allowances is estimated to be $3 Million/year. To generate this revenue, a $2.75/month fee will be applied to all solid waste residential accounts, $9.00/month to Commercial Accounts, and a $9.00/haul fee applied to Commercial Roll Off Accounts in 2027 and 2028. This ordinance will adopt a new section 13.02.0529 to chapter 13.02 of the Spokane Municipal Code identifying these fees.

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 proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	aalbinmoore@spokanecity.org

ORDINANCE NO C36950

AN ORDINANCE relating to the annual rates for utilities and the Climate Commitment Act, adopting a new section 13.02.0529, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane utilizes waste-to-energy as a key component of its comprehensive solid waste management system, which provides disposal for 250,000 tons of municipal solid waste annually while generating enough electricity to power 13,000 homes; and

WHEREAS, a 2024 Department of Ecology lifecycle assessment study compared Spokane's WTE facility to three regional landfills, and using a 20-year Global Warming Potential, the WTE provides the greatest net reduction in GHG emissions compared to landfills; and

WHEREAS, nonetheless, the waste-to-energy system remains the only municipal solid waste system in the state of Washington that is subject to the Climate Commitment Act "Cap and Invest" costs, with compliance obligations under the CCA to begin in 2027; and

WHEREAS, in 2026, the Legislature passed and the Governor signed HB 2416, which supports the City's Waste to Energy Facility by reducing costs associated with Climate Commitment Act compliance for the Waste to Energy Facility by about $14 million over the next four years; and

WHEREAS, despite this positive action, the City estimates it will need to pay CCA compliance costs totaling about $3 million a year for 2027 and 2028; and

WHEREAS, the City's Solid Waste Utility has no choice but to raise funds from its ratepayers to cover the costs of compliance; and

WHEREAS, spreading out the costs over residential and commercial customers is the most equitable way to address this need; and

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That there is adopted a new section 13.02.0529 to chapter 13.02 SMC to read as follows:

Section 13.02.0529 – Washington State Climate Commitment Act Compliance Rates

A. In order for the City to meet the requirements of the Climate Commitment Act in RCW 70A.65.137, the City hereby imposes a special fee on each solid waste customer in accordance with sub section B.

B. Climate Commitment Act Compliance Rate applies to all solid waste customer accounts as follows:

Special Climate Commitment Act Fee	2027	2028
Residential Account	$2.75/month	$2.75/month
Commercial Account	$9.00/month	$9.00/month
Commercial Roll Off Account	$9.00/haul	$9.00/haul

C. Revenues collected under this Ordinance shall be deposited into a separate account for the City's compliance with the Washington State Climate Commitment Act compliance obligations.

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistance City Attorney

_____
Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/07/2026

Date Rec'd	9/16/2026
Clerk's File #	OPR 2026-0171
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	MATT BOSTON X6820
Contact E-Mail	MBOSTON@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	AMENDMENT TO THE FOSTER AND GARVEY PC CONTRACT

Agenda Wording

This amendment will add $50,000 to the existing Foster & Garvey PC contract which provides legal services and advice to the City regarding planning and land use issues.

Summary (Background)

The City is requiring additional legal services regarding planning and land use issues as it evaluates a possible building purchase.

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?	NO
Total Cost	$ 50,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 50,000	# 0020-88100-18900-54105-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reallocation

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	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mboston@spokanecity.org	sneal@spokanecity.org
william.lenz@foster.com	

City Clerk's No. OPR 2026-0171

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **City of Spokane**, a Washington municipal corporation (the "City"), and **Foster Garvey, PC.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 (the "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 and advice to the City regarding Planning and Land Use issues, 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 18, 2026 and February 19, 2026, 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 **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, 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 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.

FOSTER GARVEY, PC

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

Attachments that are part of this Agreement:

N/A

26-261

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2026

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 N/A Insurer: Attorneys' Liability Assurance Society Ltd., A Risk Retention Group (ALAS) 10 South Riverside Plaza, Suite 1100 Chicago, IL 60606	CONTACT NAME: J. Michael Hearon PHONE (A/C, No, Ext): (312) 697-6900 FAX (A/C, No): E-MAIL ADDRESS: jmhearon@alas.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Attorneys' Liability Assurance Society Ltd., A Risk Retention Group — 15445
INSURED Foster Garvey P.C. 1111 Third Avenue Suite 3000 Seattle, WA 98101-3299	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	
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(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	Professional Liability	N	N	LPL-1209-2026	1/1/2026	1/1/2027	$50M per claim/ $100M annual aggregate	

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Retention - $500,000 per claim/$1,000,000 aggregate

CANCELLATION

Foster Garvey P.C.
1111 Third Avenue
Suite 3000
Seattle, WA 98101-3299

FOR INFORMATIONAL PURPOSE-PROFESSIONAL LIABILITY ONLY

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

J. Michael Hearon, Senior Underwriting Counsel, ALAS Ltd., RRG

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Client#: 574750 FOSTEGAR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2026

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
USI Insurance Services, LLC
601 Union Street, Suite 1000
Seattle, WA 98101

CONTACT NAME: Sheliah Massoth
PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530
E-MAIL ADDRESS: sheliah.massoth@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb National Insurance Company	10052
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Foster Garvey P.C.
1111 Third Avenue, Ste 3000
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	36098001	07/01/2026	07/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						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
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73666134	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	56746751	07/01/2026	07/01/2027	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			71897310	07/01/2026	07/01/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) 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)

Description of Operations: The City of Spokane, its elected officials, officers and employees are named as additional insured.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-0000

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

License Information:

Entity name:	FOSTER GARVEY P.C.
Business name:	FOSTER GARVEY P.C.
Entity type:	Professional Service Corporation
UBI #:	600-062-971
Business ID:	001
Location ID:	0004
Location:	Active
Location address:	618 W RIVERSIDE AVE STE 300 SPOKANE WA 99201-5102
Mailing address:	1111 3RD AVE STE 3000 SEATTLE WA 98101-3296

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
Spokane General Business				Active	Jan-31-2027	Dec-04-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DEUTSCH, BRADLEY	
ETTER, WILLIAM	
FLICHTBEIL, SCOTT	
NELSON, JOHN	
SHUKIS, DIANA	
STONE, RAFAEL	
WEST, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
FOSTER GARVEY P.C.	Active	Dec-04-2020
FOSTER GARVEY PC	Active	Apr-30-2020

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/3/2026 8:27:52 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: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/07/2026

Date Rec'd	9/16/2026
Clerk's File #	OPR 2026-0201
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

Contract amendment with Keating Bucklin & McCormack, Seattle, WA, as outside counsel re the Estate of Joshua Musselman v. City of Spokane, et. al. This amendment will increase the contract by $100,000 for a total of $250,000

Summary (Background)

This lawsuit arises from an officer involved shooting.

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	# Risk - Claims
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	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
BAugenthaler@kbmlawyers.com	Zach.Ray@us.davies-group.com
mpiccolo@spokanecity.org	sdhansen@spokanecity.org
mdominguez@spokanecity.org	

City Clerk's No. OPR 2026-0201

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 **the Estate of Joshua Musselman v. City of Spokane**, **et. al**., 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, 2026 and February 27, 2026, 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 August 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.

KEATING, BUCKLIN & MCCORMACK, INC., P.S.

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

26-100

License Information:

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: Professional Service Corporation

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009

Mailing address:
1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009

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
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Dec-28-2022
Snoqualmie General Business - Non-Resident				Active	Dec-31-2026	Aug-05-2025
Spokane General Business - Non-Resident	T12110036BL			Active	Dec-31-2026	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	

Owners and officers	Title
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 9/16/2026 10:40:49 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

KEATBUC-01 AANJUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2026

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 : 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER: General Aggregate	X		Z22J112212	8/10/2026	8/10/2027	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 $ 10,000 $ 2,000,000 $ 4,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Hired Auto PD / X $500 Deductible			Z22J112212	8/10/2026	8/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			Z22J112212	8/10/2026	8/10/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	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		Z22J112212	8/10/2026	8/10/2027	PER STATUTE X 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
B	Professional Liab			5096714502	8/10/2026	8/10/2027	Each Claim/Aggregate	7,000,000
C	Excess Professional			MKLV5XLA000680	8/10/2026	8/10/2027	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
Steven Colson

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

SUMMARY OF COVERAGES	Page
SECTION I – ADDITIONAL INSURED PROVISIONS	**2**
A. Automatic Additional Insured Provisions Including Primary and Non-contributory	**2**
4. Additional Insureds	**3**
a. Broad Form Vendors	**3**
b. Co-owner of Insured Premises	**3**
c. Controlling Interest	**4**
d. Mortgagee, Assignee, or Receiver	**4**
e. Grantor of Franchise	**4**
f. Lessor of Leased Equipment	**4**
g. Manager or Lessor of Premises	**4**
B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory	**4**
SECTION II – COVERAGE EXTENSIONS	**5**
A. Supplementary Payments Extension	**5**
B. Alienated Premises	**6**
C. Broad Form Property Damage Legal Liability (Damage to Premises Rented to You)	**6**
D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators	**6**
E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics	**6**
F. Personal and Advertising Injury – Broad Form	**7**
G. Product Recall Expense Product Recall Expense Each Occurrence Limit $25,000 Product Recall Expense Aggregate Limit $50,000 Product Recall Deductible $500	**7**
H. Who is an Insured Amended "Employees" Redefined Subsidiaries Newly Acquired or Formed Organizations – 180 Days	**9**
I. Limits of Insurance Amended: Aggregate Limits of Insurance Per Location	**9**
J. Blanket Waiver of Subrogation	**10**
K. Unintentional Failure to Disclose Hazards	**10**
L. Unintentional Failure to Notify/Knowledge of an Occurrence	**10**
M. Medical Expenses – Three Years to Report	**10**

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

SECTION III – ADDITIONAL CONDITIONS	**10**
A. Liberalization	**10**
B. Concealment, Misrepresentation or Fraud	**10**
C. Insurance Under Two or More Coverages	**10**
SECTION IV – EXCLUSIONS	**11**
A. Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Exclusions	**11**
Access Or Disclosure Of Confidential Or Personal Material or Information	**11**
Aircraft Products, Grounding and Testing	**11**
Cyber Content Incident	**11**
Cyber Incident	**12**
Professional Services	**12**
Unmanned Aircraft	**12**
Violation of Law Addressing Data Privacy	**12**
B. Coverage A – Bodily Injury and Property Damage and Coverage C – Medical Payments Exclusions	**13**
Nuclear Energy Liability	**13**
C. Amended Exclusion With Coverage Extension	**14**
Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft	**14**
SECTION V – AMENDED DEFINITIONS	**15**
“Bodily Injury”	**15**
“Products – Completed Operations Hazard”	**15**
“Property Damage”	**15**
SECTION VI – ADDITIONAL DEFINITIONS	**15**
“Cyber Content”	**15**
“Cyber Content Incident”	**16**
“Cyber Incident”	**16**

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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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.

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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:

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

(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.

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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.

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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:

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

(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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

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;

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

(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

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

(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. The 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:

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

(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.

Includes copyrighted material of the Insurance Services Office Inc. with its permission.
Copyright 2025 The Hanover Insurance Company. All Rights Reserved.

Insured Copy

KEATBUC-01 AANJUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2026

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 :	
INSURER C :	
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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	X CLAIMS-MADE / OCCUR			5096714502	8/10/2026	8/10/2027	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: Professional Liability						Each Claim/Agg	$ 7,000,000
	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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	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)

Primary Professional Liability - Continental Casualty Company
$7,000,000 Each Claim/$7,000,000 Aggregate

Excess Professional Liability - Evanston Insurance Company
$5,000,000 Each Claim/$5,000,000 Aggregate (Excess of 7M)

Excess Professional Liability - Berkley Insurance Company
SEE ATTACHED ACORD 101

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
Steven Colson

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: KEATBUC-01 AANJUM

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Northwest LLC	Keating Bucklin & McCormack Inc. PS 1201 3rd Avenue Ste 1580 Seattle, WA 98101
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
$5,000,000 Each Claim/$5,000,000 Aggregate (Excess of 12M)

Excess Professional Liability - Northfield Insurance Company
$3,000,000 Each Claim/$3,000,000 Aggregate (Excess of 17M)

Total Limits $20,000,000 Each Claim/$20,000,000 Aggregate
Deductible: $25,000 Aggregate

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/14/2026
Clerk's File #	ORD C36947
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	ADAM 6779		
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CREATING A TEMPORARY DISASTER HOUSING PROGRAM FOR SPOKANE		

Agenda Wording

An ordinance adopting an interim official control to create a Temporary Disaster Housing Program for Spokane residents displaced by local and state-declared emergencies; amending Section 17C.319.200 and the Development Fee Schedule as referenced in Chapter 08.02; adopting a new Chapter 17C.430 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

Summary (Background)

The purpose of this ordinance is to provide a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. The purpose of this ordinance is to remove unnecessary regulatory barriers while preserving minimum requirements for site safety, fire access, potable water, wastewater disposal, electrical safety, weather protection, and protection of neighboring properties.

What impacts would the proposal have on historically excluded communities?

This ordinance establishes a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. This ordinance seeks to support the rapid recovery and rebuilding efforts following a disaster that permanently displaces residents of the city of Spokane.

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

Permit data is collected and routed by the Development Services Center.

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 and routed by the Development Services Center.

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 complements other recovery and rebuilding efforts following the Spokane Complex Fires.

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	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
tthompson@spokanecity.org	sgardner@spokanecity.org
tpalmquist@spokanecity.org	caveryt@spokanecity.org
mfeist@spokanecity.org	

ORDINANCE NO. C36947

An ordinance adopting an interim official control to create a Temporary Disaster Housing Program for Spokane residents displaced by local and state-declared emergencies; amending Section 17C.319.200 and the Development Fee Schedule as referenced in Chapter 08.02**;** adopting a new Chapter 17C.430 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to establish a temporary disaster housing program for the purpose of permitting and regulating temporary housing for Spokane residents displaced by local and state-declared emergencies; and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath was sudden, unexpected, and requires immediate action to prevent or mitigate the continuing threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

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. That the Development Fee Schedule in 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.	
<u>Plumbing Permit Fees</u>	
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	
<u>Code Enforcement: Existing Building and Conservation Code Fees</u>	
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*	$65.00

for house moves that are rescheduled after arrangements for staff had already been made.	
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
Temporary Disaster Housing Program	
Emergency Encroachment Permit	$0.00
Temporary Disaster Housing Program Registration	$0.00
* No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit	

Section 2. That Section 17C.319.200 of the Spokane Municipal Code is amended to read as follows:

Section 17C.319.200 Recreational Camping

The purpose of this section is to regulate the use and occupancy of recreational vehicles, tents, huts, and other temporary shelters on private property in all zones.

A. A recreational vehicle, tent, hut, or other temporary shelter may not be occupied on private property, except a manufactured home park or a mobile home park, for more than fourteen days in a consecutive twelve-month period, unless authorized through the Temporary Disaster Housing Program under SMC Chapter 17C.430.

B. A recreational vehicle (see SMC 17A.020.180) is designed as a temporary living unit and is prohibited from being used as a permanent dwelling unit except in a manufactured or mobile home park unless the recreational vehicle fails to comply with fire and safety ordinances.

C. Recreational vehicles in a manufactured or mobile home park are required to be hooked up to utilities and have an internal toilet and internal shower, or toilets and showers are provided by the manufactured or mobile home facility.

Section 3. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 7 below.

Section 4. Purpose. The purpose of this interim official control is to establish a Temporary Disaster Housing Program for the purpose of permitting and regulating temporary housing for Spokane residents displaced by local and state-declared emergencies.

Section 5. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for a period of up to one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

Section 6. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of disaster temporary housing in the City's development code update following the update to the City's Comprehensive Plan.

Section 7. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim official control on October 7, 2026. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

Section 8. That there is adopted a new Chapter 17C.430 of the Spokane Municipal Code to read as follows:

Chapter 17C.430	Temporary Disaster Housing Program
17C.430.010	Definitions
17C.430.020	Temporary Disaster Housing Program Purpose
17C.430.030	Allowable Temporary Disaster Housing Locations
17C.430.040	Temporary Disaster Housing Review Process
17C.430.050	Temporary Disaster Housing Safety Requirements
17C.430.060	Temporary Disaster Housing Program Terms and Conditions

Section 17C.430.010 Definitions

Term	Definition
Approved Public Right-of-Way	Approved Public Right-of-Way means a specific, designated section of a street adjacent to the Disaster-Affected Property that the City has explicitly authorized for temporary occupancy due to the impracticality of locating a Temporary Disaster Housing unit on a survivor's Disaster-Affected Property

Disaster-Affected Property	Disaster-Affected Property means a legally established lot located wholly within the incorporated city limits of the city of Spokane containing a dwelling unit that is destroyed or substantially damaged or otherwise made uninhabitable as a direct result of a disaster as declared by local or state emergency.
Disaster Survivor	Disaster Survivor means a resident of the city of Spokane whose primary residence is destroyed, substantially damaged, or otherwise made unavailable for occupancy as a direct result of a disaster as declared by local or state emergency. Documentation may include an insurance claim, inspection or fire report, emergency-management record, utility record, lease, identification showing the affected address, or any other reliable evidence accepted by the City.
Qualified Property	Qualified Property means a Disaster-Affected Property or Approved Public Right of Way authorized under this chapter.
Temporary Disaster Housing	Temporary Disaster Housing means a recreational vehicle, travel trailer, motor home, truck camper, park model recreational vehicle, manufactured home, modular dwelling, FEMA or other agency-provided transportable temporary housing unit, or other movable or temporary residential unit approved by the Building Official. Tents, yurts, and structures not originally manufactured or designed for permanent or long-term residential occupancy are not temporary disaster housing unless specifically approved for emergency shelter use by the Building Official, Fire Marshal, or their designees.
Temporary Disaster Housing Program Registration	Temporary Disaster Housing Program Registration means the no-fee administrative program established by this chapter.

Section 17C.430.020 Temporary Disaster Housing Program Purpose

A. The purpose of this chapter is to provide a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. The purpose of this chapter is to remove unnecessary regulatory barriers while preserving minimum requirements for site safety, fire access, potable water, wastewater disposal, electrical safety, weather protection, and protection of neighboring properties. This chapter is further intended to prevent secondary public health impacts, including weather exposure, homelessness, and unsanitary conditions, while supporting the rapid recovery and rebuilding efforts following a disaster that permanently displaces residents of the city of Spokane.

B. This chapter shall be narrowly applied to the Temporary Disaster Housing Program authorized by the City of Spokane that is occupied by Disaster Survivors, including their caregivers, as applicable.

C. The Temporary Disaster Housing Program, its applications, policies, procedures, and requirements, shall be considered vital documents as defined in SMC 18.11.020.

D. To the extent necessary to implement the Temporary Disaster Housing Program, application requirements required in SMC 17G.061.010 and conflicting zoning use limitations, accessory-structure standards, recreational-vehicle storage standards, density limitations, lot coverage, parking, landscaping, screening, design review, notice and hearing requirements, and permanent frontage-improvement requirements are superseded.

E. A Temporary Disaster Housing Program Registration is temporary and does not establish a nonconforming use, vested development right, permanent residential use of a recreational vehicle, right to camp on or obstruct access to public property, or permanent entitlement to utility service.

F. This chapter shall not be interpreted to waive any applicable state or federal law, including requirements of the Washington State Building Code (Chapter 19.27 RCW), Washington State Fire Code, or requirements necessary to address an imminent health or safety hazard.

G. This chapter shall not be interpreted to waive the Property Maintenance and Use Standards established in SMC Chapter 10.63.

H. This chapter shall not be interpreted to waive utility operational requirements or permits and inspections required for permanent construction, permanent utility service, or reconstruction of a primary dwelling.

I. Any City division may develop rules, policies, and procedures consistent with this chapter. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 17C.430.030 Allowable Temporary Disaster Housing Locations

A. The City may permit one Temporary Disaster Housing unit on a Disaster-Affected Property.

B. A second Temporary Disaster Housing unit may be approved by the City on a Disaster-Affected Property only upon demonstration that the Disaster-Affected Property is large enough to safely accommodate both units, does not impede fire engine access, and is occupied exclusively by Disaster Survivors, including their caregivers, as applicable.

C. Temporary Disaster Housing may be permitted in an Approved Public Right-of-Way only when locating the housing unit on the Disaster-Affected Property is determined by the City to be physically impractical due to hazardous debris, active construction limits, or severe post-fire topography. Such placements are subject to the following criteria:

    1. The occupant shall obtain a no-fee Emergency Encroachment Permit issued by the City.

    2. Temporary Disaster Housing units placed on an Approved Public Right-of-Way shall be positioned exclusively on paved or hard-scaped surfaces. Placement on turf, open park green space, or within environmentally critical areas is prohibited.

    3. Placement of the Temporary Disaster Housing unit within the public right-of-way shall occur directly adjacent to the Affected Property's frontage whenever feasible. A unit shall not block active travel lanes, sidewalks, bicycle lanes, utility vaults, or clear intersection sight triangles.

    4. A Temporary Disaster Housing unit may not occupy an Approved Public Right-of-Way unless a continuous, sanitary method for potable water and holding-tank wastewater disposal is fully verified and maintained consistent with the requirements of this chapter.

    5. A Temporary Disaster Housing unit may not impede fire engines or street plowing access.

D. A Temporary Disaster Housing unit shall not be placed within an identified immediate hazard area, including geologically hazardous areas, steep slopes vulnerable to landslide or mudslide, or regulated critical area buffers.

Section 17C.430.040 Temporary Disaster Housing Review Process

A. An applicant for the Temporary Disaster Housing Program shall submit a no-fee Temporary Disaster Housing Program Registration application before occupancy. The City may authorize emergency occupancy before formal registration for up to ten (10) business days when immediate shelter is authorized pursuant to a local emergency declaration and the occupant notifies the City within forty-eight (48) hours of placement, and no imminent safety hazard exists.

B. The Temporary Disaster Housing Program Registration application shall include, and the Development Services Center shall coordinate for review, the following:

1. Property address or parcel number of a property within the city of Spokane;

2. Reasonable documentation of declared disaster-related displacement;

3. Documentation from an authorized federal, state, or local debris-removal program, or a written evaluation from a qualified environmental professional, confirming that disaster debris has been removed and the proposed Temporary Disaster Housing unit footprint, primary access route, and utility connection areas on the Disaster-Affected Property are safe for temporary occupancy and free from unmitigated hazardous materials or unstable structural debris, when necessary;

4. Type, dimensions, and approximate location of the Temporary Disaster Housing unit on the lot;

5. Determination of whether the Temporary Disaster Housing unit has continuous access to an approved source of potable water;

6. Determination of whether the Temporary Disaster Housing unit requires direct utility connections or approved self-contained off-grid sanitation units; and

7. Vehicle or unit identification numbers (VIN/Serial Number), where applicable.

C. The Director of Community and Economic Development or their designee may grant initial registration approval based on the applicant's signed certification that the Temporary Disaster Housing unit and site comply with the applicable life-

safety and sanitation requirements of this chapter. The City retains the right to inspect the unit and site to verify compliance.

D. The applicant shall sign an indemnity agreement holding the City free and harmless from any and all claims, actions, or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation and occupancy of a Temporary Disaster Housing unit authorized by this chapter.

Section 17C.430.050 Temporary Disaster Housing Safety Requirements

A. A Temporary Disaster Housing unit shall have continuous access to a City-approved source of potable water.

B. A Temporary Disaster Housing unit shall be served by a City-approved wastewater-disposal method.

C. A Temporary Disaster Housing unit shall be served by a City-approved solid waste disposal method.

D. Potable water, wastewater disposal, and solid waste service required by this section do not require connection to City utility systems when an alternative method is approved by the City or other authority having jurisdiction. When City utility service is provided, applicable requirements, rates, fees, and charges under SMC Title 13 shall apply.

E. Wastewater, graywater, sewage, or any other liquid waste shall not be discharged onto the ground surface, into a street, alley, City stormwater facility, watercourse, damaged utility infrastructure, or unapproved on-site sewage system. Any violation of this subsection constitutes an immediate public health hazard and may result in immediate correction, cessation of occupancy, utility disconnection, or revocation of the Temporary Disaster Housing Program Registration.

F. Approval of temporary utility service to a Temporary Disaster Housing unit does not establish a permanent right to service, alter City service-area boundaries, waive capacity limitations, or obligate the City to provide service when the system cannot safely or lawfully do so.

G. Fire ash and debris shall be contained or otherwise managed to prevent migration onto public property or into the City's stormwater system.

H. Electrical service to a Temporary Disaster Housing unit shall be provided through an approved utility connection, temporary construction service mast, or other method approved by the authority having jurisdiction.

I. Temporary utility connections to a Temporary Disaster Housing unit shall be disconnected or converted to approved permanent service when the occupancy ends. The property owner is responsible for lawful abandonment, removal, or conversion of temporary connections unless otherwise agreed by the utility provider having jurisdiction.

J. Any Temporary Disaster Housing unit occupied between November 1 and April 1 shall be winterized to prevent frozen pipes, water leaks, sewage releases, and ice hazards.

K. Propane cylinders, fuel containers, and generators shall be located, connected, ventilated, and protected in accordance with the International Fire Code and manufacturer requirements. Unvented liquid-fuel heaters, open-flame propane heaters, and other combustion appliances not specifically manufactured and listed for indoor residential use are prohibited.

L. A Temporary Disaster Housing unit shall have operational smoke alarms. A carbon monoxide alarm is mandatory when the Temporary Disaster Housing unit contains or is served by a fuel-fired appliance, an onboard generator, or has an attached or integral garage structure.

M. A Temporary Disaster Housing unit shall contain at least one (1) listed portable fire extinguisher with a minimum rating of 2A:10B:C.

N. Required egress doors and emergency escape openings shall remain operable and unobstructed, capable of being readily opened from the interior, and allow occupants to exit the Temporary Disaster Housing unit safely.

O. Temporary skirting or utility enclosures shall not obstruct required ventilation openings, appliance exhaust vents, access to emergency shut-off valves, or emergency egress pathways of the Temporary Disaster Housing unit.

P. The City may establish additional conditions upon approval of a Temporary Disaster Housing Program Registration to protect public health, safety, municipal utility infrastructure, emergency access, or neighboring property and may conduct a site inspection to ensure safety and compliance with this chapter

Section 17C.430.060 Temporary Disaster Housing Program Terms and Conditions

A. The City may issue a Temporary Disaster Housing Program Registration authorized under this chapter for up to an initial period of twelve (12) months.

B. The City may terminate or revoke a Temporary Disaster Housing Program Registration due to:

    1. the issuance of a certificate of occupancy or final inspection approval for replacement permanent housing available to the Disaster Survivor;

    2. the permanent relocation of the Disaster Survivor to another primary residence outside of the Temporary Disaster Housing unit; or

    3. Revocation by the City when the registration was obtained through material misrepresentation, fraud, or for violations of this chapter.

C. The City may extend a Temporary Disaster Housing Registration for periods of up to twelve (12) months when the Disaster Survivor remains displaced and demonstrates progress towards permanent housing as evidenced by:

    1. an active building permit application or issued building permit for reconstruction on the Affected Property;

    2. Documentation of active construction of permanent housing; or

    3. Other documentation that demonstrates active efforts to obtain, repair, reconstruct, or replace permanent housing.

D. Within thirty (30) days after the Temporary Disaster Housing occupancy concludes or the registration expires, terminates, or is revoked, the unit shall cease residential use and be completely removed from the Affected Property or brought into full compliance with the City's Land Use and Property Maintenance and Use Standards. All temporary utility connections shall be safely disconnected, capped, and abandoned under the oversight of the utility provider having jurisdiction.

E. The City may issue an emergency order for immediate correction, utility disconnection, evacuation of the Temporary Disaster Housing unit or affected area, or immediate cessation of occupancy when a site condition presents an imminent threat to life, public health, safety, or utility-system integrity.

F. The denial, refusal, or revocation of a Temporary Disaster Housing Program Registration is appealable to the Hearing Examiner within ten (10) calendar days following the procedures outlined in Spokane Municipal Code 17G.050. Any emergency order shall remain in full force and effect during the pendency of the appeal unless explicitly stayed by the issuing City official or the Hearing Examiner upon a showing of extreme hardship and alternative safety mitigation.

G. Violations of this chapter are a civil infraction subject to the enforcement, procedures, penalties, and remedies outlined in Spokane Municipal Code Chapter 01.05.

Section 9. 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 10. 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 11. 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 that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

Approved as to form:

_____

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/9/2026
		Clerk's File #	ORD C36941
		Cross Ref #	
Council Meeting Date: 09/30/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6769	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PROVIDING REGULATORY RELIEF FOR RESIDENTIAL PROPERTY OWNERS		

Agenda Wording

An ordinance providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; and declaring an emergency.

Summary (Background)

The City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction. The reconstruction of fire-damaged property may present site conditions, regulatory conflicts, or other circumstances that cannot reasonably be anticipated in advance and that limited administrative flexibility is necessary to allow timely and practical rebuilding. This ordinance provides authority to the Planning Director by this ordinance to facilitate Like-for-Like residential rebuild projects. The ordinance also allows accessory dwelling units (ADUs) to remain and be occupied following the destruction or loss of occupancy of the principal dwelling and a new accessory dwelling unit to be permitted, constructed, and occupied before reconstruction or replacement of the principal dwelling, provided the unit otherwise complies with applicable ADU standards. Finally, the ordinance also affirms that a residential rebuild project for a residential property destroyed or damaged by the Spokane Complex Fires and legally established before August 1, 2026, that retains the same water meter service size as the previously existing legally established residential structure shall not be charged a general facilities charge authorized by SMC 13.03.0730 and SMC 13.04.2040 for the rebuild project. The authority granted by this ordinance does not authorize the Planning Director to change the zoning designation of property, authorize a use not otherwise permitted by the applicable zoning district, or waive or modify requirements imposed by applicable state or federal law.

What impacts would the proposal have on historically excluded communities?

This ordinance provides the City with code flexibility to support reconstructing or replacing a residential structure that was destroyed or damaged by 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?

Permit data is recorded by the Development Services Center. Demographic data is not collected.

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

Building permit data and modifications will be recorded by the Development Services Center and Planning Services 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?

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	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
sgardner@spokanecity.org	tpalmquist@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36941

An interim ordinance adopting an interim official control providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; adopting a new Chapter 17C.440 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, the City recognizes that reconstruction of fire-damaged property may present site conditions, regulatory conflicts, or other circumstances that cannot reasonably be anticipated in advance and that limited administrative flexibility is necessary to allow timely and practical rebuilding; and

WHEREAS, some affected property owners are already prepared to begin the rebuilding process and require immediate certainty about the code requirements that will apply to rebuilding; and

WHEREAS, the City of Spokane Comprehensive Plan includes policies that seek to ensure new development is compatible with existing neighborhoods, such as policy LU 5.5 Compatible Development; and

WHEREAS, the draft City of Spokane Comprehensive Plan currently under consideration by the Spokane Plan Commission also includes policies that seek to ensure new development allows neighborhoods to evolve incrementally over time, specifically policy DP 1.2; and

WHEREAS, the devastation caused by the fires could lead to the immediate and irreversible wholesale transformation of affected neighborhoods through changes in housing types and densities that are not consistent with healthy, incremental growth and change over an extended period of time as provided for in the City of Spokane Comprehensive Plan and associated development regulations; and

WHEREAS, the emergent need requires action on a timeline that is too short to allow compliance with SEPA processes and is categorically exempt from SEPA under WAC 197-11-880; and

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath was sudden, unexpected, and requires immediate action to prevent or mitigate the continuing threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

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. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance.

Section 2. Purpose. The purpose of this interim official control is to provide regulatory relief for residential property owners rebuilding after the Spokane Complex Fires.

Section 3. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for a period of up to one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to SMC Chapter 17G.025, as well as consideration of additional regulatory relief for residential property owners rebuilding after the Spokane Complex Fires in the City's development code update following the update to the City's Comprehensive Plan.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council held a public hearing on this interim official control on the date of adoption of this ordinance. Immediately after the public hearing, the City Council adopted findings of fact on the subject of this interim official control.

Section 6. That there is adopted a new Chapter 17C.440 of the Spokane Municipal Code to read as follows:

Chapter 17C.440	Spokane Complex Fires Regulatory Relief
17C.440.010	Definitions
17C.440.020	Like-for-Like Eligibility and Requirements
17C.440.030	Facilitating Like-for-Like Residential Property Rebuilding
17C.440.040	Additional Housing Units
17C.440.050	Accessory Dwelling Units (ADUs)
17C.440.060	General Facilities Charges
17C.440.070	Duration

Section 17C.440.010 Definitions

"Like-for-Like" is the replacement of residential structures in the same general location and of roughly the same size as a previously existing legally established residential structure.

Section 17C.440.020 Like-for-Like Eligibility and Requirements

A. Authority is granted to the Planning Director by this ordinance to facilitate Like-for-Like residential rebuild projects that meet the following conditions:

B. The Like-for-Like rebuild project shall be reconstructing or replacing a residential structure that was destroyed or damaged by the Spokane Complex Fires and was legally established before August 1, 2026.

C. The Like-for-Like residential structure shall not result in the creation of more housing units than the previously existing, legally established residential structure, except that one Attached Accessory Dwelling Unit may be included in rebuild projects using these Like-for-Like provisions.

D. A property owner may construct Detached Accessory Dwelling Units (DADUs) on the property separate from a primary structure without affecting the application of these Like-for-Like provisions for the primary structure. The DADU shall follow all applicable standards in Title 17 or any successor code, unless the structure it replaces was legally established before August 1, 2026, in which case the Like-for-Like DADU may also be evaluated under this ordinance.

Section 17C.440.030 Facilitating Like-for-Like Residential Property Rebuilding

A. The Planning Director is authorized to waive, modify, interpret, or determine the applicability of dimensional standards, design requirements, and other site development standards contained in Title 17 and any successor code when the Director determines that such relief is necessary to facilitate rebuilding of residential structures damaged or destroyed by the Spokane Complex Fires. Such authority includes, but is not limited to, requirements related to setbacks, building height, coverage, building placement, parking, landscaping, screening, design requirements, and requirements applicable to legally established nonconforming structures or site development.

B. The Planning Director may resolve conflicts or inconsistencies between applicable regulations, development standards, and prior approvals and may address circumstances not specifically anticipated by this ordinance in a manner consistent with its purpose.

C. The Planning Director may impose reasonable conditions on any waiver or modification and may establish standardized waivers, modifications, interpretations, procedures, or other administrative guidance necessary to implement this ordinance.

D. The authority granted by this ordinance does not authorize the Planning Director to change the zoning designation of property, authorize a use not otherwise permitted by the applicable zoning district, or waive or modify requirements imposed by applicable state or federal law.

Section 17C.440.040 Additional Housing Units

A. Except as provided herein and notwithstanding any other standards contained in Title 17 and any successor code, a lot in an R1 or R2 zone with a structure that was destroyed; substantially damaged; or otherwise made uninhabitable as a direct result of the Spokane Complex Fires shall not contain more than four (4) dwelling units, inclusive of Accessory Dwelling Units, consistent with RCW 36.70A.635.

B. If a lot governed by subsection (A) included more than four (4) dwelling units prior to August 1, 2026, the owner shall be permitted to rebuild with the same number of units in place as of August 1, 2026.

Section 17C.440.050 Accessory Dwelling Units (ADUs)

Notwithstanding any other standards contained in Title 17 and any successor code, the following relief is granted for the permitting and development of an ADU on lots containing

a dwelling unit that was destroyed, substantially damaged, or otherwise made uninhabitable as a direct result of the Spokane Complex Fires.

A. A lawfully established ADU may remain and be occupied following the destruction or loss of occupancy of the principal dwelling, as long as the ADU is not determined to be uninhabitable by the Building Official.

B. A new accessory dwelling unit may be permitted, constructed, and occupied before reconstruction or replacement of the principal dwelling, provided the unit otherwise complies with applicable ADU standards. The absence of an existing principal dwelling shall not, by itself, disqualify the unit from treatment as an ADU.

C. Notwithstanding any provision of the Spokane Municipal Code requiring an ADU to utilize utility service established for the principal dwelling, an ADU authorized pursuant to this ordinance may utilize an existing, temporary, or separate approved utility connection. A temporary or separate utility connection authorized under this ordinance shall not, by itself, affect the unit's status as an ADU.

D. Except as expressly modified by this subsection, an ADU authorized under this ordinance remains subject to otherwise applicable accessory dwelling unit standards and requirements of Title 17 and any successor code.

Section 17C.440.060 General Facilities Charges

A residential rebuild project for a residential property destroyed or damaged by the Spokane Complex Fires and legally established before August 1, 2026, that retains the same water meter service size as the previously existing legally established residential structure shall not be charged a general facilities charge authorized by SMC 13.03.0730 and SMC 13.04.2040 for the rebuild project.

Section 17C.440.070 Duration

The provisions of this ordinance shall expire on December 31, 2029, unless extended or modified by the Spokane City Council. Regulatory relief granted by the Director before this date shall remain valid until the expiration of any associated permit or application.

Section 7. 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 8. 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 9. 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 that because of such need, this ordinance shall be effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

CITY OF SPOKANE PLAN COMMISSION
LETTER OF SUPPORT TO CITY COUNCIL REGARDING
REGULATORY RELIEF FOR PROPERTY OWNERS AFFECTED BY THE SPOKANE COMPLEX FIRES

The Spokane Complex Fires have had a devastating impact on our community, and especially for those directly impacted. The Spokane Plan Commission supports efforts to rebuild in fire-stricken areas and recognizes the importance of providing immediate and predictable guidance to property owners as they navigate the rebuilding process.

The Plan Commission supports relief on two specific items that relate to development regulations:

1. Allowing property owners to rebuild a substantially-similar structure, with flexibility on certain zoning standards such as setbacks and design standards that were not in force at the time a home was originally built.
2. Allowing property owners to build an Accessory Dwelling Unit (ADU) prior to the construction of a primary structure.

The Plan Commission has reviewed the proposed "Like for Like" ordinance and strongly recommends immediate adoption by City Council. This measure gives needed flexibility to households affected by the fires and is responsive to numerous questions received by staff as property owners navigate the reality of rebuilding.

The Plan Commission commends the City for quickly responding to these needs. The Commission also intends to consider these issues and other potential barriers to the development of housing in the City's forthcoming code update, commonly referred to as BUILDSpokane.

Jesse Bank
Jesse Bank (Sep 14, 2026 09:34:03 PDT)

Jesse Bank, President
Spokane Plan Commission

Date: 09/14/2026

PC Letter

Final Audit Report 2026-09-14

Created:	2026-09-14
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7LUuwtopl4oZI2N97wH_A90X5XMpyyX1

"PC Letter" History

Document created by Emily King (eking@spokanecity.org)
2026-09-14 - 2:43:57 PM GMT

Document emailed to Jesse Bank (jbank@spokanecity.org) for signature
2026-09-14 - 2:44:01 PM GMT

Email viewed by Jesse Bank (jbank@spokanecity.org)
2026-09-14 - 4:33:05 PM GMT

Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2026-09-14 - 4:34:03 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-14 - 4:34:03 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/14/2026		
Clerk's File #	ORD C36945		
Cross Ref #			
Project #			
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL		

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 accept a grant award from the Washington State Department of Ecology for the Spill Prevention, Preparedness, and Response Program and appropriate funding for hazardous materials response equipment and personnel costs, and declaring an emergency.

Summary (Background)

Grant acceptance of $160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program. This grant request funds a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

What impacts would the proposal have on historically excluded communities?

SFD's hazardous material response team will serve all communities in Spokane, including our historically excluded communities. We maintain a close relationship with our area neighbors so we can best serve all our constituents. Our investment will also help maintain healthier environments in Spokane. Many of our districts in Spokane are considered environmentally vulnerable, and investment in equipment and training will allow us to respond appropriately to these neighborhoods and limit exposure to hazardous materials.

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

Data will be collected in accordance with SFD requirements.

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

The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions. Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.

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 grant helps support the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative in a systematic and thorough approach.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$ 160,000
Current Year Cost	$ 160,000
Subsequent Year(s) Cost	$

Narrative

The City of Spokane Fire Department will receive $160,000 funding for equipment ($100,000) and training support ($60,000).

Amount		**Budget Account**
Revenue	$ 160,000	# 1440-93556-99999-33431-99999
Expense	$ 100,000	# 1440-93556-94220-56401-99999
Expense	$ 45,000	# 1440-93556-22200-51991-99999
Expense	$ 15,000	# 1440-93556-22200-52991-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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	BROWN, SKYLER	**MANAGEMENT &**	MILLER, JACOB
Division Director	STRATTON, JESSICA	**ACCOUNTING -**	DUFFEY, ANDREW
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mforbes@spokanecity.org	wwicker@spokanecity.org
jmiller@spokanecity.org	sbrown@spokanecity.org
sneal@spokanecity.org	jstratton@spokanecity.org

ORDINANCE NO C36945

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 GRANT AWARD FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE SPILL PREVENTION, PREPAREDNESS, AND RESPONSE PROGRAM AND APPROPRIATE FUNDING FOR HAZARDOUS MATERIALS RESPONSE EQUIPMENT AND PERSONNEL COSTS, 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 Fire Grants - Miscellaneous 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 Fire Grants - Miscellaneous Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $160,000.
A) Of the increased revenue, $160,000 is provided by a grant from the Washington State Department of Ecology.

2) Increase appropriation by $160,000.
A) Of the increased appropriation, $60,000 is provided solely for wages and benefits.
B) Of the increased appropriation, $100,000 is provided solely for capitalized machinery and equipment.

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 accept and appropriate a grant award from the Washington State Department of Ecology, 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

General Information

Project Title

Safeguarding Communities: A Hazmat Mitigation Grant

Project Short Description

Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

Project Long Description

The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and

General Information

preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Total Cost	$231,189.00	**Total Eligible Cost**	$231,189.00
Effective Date	6/2/2025	**Expiration Date**	6/1/2027

Ecology Program Spills

Project Category ✔ Equipment Cache Grant

Will Environmental Monitoring Data be collected? No

Overall Goal The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient’s emergency response role.

Project Characterization

Project Themes

Select a primary and secondary theme that best describes the work to be achieved during this project.

Primary Theme:	Spill Response
Secondary Theme(s):	Equipment & Training

Project Website

If your project has a website, please enter the web address below. After entering a website and saving, another blank row will appear. Up to three websites may be provided.

Website Title/Name	Web Address

Recipient Contacts

Project Manager

Robert Mathews

Contact Information

Robert Mathews
Capt
44 W Riverside
Spokane, Washington
99201-3343
(509) 625-7000
(509) 343-5760
rcmathews@spokanecity.org

Authorized Signatory

Julie O'Berg

Contact Information

Julie O'Berg
Fire Chief
808 W Spokane Falls Blvd
Spokane, Washington 99201
(509) 625-6310
(509) 343-5760
joberg@spokanefire.org

Billing Contact

Kevin Schmitt

Contact Information

Kevin Schmitt
Accounting Manager
808 W Spokane Falls Blvd
Spokane, Washington 99201

Recipient Contacts

(509) 625-6310
(509) 343-5760
kschmitt@spokanecity.org

Other recipient signatures on printed agreement

Name	Title
Mike Forbes	Admin Fire Chief

Local Emergency Management Coordination

*1. Are you coordinating an equipment cache and/or training on behalf of multiple organizations? ✔ Yes No

List the organizations:
Training is open seating to surrounding districts and responders. Cache is available to all

Upload supporting documents
https://ecyeagl/IntelliGrants_BASE/_Upload/317174_959551-258619_959623-Letter2023DNRGrant.pdf

*2. Identify the emergency planning commissions or committees in which you participate. Select all that apply.

✔ Region 10 Regional Response Team
✔ Northwest Area Committee
Tribal Emergency Planning Committee
Washington State Emergency Response Commission
✔ Local Emergency Planning Committee (name in box): Spokane Emergency Management Support
✔ Other: Spokane Dept of Emergency Management
N/A

*3. Is this application on behalf of a fire department or district?

How many first responders are currently certified to the following levels:

Hazardous Materials Operations 325
Hazardous Materials Technician 52

*4. What role(s) will you serve during an oil spill and/or hazardous materials response?
Per the Spokane County Comprehensive Emergency Response Plan (CEMP), Hazardous Materials Response Plan, the Spokane Hazmat Team shall:
A. Respond in support of first response agencies when requested;
B. Assess actions taken by first-in units;
C. Establish a tactical risk management plan with contingencies;
D. Provide technical level response to hazardous materials incidents;
E. Provide Hazmat expertise and equipment to a Hazmat Incident;
F. Establish exclusionary zones;
G. Determine the proper level of personal protective equipment, emergency medical treatment, decontamination techniques and additional
authorities requiring notification;
H. Perform duties as directed by the IC, and
I. Through the IC, ensure coordination with Spokane County DEM Duty Officer or Emergency Coordination Center when indicated.

*5. Are you a part of or served by a hazmat team? ✔ Yes No
List the hazmat team(s).
The Spokane Fire Department has its own area hazardous materials team. The team is comprised of 52 members covering four shifts. The progression of certification for the team is Technician (IFSAC) or Washington State Fire Marshal's equivalent then Specialist level certification.

*6. Describe any coordination that exists between the applicant and industry for response to oil spill and/or hazardous materials incidents. This can include training, agreements, and/or equipment and resources.
The Spokane Hazmat Team is required to notify the Department of Ecology in the event of a spill or leak. The partnership with DOE is critical as DOE has the ability to dedicate greater resources to help mitigate the event. This is important to note because the Spokane Fire Department has the only municipal hazardous materials team in Eastern Washington (the Seattle metropolitan area has at least seven). As such, the Spokane Fire Department must be able to function as a sole entity until help can arrive from Western Washington.

As the only municipal hazardous materials team in Eastern Washington, the Spokane Hazmat Team has responded to hazardous materials incidents as far west as the Cascades, as far north as the Canadian border, and as far south as the Oregon border. The Spokane Hazmat Team works closely with partner agencies to provide joint preparedness groups capable of handling large-scale incidents.

The Spokane Regional Hazmat team has a close relationship with its area neighbors, creating a cohesive unified command when a serious expanded incident occurs.

We routinely have joint training and work closely with the following agencies:

• Fairchild Air Force Base and its hazardous materials team assist us with radiological emergencies, mass casualty incidents, and fuel fires. Fairchild has also worked with our team to help certify IFSAC Technicians.
• The FBI has an office in Spokane and we also coordinate with the Seattle branch. During the protests last year, they requested testing of the chemicals being used by demonstrators. We have also worked with the US Postal Service on white powder calls and other drug crimes.
• The Spokane Police Department Bomb Squad conducts annual joint training based on chemical labs where additional material identification is needed. Recently they aided us in handling sodium azide at a hazmat scene to safely mitigate the situation by transporting the substance away from the scene.
• The Inland Empire Fire Chiefs Association conducts annual operational-level joint mass causality preparedness training. Recently we managed a chlorine release scenario where mass decontamination was utilized. Several fire districts attended the joint training. This includes Districts 9, 8, 4, and the Spokane Valley Fire Department.
• Burlington Northern Santa Fe routinely uses our training facility for their personnel to be trained and certified. The props include low and high-pressure railcars and chlorine tank cars. Since the rail line has such a large potential for a catastrophic incident, it is imperative we are able to work in a coordinated manner.
• The Nuclear Regulatory Commission, whose contractors will begin the clean-up process once a

radiological incident has been stabilized.
• Other partners include Chevron pipeline, Williams Energy, and Holley fuel depots.

*7. Will the equipment and/or resources be used in support of mutual aid agreements or Memorandums of Understanding (MOU)? ✔ Yes No
Provide links below if the agreement(s) exists publicly, otherwise upload a copy of all mutual aid agreements and MOUs.
Currently, the City of Spokane Fire Department has mutual aid agreements with our neighboring fire entities. This including all agencies within Spokane county including the Spokane Valley Fire Department, Fire District 9, Fire District 8, Fire District 10, the Airway Heights Fire Department, and the Cheney Fire Department. We also respond to the Spokane International Airport. In April of 2025 the team traveled to Post Falls ID and assisted with a white powder call as part of in inner op agreement. The Spokane River flows through several jurisdictions and our team is the primary initial response resource. The Spokane Hazmat team uses ALL available equipment for team operations to support mutual aid agreements. Basically, an "all or none" response. If remote areas in Northeastern Washington request hazardous material/spill assistance, then the team can travel well outside of Spokane County to neighboring counties like Stevens, Lincoln, Whitman, and Adams.

Upload agreements
https://ecyeagl/IntelliGrants_BASE/_Upload/317174_959623-258619_959623-Letter2023DNRGrant.pdf

New Response Equipment and Resources

*1. Are you requesting new equipment and/or resources for oil spill and hazardous materials response? ✔ Yes No

*2. Estimate the total budget for New Equipment and/or Resources. A description of each category is available in Appendix C of the Funding Guidelines, along with an example budget.

Item(s) Category	Description of Item(s)	Amount Requested
Air Monitoring	N/A	$0
Chemical Detection	Rigaku detector to replace obsolete technology of existing Ahura detector	$70,000.00
Containment	River Boom and Accessories	$82,392.00
Cache Trailer	N/A	$0
Decontamination	Mass number decon tent and equipment	$23,000.00
Foam	N/A	$0
PPE	Level A inner communication radio facepieces	$15,797.00
Unmanned Aircraft System	N/A	$0
Vehicle	N/A	$0
Vessel	N/A	$0
Other	EV Blankets and other supplies for Lithium fire control. A-kit	$9,500.00
	Total	$200,689.00

*3. Is the request for New Equipment and/or Resources funding greater than $100,000? ✔ Yes No

Note that grant awards for New Equipment and/or Resources may be capped at $100,000. In the field below, let Ecology know what the applicant would like prioritized to the $100,000 limit. If the proposal cannot completed for less than $100,000, justify your request here.
In prioritizing the grant funding up to the $100,000 limit, the Spokane Fire Department places the highest importance on the following essential items:

River Booms for Oil Spill Cleanup: These booms are essential for containing and managing oil spills in bodies of water and protecting the environment.

Chemical Detection Equipment: Advanced chemical detection equipment is vital for accurately and rapidly identifying hazardous substances during incidents, enabling the Spokane Fire Department to take immediate, targeted response actions.

While the Spokane Fire Department understands the funding cap, it's important to note that their project's scope and scale are designed to comprehensively enhance the hazardous materials response and preparedness capabilities beyond the Cities limits and supports the greater Spokane region. Each of these items plays a unique and critical role in achieving the department's mission, and their combined use is integral to the safety of the greater Spokane community and environment. Therefore, the total grant amount is justified to ensure that the agency's preparedness and response efforts are effective and comprehensive.

*4. What gaps exist within your Area of Response or organization for oil spill and hazardous materials response equipment? Does your request address any of those gaps?
Chemical Detection: Detection or verification of unknown substances is at the heart of the Spokane Hazmat team responses. Nationally one of the most proven technologies is called Raman. This technology can scan a substance, match it to its library and deliver a highly probable identification. Currently the teams Raman detector (Ahura) is obsolete in comparison to today's systems. In some cases, even providing inaccurate data. It is basically an outdated instrument (like the old flip phones). Identification of unknowns allows responders to mitigate further environmental impact and right size the overall response and cleanup. Funding for a new Raman monitor would fill this gap and is our highest priority for this funding request.

PPE: With the request of new boom equipment and the creation of a boom program, PPE is a gap with our responders to safely and effectively perform spill mitigation. Currently the Hazmat team does not have water way clean up PPE other teams throughout the county have. This equipment would fill the gap to be able to respond in all seasons and flows throughout the year by safely outfitting its members.

There is aging out and non operational decontamination equipment. Current water heaters do not function and outdated. Equpment is needed to decon mass amounts of contaminated pts.

Current Chlorine A-kit is aged out and difficult to apply.

*5. Describe how you plan to house and maintain requested equipment and/or resources long-term.
The Spokane Fire Department has developed a systematic approach for long-term housing and maintenance of the equipment requested. The department maintains secure, climate-controlled storage facilities explicitly designed to safeguard the equipment. These facilities shield the gear from environmental influences, guaranteeing its operational efficiency.
The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions.
Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.
This rigorous approach ensures the Spokane Fire Department's commitment to the long-term functionality and preservation of the requested equipment. It underlines our dedication to maintaining the highest safety and operational standards in our hazardous materials response efforts.

*6. How will this request maximize the use of equipment and/or resources currently owned by the applicant, other emergency responders, and/or industry?
As the sole hazmat team in the Eastern Washington region, the Spokane Fire Department plays a pivotal role in providing swift and efficient detection and decontamination support for the region. The acquisition of these critical resources is integral to our mission of safeguarding the Spokane community and extending our expertise and assistance to the broader Pacific Northwest region.

Each resource we seek through this grant application serves to enhance our capabilities to support the region's first responders and the Department of Ecology in their critical functions.
The Spokane Fire Department is committed to environmental protection for the region. They are a reliable and indispensable asset, ready to collaborate with and assist other agencies in need. Implementing these resources amplifies the department's capacity to serve as a dependable partner in ensuring the safety and well-being of the community and environment throughout the Pacific Northwest.
Correctly sized river boom will replace the mismatched still water boom that only give limited capabilities to contain a spill. Spokane's main water way is the Spokane River that has various flows throughout the year.

*7. Describe the process used to estimate costs in the budget.
The process used to estimate costs in the budget for the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative is a systematic and thorough approach that begins with a comprehensive needs assessment. This assessment identified the equipment, training, and resources required to enhance hazmat response and preparedness. It considers the department's existing capabilities, the condition of its current equipment, and industry best practices.
The Spokane Fire Department identified and created a list of necessary resources. This includes all equipment, training programs, maintenance and replacement needs, and other ancillary items required for effective response and preparedness.
Research and vendor consultations play a crucial role in the cost estimation process. Research was conducted to determine the best available resources on the market, and vendor consultations and requests for quotations were made to gather pricing information for each identified resource. This step ensured the department was making the most cost-effective and high-quality options.
An estimate of costs was calculated for training programs, including instructor fees, materials, and any associated travel or accommodation expenses.
Before finalization, the estimated costs were reviewed by financial experts and department officials to ensure accuracy, completeness, and alignment with the project's objectives.

Upload supporting budget estimates
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605-BoomEstimate.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_2-rigaku.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_3-MESBid.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_4-AllhandsSalesOrder_SO103973_1706283244306.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_5-akit.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_6-decontent.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_7-deconheater.pdf

*8. Are you requesting an unmanned aircraft system? Yes ✔ No

*9. Describe the need and use of equipment your are requesting and how they will enable you to respond to hazardous materials and/or oil spills.
The requested equipment is integral to strengthening the Spokane Fire Department's ability to respond effectively to hazardous materials incidents and oil spills, safeguarding the community and environment. Each item addresses specific needs in their response toolkit, significantly enhancing their preparedness and response capabilities.

New Response Equipment and Resources

River booms for oil spill cleanup play a vital role in containing and managing oil spills in bodies of water. These booms create a barrier preventing spilled oil's spread, protecting ecosystems and water quality. They minimize environmental damage during oil spill responses by facilitating swift and effective containment. It is important to recognize that the Spokane Hazmat team would be the quickest in proximity to the Spokane river for boom deployment. The boom would be housed in the current SFD trailer stored near several deployment sites at the Spokane Fire Training center. Our current boom is not specifically designed for various river flow rates which renders it less effective to contain spills. New standardized boom that fits the river flows and matches with other agencies is important to control the spill with the smallest environmental impact. Additional deployment tools is part of this request to make it a comprehensive package.

Replacing the team's outdated (20-year-old Ahura) chemical identifier is critical to maintaining the reliability and effectiveness of response capabilities. Newer chemical identifier technology offers advanced features and improved accuracy, ensuring our ability to identify and mitigate hazardous materials incidents with precision swiftly. This is very important to avoid false readings. This can delay return to service times, free up other agencies by delaying on scene times and unnecessary disposal processes. Correctly identifying chemicals can indicate hazardous that are potentially fatal to the public and first responders. The Spokane Hazmat monitor team has spent a great deal of time researching the best replacement for spectrometry technology. The Rigaku has one of the most complete libraries of chemicals with excellent customer support and warranty.

The inner communication face pieces are a technology that allows hazmat personnel operating in level A suits be able to speak directly to each other. These face masks are integrated directly to the team's existing SCBAs without any modifications or costs. The benefits to the team members are to complete difficult tasks, like applying a C-kit on top of a rail car, without tying up radio frequencies or using misunderstood hand signals. This will create a safer environment to work in and speed up the times needed to complete the tasks.

The level A-kit will replace the aged out (25 years old) kit that outdated and difficult to apply on a leaky cylinder. This will speed up the application times and provide a higher success rate to stop the leak.

Collectively, these requested resources encompass a comprehensive approach to enhancing the Spokane Fire Department's response capabilities and preparedness for hazardous materials incidents and oil spills. They represent a critical investment in the department's mission to serve as responsible stewards and first responders in the Pacific Northwest region, ensuring the community's safety and the protection of the environment.

Spill Response and Hazardous Materials Training

*1. Are you requesting training for oil spill and hazardous materials response? ✔ Yes No

*2. Estimate the total budget for Training. A description of each category is available in Appendix D of the Funding Guidelines, along with an example budget.

Hazardous Materials Training is offered at no cost to first responders through the State Fire Marshal's Office. If you are requesting training available on this website, it is conditionally eligible and may not be approved if capacity for this training exists within the State Fire Marshal's Office.

Training	Description	Estimate # Attendees	Amount Requested
Major Incident Response Training	Requesting instructors to teach the WA State approved Hazmat Tech class. Open to surrounding agencies	20	$13,500.00
Major Incident Response Training	Hazmat IQ course needed for the new SFD Techs. Open to surrounding agencies.	20	$6,500.00
Major Incident Response Training	Hazmat Incident Safety Officer Course Open to surrounding agencies.	20	$12,000.00
Major Incident Response Training	Hazmat Incident Command Course. Open to surround agencies	20	$8,000.00
Major Incident Response Training	Boom deployment registrations for 10 SFD members of the Hazmat, Swift water and rope team to learn to deploy boom specifically to river operations	12	$18,000.00
		Total	$58,000.00

*3. What gaps exist within your Area of Response or organization regarding training for responding to oil or hazardous materials incidents? Does this request address any of those gaps?
The Spokane Fire Department Hazardous Material Team operates a dedicated Training Division with expertise in providing in-house training. The team's annual budget, funded by its administration, is primarily allocated to offer education and training within our local areas of expertise. These in-house training efforts focus on specific tasks, such as applying a chlorine kit to the rail car prop, addressing small-scale incidents, and meeting the requirements outlined in Table 4 of the WAC hazmat code to maintain certifications.
However, there are significant gaps in our training programs, particularly concerning the initial WA state Haz Technician certification process, large-scale operations, unified command structures (involving agencies like the Department of Ecology), swift water mass spill containment and emerging technologies. Large-scale incidents, such as a railcar explosion just outside the city, and swift water boom deployment operations that require specialized instruction that we currently lack the funding to provide.
Given the ever-evolving dynamics of hazardous material incidents and technologies, an efficient solution is to engage certified outside agencies to conduct training sessions in Spokane. Presently, the SFD Hazmat Team needs more funding for this option, as the existing training budget is primarily designated for students off-duty OT needs, off-duty team instructors for in-house training, and a Hazmat Specialist class offered every other year. It does not include funds for a certified Trainer to initially train new

members to be certified as WA state Technicians. Spokane also opens up the classes to outside agencies giving outside agencies the opportunity to be WA State HazMat technicians.
Bringing specialized instructors into Spokane offers several advantages. First, it ensures that current hazmat topics and processes are taught by agencies specializing in those areas. These classes are efficient, led by subject matter experts who stay current on national events, and often offer certificates that help members maintain their Continuing Education Credits (CECs). This addresses areas where our Hazmat team trainers may need more training or experience.
Secondly, the entire Spokane Hazmat Team can receive training during quarterly training time frames. These uninterrupted four consecutive 8-hour days provide each shift with the opportunity for training without requiring "back-fill" overtime for off-duty team members. The classes can also be made available to neighboring agencies like the Spokane Police Department's Bomb Squad, adjacent Fire Departments, and other agencies statewide that can benefit from the training. Priority would be given to fill available seats for SFD Hazmat members, and any remaining spots would be opened to outside agencies. The focus is on selecting reputable companies with subject matter experts to teach topics not covered by our Training Department.
Third, if new equipment is acquired through this grant, such as booms, the funding can be utilized to pay for hands-on training for this equipment. Historical data shows equipment familiarization is significantly more effective to provide in-person instruction. Our existing Hazmat training budget needs more financial resources to send team members for training on new equipment, often relying on videos or literature that can be challenging to comprehend due to the equipment's complexity. Attending certified classes has proven far more effective since SFD does not always have the staff certified in certain subject matters.
By making funding available through this grant, we can address significant gaps in our training programs, ensuring that we are well-prepared to respond to complex, multi-agency incidents and stay current with new technologies. This not only benefits the Spokane community but also the Department of Ecology by allowing for more controlled and professional mitigation of incidents and providing training to a wid

*4. Describe the process used to estimate costs in the budget.
The process used to estimate the costs in the budget for the Spokane Fire Department's training requests is a detailed and systematic approach that encompasses several vital steps. It began with identifying the personnel's specific training needs based on a comprehensive assessment of the skills and knowledge required to respond effectively to hazardous materials incidents. This assessment considers the number of personnel who need training and evaluates their current proficiency levels.

Once the training needs are established, the next step involves selecting the most suitable training programs. This selection is based on their alignment with our identified needs and adherence to industry standards and best practices. Training programs may encompass various aspects of hazmat safety, such as Hazardous Materials Technician courses or Chemical Emergency Response Training.

Cost analysis is a critical component of our budget estimation process. We gather detailed information regarding the expenses associated with each training program. This includes course fees, training materials, textbooks, travel, accommodation, and additional costs tied to the training initiatives. Instructor fees are also factored into the budget estimation. Instructors with the necessary expertise are instrumental in delivering effective training programs, and their compensation is an essential component of the overall training cost.

Materials and resources required for the training programs are also included in the budget estimate. These materials can include textbooks, protective gear, simulation tools, and training props, ensuring that our personnel can access the necessary resources to make the training effective.

By following this comprehensive process, the Spokane Fire Department aims to ensure that the estimated costs for our training requests are accurate and all-encompassing. This approach supports the efficient allocation of funds to provide personnel with the essential training needed to enhance their hazmat response capabilities and, in turn, safeguard the community, region, and environment effectively.

Upload supporting budget estimates
https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619-Haztechclass.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_2-HazIQNB-59342.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_3-HazSafetyIC.pdf
https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_4-BoomRegistration.pdf

*5. Describe the need for the training you are requesting and how it will enable you to respond to hazardous materials and/or oil spills.
The training requested by the Spokane Fire Department is essential in enhancing their response capabilities for hazardous materials incidents and oil spills, addressing the specific needs and challenges in these complex and dynamic scenarios. This training is designed to provide their personnel with the knowledge and skills necessary to respond safely and efficiently to such incidents. It encompasses a wide range of topics, including hazard assessment, the use of personal protective equipment, decontamination procedures, and incident command.

The department recognizes that effective response to hazardous materials and oil spills requires a coordinated effort among various agencies and first responders. To promote collaboration and improve regional response readiness, the training that the department is requesting will be open to other agencies and first responders in the region. This inclusive approach benefits the Spokane Fire Department's personnel and strengthens the overall capacity of response partners.

SFD understands regional cooperation's value and the importance of sharing expertise and best practices. In cases with unused training seats, the department will allow our regional response partners to participate. This collaborative approach ensures that a broader network of responders is well-prepared to handle hazardous materials incidents and oil spills, ultimately enhancing the community's safety and the protection of the environment.

Maintenance of Existing Response Equipment and Resources

Routine maintenance and replacement of equipment and/or resources awarded during previous grant cycles is a high priority through this grant. While the recipient is expected to demonstrate the ability to take care of routine and unexpected maintenance needs themselves, requests for cost reimbursement is eligible as long as funding is available. See the Funding Guidelines for more information.

* 1. Are you requesting maintenance or enhancement of equipment and/or resources received through a previous Ecology Equipment Cache Grant? ✔ Yes No

* 2. Estimate the total budget for Maintenance of Existing Response Equipment and/or Resources. See Appendix E of the Funding Guidelines for an example budget.

Equipment and/or Resources	Description of maintenance or replacement	Ecol. Agree. #	Amount Requested
Foam Trailer	1x 260 gallons of AR-AFFF	Grant for 2017-2019-00026	$12,500
Lithium Battery control equipment	Replace and add to current EV blankets and other EV/Lithium equipment.	2325 / 2123 grant periods	$1,200
		Total	$13,700

* 3. Have the equipment and/or resources been used on an incident? ✔ Yes No

Please describe.
In the winter of 2024, there was a 406 tractor and trailer roller where the full cotenants of gasoline and diesel fuel ignited on fire. SFD Hazmat responded with its DOE grant funded foam trailer. This was a coordinated effort with Fairchild AFB, District 8, Washington State Patrol and Dept of Ecology to extinguish the fire and contain runoff.

The Spokane Fire Department has responded to several lithium battery fires utilizing several pieces of equipment awarded from prior grants. Some of the items (cell block) are disposable which need to be replaced. We also have detection equipment used to indicate if harmful smoke byproducts are in the air. In the Spring of 2025, the Maax amp Lithium battery fire caused a significant amount of smoke where detection equipment was used to set safety zones.

* 4. Describe the process used to estimate costs in the budget.
This is a tote of foam used by the Hazmat for training purposes. The foam trailer was from a prior grant used for the mobile foam operations and its refilling capabilities. Bid included is for two but SFD is only requesting 1 tote. This Bid was generated from our current supplier. Due to the large purchase amount, 3 bids are required prior to purchase.

Upload supporting documents
https://ecyeagl/IntelliGrants_BASE/_Upload/317369_959481-AllhandsSalesOrder_SO103973_1706283244306.pdf

Uploads

Description	Upload
Boom and Accessories Estimate	https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884773-Boom Estimate.pdf
Level A Radio Facepiece estimate	https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884825-MESBid.pdf
Chemical Identifier (Tax not on bid)	https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884823-rigaku.pdf

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 09/22/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/16/2026
		Clerk's File #	ORD C36946
		Cross Ref #	
Council Meeting Date: 10/07/2026		**Project #**	
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM X6383	**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 – QUARTER 3 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, and declaring an emergency.

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of certain job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are included in the ordinance. 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?

Ensures compensation equity.

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?

Ensures compensation equity.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 2,088 - 4,155
Current Year Cost	**$** 321 - 639
Subsequent Year(s) Cost	**$** TBD

Narrative

Total & Current:For SPNs with former ranges (see City-wide $s above), however, for SPNs without a former range, indeterminable. Subsequent year(s) cost: Total cost ranges above multiplied by the contracted COLAs applicable to that year and union.

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

Funding Source	One-Time
Funding Source Type	Reserves

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

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	ADAM, ALLISON	**MANAGEMENT &**	MILLER, JACOB
Division Director	ADAM, ALLISON		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
aadam@spokanecity.org	scrist@spokanecity.org

ORDINANCE NO C36946

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, 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) Change the grade and associated pay range for the classification as noted below.

Union	**SPN**	**Title**	**From Grade**	**To Grade**	**Former Range**	**New Range**
L270	030	Crime and Intelligence Analyst I	---	A04-32	---	$51,240-$80,284

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**
M&P-A	831	Transportation & Sustainability Operations Manager	---	A01-48	---	$87,905-$123,693

Section 2. That in the budget of the Water – Wastewater 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**
L270	559	Public Works Trainer	---	A05-38	---	$56,961-$91,162

Section 3. That in the budget of the Accounting 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**
M&P-B	117	Payroll Manager	A02-47	A02-48	$84,773-$119,851	$86,861-$124,006

Section 4. 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:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/9/2026
		Clerk's File #	RES 2026-0068
		Cross Ref #	
Council Meeting Date: 10/07/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 625-6510	**Requisition #**	
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING 2027 INCLEMENT WEATHER SHELTER OPERATORS		

Agenda Wording

A Resolution authorizing the City to enter into subrecipient contracts with Jewels Helping Hands and Catholic Charities for the operation of inclement weather surge capacity beds from 1/1/27 - 12/31/27, pursuant to the 2027 Inclement Weather Request for Proposals (RFP) that closed on August 16, 2026.

Summary (Background)

On July 15, 2026, HHS posted a Request for Proposals (RFP) to solicit applications for Inclement Weather Bed shelter operators for calendar year 2027. There were only 2 applicants: Catholic Charities and Jewels Helping Hands. On September 1, 2026, the CHHS Board voted to approve the Human Services Committee recommendation to support Catholic Charities and Jewels Helping Hands as inclement weather shelter operators. Attached to this agenda sheet is the Human Services Committee Recommendations for the inclement weather RFP as well as a draft copy of the resolution authorizing HHS to contract with Catholic Charities and Jewels Helping Hands for inclement weather beds from 1/1/27-12/31/27. The inclement weather beds will be funded by 1590 funds with $1 million available for inclement weather services. The attached resolution outlines $978,000 of the available funds will be awarded to support the following inclement weather projects: Catholic Charities - $678,000 House of Charity Shelter - Up to 35 beds for single men at approximately $69 per bed per night St. Margaret's Shelter - Up to 13 beds for families with children (based on availability) at approximately $75 per bed per night Jewels Helping Hands - $300,000 Morning Star Shelter - Up to 20 beds for adult women at $75 per bed per night The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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 reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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?

These projects align with SMC 02.04.045 as well as the CoC's Five Year Strategic Plan to End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 978,000
Current Year Cost	$ 978,000
Subsequent Year(s) Cost	$

Narrative

Of the $978,000, $678,000 will be allocated to Catholic Charities and $300,000 will be allocated to Jewels Helping Hands to fund inclement weather beds from 1/1/27-12/31/27.

Amount		Budget Account
Expense	$ 978,000	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2027. These are 1590 HEART Funds that will support these projects through 12/31/27.

Expense Occurrence	One-Time

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

1590 HEART Funds

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	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

RESOLUTION NO. 2026-0068

A Resolution authorizing the City to enter into subrecipient contracts for the operation of inclement weather surge capacity beds, pursuant to the *2027 Inclement Weather Request for Proposals* (RFP) that closed on August 16, 2026.

WHEREAS, The City may establish inclement weather centers when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events in accordance with SMC 02.04.045; and

WHEREAS, pursuant to RCW 82.14.530 and chapter 08.07C SMC, the City has imposed a sales and use tax, the money collected from which may be used for facilities providing housing-related services; and

WHEREAS, pursuant to the HEART Fund (1590 Sales and Uses Tax Revenue), $1,000,000 in funding has been made available for inclement weather services; and

WHEREAS, on July 15, 2026, the City of Spokane, through it's Housing and Homeless Services Department, issues the *2027 Inclement Weather Request for Proposals* (RFP) to identify qualified agencies to operate inclement weather beds beginning January 1, 2027, through December 31, 2027, that provide safe, low-barrier shelter beds to individuals and families experiencing homelessness during inclement weather events; and

WHEREAS, the RFP closed on August 16, 2026, and after thorough review and evaluation of the proposals by the Human Services Committee on August 26, 2026, and with the CHHS Board's approval of this recommendation on September 1, 2026, the following projects were recommended for funding:

1. Jewels Helping Hands – Morning Star Shelter - $300,000
2. Catholic Charities – House of Charity Shelter & St. Margaret's Shelter - $678,000

; and

WHEREAS, City Council approval is required to authorize the execution of subrecipient contracts for selected providers to operate inclement weather beds in accordance with the terms and funding outlined in the RFP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane hereby approves entering into subrecipient contracts with the agencies selected through the *2027 Inclement Weather Request for Proposals* process, as recommended by the Human Services Committee; and

BE IT FURTHER RESOLVED that the City, by and through the appropriate officers, is authorized to execute all agreements, contract documents, and subsequent amendments necessary to implement the inclement weather shelter operations, provided such agreements are consistent with applicable funding sources and approved budget authority; and

BE IT FURTHER RESOLVED that these contracts shall be administered by the Housing and Homeless Services Department.

Passed by the City Council this _____ day of _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

CHHS Human Services Committee Recommendations
August 2026

INCLEMENT WEATHER RFP, $1M available (unanimous recommendation)

1) **Fund all offered beds at Catholic Charities of Eastern Washington**
   - 35 beds at House of Charity (single men) at $69 per bed per night
   - 13 family beds, only if space available at St. Margarets at $75 per bed night
2) **Fund 20 offered beds at Jewels Helping Hands**
   - 20 beds at Morning Star Shelter (single women) at $75 per bed per night
   - Jewels had proposed 20 beds at the Housing Navigation Center but this was ruled out by the HHS Department since it's a day-time only shelter.

RECOMMEND FULL FUNDING OF ALL POTENTIALLY AVAILABLE BEDS:
20 beds @$75, JHH Morning Star Shelter ($300K if 200 nights)
13 beds @$75, CCEW St. Margarets ($195K if 200 nights)
35 beds @$69, CCEW House of Charity ($483K if 200 nights)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/8/2026
Clerk's File #	RES 2026-0069
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE EAST

Agenda Wording

A resolution declaring the intention of the City Council to expand the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075.

Summary (Background)

Once annually, City Council is authorized by RCW 35.87A to modify the boundaries of a Parking and Business Improvement Area (PBIA) so long as the expansion area doesn't have a projected assessment greater than ten percent of the most recent assessment for the existing area. Modification of the PBIA must be adopted by ordinance after a public hearing and notification to effected properties. This Resolution establishes the intent to modify the boundary of the East Sprague PBIA. The existing PBIA ends at Erie Street and would be expanded westward to Hatch Street, near the University District Pedestrian Bridge. The East Sprague Ratepayer Advisory Board has conducted outreach to the property owners within the expansion area to introduce the support services to be offered by the PBIA. All effected property owners will be provided notice of the proposed expansion and will be given an opportunity to make comments and/or objections at the public meeting on October 21, 2026.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Expansion of the East Sprague Parking and Business Improvement Area has been in discussion with the property owners and businesses in the larger East Central neighborhood adjacent to the PBIA-rea since early 2025. Businesses and property owners located within the University District Public Development Area have indicated an interest in having the PBIA expand to offer coordinated services such as area promotion, event planning, sidewalk snow removal, and more.

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 creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

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

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments.

Expense Occurrence	N/A

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

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

Distribution List	
LaVerne Biel; laverne.esba@gmail.com	Chris Venne; ctvenne@comcast.net
smacdonald@spokanecity.org	sgardner@spokanecity.org
abeck@spokanecity.org	eking@spokanecity.org

RESOLUTION 2026 - 0069

A RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA

WHEREAS, RCW 35.87A.075 authorizes City Council to take legislative action to modify the boundaries of the East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Sprague Ratepayer Advisory Board met and voted on August 19, 2026, to recommend a westward expansion of the East Sprague Parking and Business Improvement Area along Sprague Avenue towards Hatch Street; and

WHEREAS, no previous expansion action has been taken by City Council to expand the East Sprague PBIA in 2026, and the proposed expansion area assessment is less than ten percent of the previously approved assessment roll.

NOW, THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council declares its intention to modify the boundary of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.075, to expand the boundary from Sprague Avenue and South Erie Street westward to South Hatch Street, as depicted on Appendix A.

2. A public hearing before the Spokane City Council to consider the proposed modification and to take public testimony shall be held on October 28, 2026, starting at 6:00 p.m. in the City Council Chambers in the lower level of City Hall located at 808 W Spokane Falls Blvd.

3. The assessments for the expansion area shall be established pursuant to RCW 35.87A.080 and 35.87A.090 and any other applicable provision of Chapter 04.31C of the Spokane Municipal Code.

ADOPTED by the City Council this ____ day of October, 2026.

_____
City Clerk

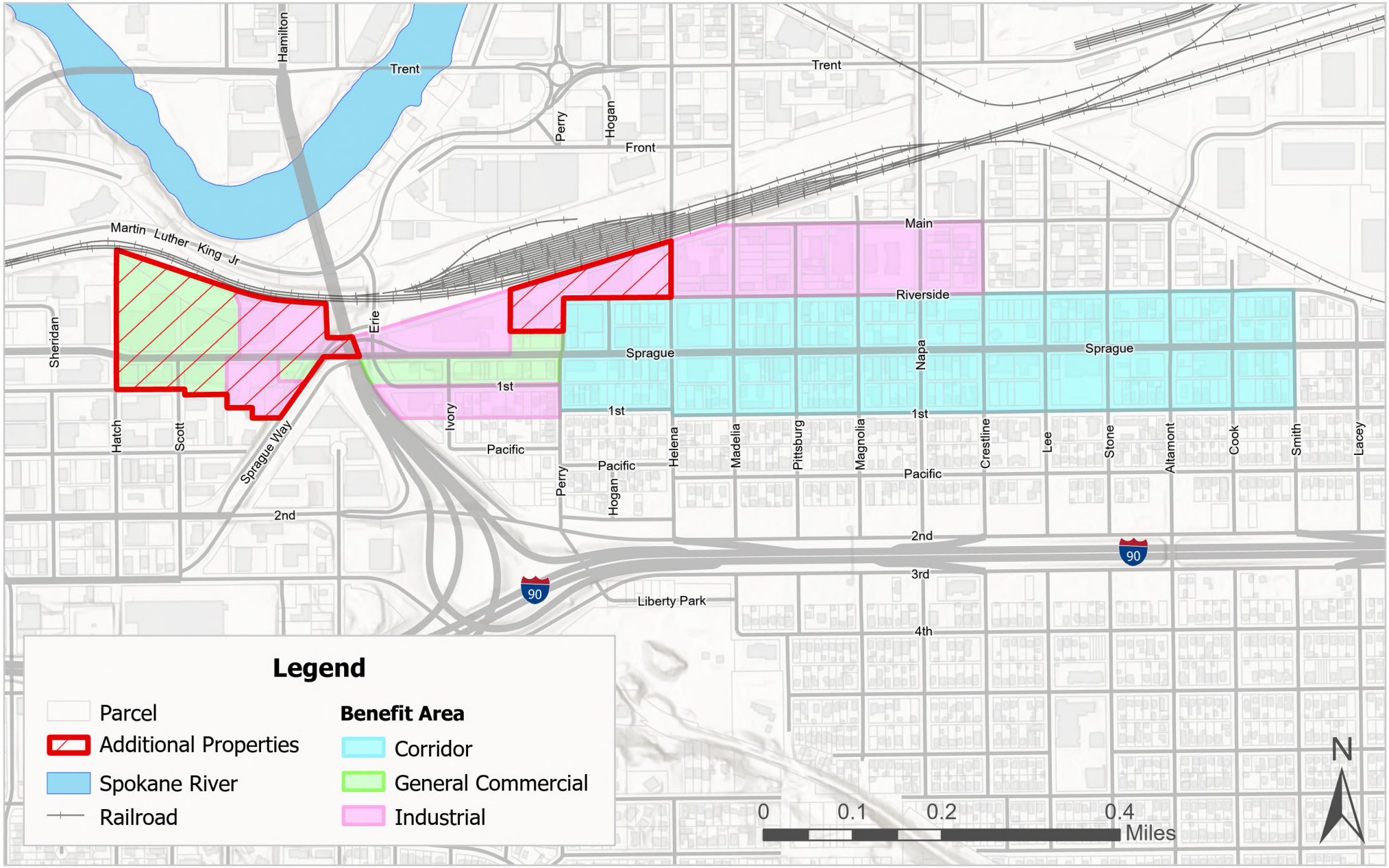
Approved as to form

_____
Assistant City Attorney

As amended 09-22-26

Appendix A

East Sprague Parking and Business Improvement Area Boundaries



Amended Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Reports, Contracts & Claims **Council Meeting Date:** ((~~09/16/2026~~)) **09/23/26**		**Date Rec'd**	7/27/2026
		Clerk's File #	OPR 2026-0762
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20998000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PRE-APPROVAL TO PURCHASE 18 VEHICLES FOR POLICE		

Agenda Wording

Pre-approval to purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) for $1,475,130 including commissioning and applicable sales tax.

Summary (Background)

SPD would like to purchase 18 new vehicles for 2026 as follows: 5 Ford Maverick, 4 Chevrolet Tahoe, 7 Patrol equipped Ford Explorer, 1 K9 equipped Ford Explorer, and 1 Patrol Sgt/Lt equipped Ford Explorer. Vehicle drivetrain selection will prioritize hybrid electric (HEV) drivetrains as available. All vehicles (or similar vehicles as specifications and availability allow), will be purchased using a Washington Department of Enterprise Services contract or otherwise following City Competitive purchasing procedures. Total cost is $1,475,130 including sales tax and commissioning. Funding is via SIP loan. Pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

As amended 09-22-26

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year	YES
Total Cost	$ 1,475,130
Current Year Cost	$ 1,475,130
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles are to be purchased using cooperative contracts or approved City competitive purchasing practices.

Amount		**Budget Account**
Expense	$ 1,100,000	# 5902-79115-94210-56404-68406
Expense	$ 375,130	# 5902-79115-94210-56416-68406
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	kahaack@spokanecity.org
fleetservicesaccounting@spokanecity.org	

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

Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

CERTIFICATION OF BUSINESS ACTIVITIES

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

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected: ☐

If rejected provide reason:

Reviewed By: [signature] Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

OPR 2026-0762 (TELIS AMENDMENT) (09-17-26)

PURPOSE OF AMENDMENT: If this revised agenda sheet is adopted, it will (1) reflect Council's desire to have the purchase of hybrid vehicles prioritized, (2) specify that funding is via SIP loan, and (3) state that pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

Amended Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Reports, Contracts & Claims **Council Meeting Date:** ((~~09/16/2026~~)) 09/23/26		**Date Rec'd**	7/27/2026
		Clerk's File #	OPR 2026-0762
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20998000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PRE-APPROVAL TO PURCHASE 18 VEHICLES FOR POLICE		

Agenda Wording

Pre-approval to purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) for $1,475,130 including commissioning and applicable sales tax.

Summary (Background)

SPD would like to purchase 18 new vehicles for 2026 as follows: 5 Ford Maverick, 4 Chevrolet Tahoe, 7 Patrol equipped Ford Explorer, 1 K9 equipped Ford Explorer, and 1 Patrol Sgt/Lt equipped Ford Explorer. Vehicle drivetrain selection will prioritize hybrid electric (HEV) drivetrains as available. All vehicles (or similar vehicles as specifications and availability allow), will be purchased using a Washington Department of Enterprise Services contract or otherwise following City Competitive purchasing procedures. Total cost is $1,475,130 including sales tax and commissioning. Funding is via SIP loan. Pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year	YES
Total Cost	$ 1,475,130
Current Year Cost	$ 1,475,130
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles are to be purchased using cooperative contracts or approved City competitive purchasing practices.

Amount		Budget Account
Expense	$ 1,100,000	# 5902-79115-94210-56404-68406
Expense	$ 375,130	# 5902-79115-94210-56416-68406
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	kahaack@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2024-0785		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	KERI 625-6577	**Requisition #**	28943
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	CONTRACT AMENDMENT TO OPR 2025-0785: HOUSING NAVIGATION CENTER		

Agenda Wording

Contract amendment to OPR 2024-0785 with Jewel's Helping Hands for operation of the Housing Navigation Center to: (1) extend operating hours, (2) add funding for to-go meal service, and (3) extend the contract term by three months.

Summary (Background)

The Housing Navigation Center (HNC), operated by Jewel's Helping Hands under OPR 2025-0785, is a physical location for providing connections to longer term housing and service options. The HNC currently operates from 8am to 6pm, 7 days a week. In response to community need to expand guest access, this amendment extends operating hours to 7am to 8pm and adds funding for to-go dinner services, since guests will now be present through the dinner hour under the new schedule, and extends the contract term to the end of the state fiscal year (6/30/27). Amendment terms: 1. Expand hours of operation from 8:00am to 6:00pm (10 hours) to 7:00am to 8:00pm (13 hours) 2. Add funding for to-go dinner services provided during evening operating hours now that the Center remains open through dinner, at an estimated $2.50 per meal for 125 guests per day ($312.50/day) 3. Extend the contract term by three (3) months from April 1, 2027 to June 30, 2027, aligning with the SFY27 fiscal year end

What impacts would the proposal have on historically excluded communities?

This project reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, and other historically excluded residents – by directly connecting individuals to emergency housing, Coordinated Entry access, documentation gathering, and connection to basic health care, food and income benefits, employment opportunities, transportation, and providers that deliver culturally responsive, trauma-informed care.

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 follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management 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?

This project aligns with the H.O.M.E. Starts Here Initiative and the Spokane Regional Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,276,193.00
Current Year Cost	$ 843,551.00
Subsequent Year(s) Cost	$ 432,642.00

Narrative

The current contract amount is $843,551 for the period of 7/1/26 - 3/31/27; the amendment adds $432,642 for increased cost associated with extended operating hours effective 10/1/26 and a three-month contract extension of 4/1/27 - 6/30/27.

Amount		Budget Account
Expense	$ 840,037.00	# 1540-95662-65410-54201-99999
Expense	$ 143,514.00	# 0300-53010-65410-54201-99999
Expense	$ 152,726.00	# 1540-95570-65410-54201-99999
Expense	$ 139,916.00	# 1555-19100-65410-54201-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Additional funds for this contract are sourced from the City's Human Services Grant, Local Document Recording Fees, and Opioid Settlement funds. Continuation beyond the current contract term is contingent on future budget appropriations by Council as part of the annual budget process.

Expense Occurrence	One-Time

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

This is a reimbursement-based contract with no revenue-generating component and no match requirement

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	DUFFEY, ANDREW
Division Director	KINDER, DAWN	PURCHASING	NECHANICKY, JASON
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	kcederquist@spokanecity.org
ppourzanjani@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2025-0785
AMENDMENT C

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205	**2. SUBRECIPIENT DOING BUSINESS AS** N/A
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM	**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT	**8. FUNDING SOURCE**	**9. START DATE**	**10. END DATE**
FY 26: $849,899.66 FY 27: $1,276,193.00 TOTAL: $2,126,092.66	☐ FEDERAL ☒ STATE ☒ LOCAL/OTHER ☐ N/A	FY 26: 09/15/25 FY 27: 07/01/26	FY 26: 06/30/26 FY 27: 06/30/27
AMENDMENT AMOUNT N/A			

11a. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** DOCUMENT RECORDING FEE BACKFILL	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** FY 26 :$843,011.37 FY 27: $840,037.00	**TOTAL STATE AWARD** FY 26: $4,874,358.00 FY 27: $4,752,606.00	**STATE AWARD DATE** 07/01/25
11b. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** HUMAN SERVICES GRANT	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $150,402.29	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
11c. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** LOCAL DOCUMENT RECORDING FEE	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $152,726.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
11d. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** OPIOID SETTLEMENT FUNDS	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $139,916.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A

ALN #	**RESEARCH & DEVELOPMENT?**	**12. INDIRECT COST RATE**
N/A	☐YES ☐NO ☒N/A	DE MINIMIS – 15%

13. EIN #	14. UEI #	15. UBI #	16. FMS VENDOR #	17. PROJECT ID #
84-2198820	T55UM126WD94	604-475-550	049096	44504

18. CONTRACT PURPOSE

BUDGET REVISION AND UPDATED SCOPE OF WORK FOR THE HOUSING NAVIGATION CENTER

CITY OF SPOKANE

AGREEMENT AMENDMENT C

Title: HOUSING NAVIGATION CENTER

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted AGREEMENT language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES are amending the AGREEMENT to include an updated Scope of Work reflecting the changes in services to be provided; and

WHEREAS, a change or modification to the budget has been initiated by the PARTIES; and

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

1. AGREEMENT DOCUMENTS.
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on September 15, 2025.

3. AMENDMENT – SECTION 2. SCOPE OF WORK
   The SCOPE OF WORK AGREEMENT to this AMENDMENT is hereby incorporated into and made a part of the Agreement.

4. AMENDMENT – SECTION 3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The term of this AGREEMENT begins on September 15, 2025, and shall run through ((~~March 31, 2027~~)), June 30, 2027 unless amended by written agreement or terminated earlier under the provisions.

5. AMENDMENT – SECTION 4. – COMPENSATION & BUDGET.
   The PARTIES agree to revise the funding and budget amounts under this AGREEMENT. This AMENDMENT de-obligates certain previously obligated funds, rolls forward certain

unspent or remaining funds, and adds additional funds to the AGREEMENT. As a result of these changes, the budget amounts set forth in this AMENDMENT constitute the revised and current budgets for the applicable funding sources and activities.

The AGREEMENT FACE SHEET is hereby amended to reflect the revised funding sources and corresponding funding amounts. The budgets attached to and incorporated into this AMENDMENT supersede the prior budgets for the affected funding sources and activities and shall govern the expenditure of funds under this AGREEMENT as amended.

SFY 2026 BUDGET (09/15/25 – 06/30/26)	
FACILITY SUPPORT	$160,246.01
OPERATIONS	$599,365.09
ADMINISTRATION	$90,288.56
TOTAL	$849,899.66

SFY 2027 BUDGET (07/01/26 – 06/30/27)	
FACILITY SUPPORT	$143,017.00
OPERATIONS	$978,313.00
ADMINISTRATION	$154,863.00
TOTAL	$1,276.193.00

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 AGREEMENT AMENDMENT by having legally-binding representatives affix their signatures below.

SUBRECIPIENT

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

Attachments that are a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCOPE OF WORK

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	CHG, LOCAL DRF, OPIOID, HSG Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

SCOPE OF WORK

Housing Navigation Center

1. DESCRIPTION

The Housing Navigation Center (HNC) is a physical location for providing connections to longer term housing and service options. The HNC will serve as a safe space during daytime hours (7:00am - 8:00pm, 7 days a week) for vulnerable households without minor children.

The GRANTEE will manage day to day operations, compliance, and outcomes of the HNC. The GRANTEE will also provide coordination with specialized shelters and outreach teams to ensure referrals are accessible and accurate. The GRANTEE will provide services directly as well as coordinate a rotation of providers brought on site to meet specific needs of the population being served leading toward stabilization prior to being referred out to the appropriate housing destination. The GRANTEE will also be responsive to the needs and any potential impacts on the surrounding neighborhood.

The Specialized Site Shelter Operators manage sites throughout the region service specific populations/needs for households without minor children experiencing homelessness. The GRANTEE shall work in tandem with the Specialized Site Shelter Operators and the Street Outreach Team to house people as quickly as possible in transitional or permanent housing options.

The GRANTEE will be responsible for coordinated the variety of services needed for an individual to obtain emergency, transitional, or permanent housing. Aside from directly connecting individuals to emergency housing, other services offered at the HNC will, at a minimum, include:

- Transportation (including bus passes and vehicle transportation) to and from (or in coordination with) overnight shelters
- Assistance in accessing treatment services (primary care, mental health, substance use, cooccurring, etc.)
- Coordinated Entry Access
- Documentation gathering (photo ID/social security card)
- Compliance with HMIS requirements for enrollments into HNC and document uploads (photo ID/SSN card)
- Connection to the following resources:
    - basic health care
    - food and income benefits
    - employment opportunities
    - Oxford Homes, group homes, adult family homes
    - emergency shelter/transitional housing that offer sober living

2. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)

SCOPE OF WORK

Housing Navigation Center

☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)
☒ Day Shelter (DS)

3. HMIS PROJECT NAME(S)

JHH--DS--HNC

4. HOUSING TYPE

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site
☐ N/A

5. INVENTORY

Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	N/A
Total Number of Beds in HMIS Project	N/A

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of the Housing Navigation Center; a day shelter project.

6. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☐ Other (please describe): Click or tap here to enter text.

7. SITE LOCATION(S)

Cannon Shelter
527 S. Cannon St.
Spokane, WA 99201

8. ADMINISTRATION LOCATION

Jewel's Helping Hands Administrative Office
5128 N. Jefferson St.
Spokane, WA 99205

9. SUBPOPULATIONS SERVED

SCOPE OF WORK

Housing Navigation Center

Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Individuals Served	1,260

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☐ Assistance with Moving Costs
☐ Case Management
☐ Child Care
☐ Education Services
☐ Employment Assistance/Job Training
☒ Food
☐ Housing Search/Counseling Services
☐ Legal Services
☐ Life Skills Training
☐ Mental Health Services
☐ Outpatient Health Services
☒ Outreach Services
☐ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent

☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

14. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

JHH HNC Staffing

- **1.0 FTE Manager (40 hrs/week)** - The Manager of the Housing Navigation Center oversees daily operations, staff supervision, and strategic coordination of services for individuals experiencing homelessness. This role ensures trauma-informed, low-barrier access to housing resources and integrates peer-led engagement, compliance, and community partnerships to support housing stability.
    - Program Oversight
        - Lead day-to-day operations of the Navigation Center, ensuring alignment with Housing First principles.
        - Monitor service delivery, intake processes, and participant flow.
        - Maintain compliance with local, state, and federal regulations, including HMIS data integrity.
        - Develop and implement policies and procedures for safety, equity, and service quality.
    - Staff Supervision
        - Hire, train, and supervise staff including peer navigators, case managers, and support personnel.
        - Provide ongoing coaching, performance evaluations, and professional development.
        - Foster a collaborative, trauma-informed workplace culture.
    - Strategic Coordination
        - Build and maintain partnerships with housing providers, behavioral health agencies, and other service systems.
        - Represent the Navigation Center in multi-agency meetings and community forums.
        - Align program activities with organizational strategic plans and funding requirements.
    - Data & Compliance
        - Oversee data collection, reporting, and analysis to inform program improvements.
        - Ensure accurate documentation in HMIS and other systems.
        - Prepare reports for funders, stakeholders, and internal leadership.
    - Crisis Response & Participant Support
        - Support staff in de-escalation and crisis intervention.
        - Ensure participants receive timely referrals to housing, health, and supportive services.
        - Uphold participant dignity and choice in all interactions.
        - Lived experience with homelessness or housing instability is valued.

- **7.0 FTE Staff (4 FTE staff per shift)**- Staff will be Peers (individuals with lived experience of homelessness) available 8am-6pm daily.

SCOPE OF WORK

Housing Navigation Center

- **Responsibilities:**
  - Welcome and orient guests to the center
  - Provide needs assessments and referrals to housing, medical, and recovery services
  - Document services in HMIS daily
  - Support emergency drills and crisis response alongside staff

- **1.0 FTE Shower Attendant (40 hrs/week)** - Shower Attendant will be present for showers 7 days a week. This person will regulate showers supplies and manage traffic for showers.
  - **Responsibilities:**
    - Manage daily shower and laundry sign-up lists
    - Clean and disinfect between uses, maintain supplies
    - Ensure fair and equitable access for all guests
    - Document use and report any issues to supervisors
- **2.0 FTE Cleaning Crew (40 hrs/week)** - The Neighborhood Cleanup Crew Member plays a vital role in maintaining a clean, safe, and welcoming environment around the Housing Navigation Center and surrounding community. This position supports public health, community pride, and participant dignity by ensuring outdoor spaces are free of litter, debris, and environmental hazards.
  - Patrol designated areas to collect and dispose of litter, debris, and abandoned items.
  - Maintain cleanliness around sidewalks, bus stops, green spaces, and public fixtures.
  - Assist with graffiti removal, post-event cleanups, and seasonal beautification projects.
  - Sort waste into recyclable and non-recyclable materials.
  - Report safety hazards, vandalism, or illegal dumping to supervisors.
  - Operate basic equipment such as brooms, rakes, leaf blowers, and trash pickers.
  - Support community engagement efforts during neighborhood events or outreach.
  - Uphold safety protocols and use protective gear appropriately.
  - Collaborate with peer staff and Navigation Center team to support a trauma-informed environment.
  - Remove litter, sharps, and biohazards in surrounding areas
  - Support graffiti cleanup and respond to neighborhood requests within 24 hours
  - Log daily tasks, maintain equipment, and follow safety procedures
  - Work closely with Housing Navigation Center staff to support positive community relations
- **1.0 FTE Driver (40 hrs/week)** - The Driver provides safe, respectful transportation for individuals experiencing homelessness to shelters, housing appointments, medical visits, and other essential services. This role supports access, dignity, and continuity of care while maintaining vehicle safety and adhering to trauma informed practices.
  - Safely transport participants to and from shelters, housing appointments, healthcare providers, and service agencies
  - Maintain a consistent route schedule while adapting to emergent needs and individual requests.
  - Assist passengers with boarding, seating, and exiting vehicles, including use of wheelchair lifts or mobility aids.
  - Monitor and report participant concerns, behavioral changes, or safety issues to supervisors.
  - Maintain cleanliness and safety of vehicles, including routine inspections and documentation of maintenance needs.
  - Complete transportation logs, incident reports, and service documentation as required.
  - Communicate respectfully with participants, staff, and partner agencies.
  - Uphold confidentiality and participant dignity in all interactions.
  - Support outreach and engagement efforts when needed, including delivery of supplies or coordination with shelter teams.

SCOPE OF WORK

Housing Navigation Center

- **2.0 FTE Overnight Security (Outside Contractor)** - This security focused person will be on site and in the neighborhood between the hours of 7pm-7am.
    - **Responsibilities:**
        - Remove litter, sharps, and biohazards in surrounding areas
        - Support graffiti cleanup and respond to neighborhood requests within 24 hours
        - Log daily tasks, maintain equipment, and follow safety procedures
        - Work closely with Housing Navigation Center staff to support positive community relations

<u>Providence Staffing</u>

- **0.2 FTE Certified Medical Assistant** - Certified Medical Assistant - coordinates our outreach team, scheduling Community Clinic volunteer doctors and Nurse practitioners and medically supports them onsite when volunteers are available for the HNC. CMA also facilitates virtual visits at the community clinic with a doctor, when needed for medical coordination of care. CMA supports JHH staff and aides those discharged from the hospital who arrive at the HNC and do not meet respite criteria.
- **0.2 FTE Behavioral Health Provider** - supports crisis intervention, resource broker, supports JHH staff, care coordination for those transitioning into respite.
- **0.5 FTE Registered Nurse Care Navigator (RNCN)** - provides support within a registered nurse scope, including medical triage, wound care, medication reconciliation, provides support for virtual visits, supports hospital follow ups and care coordination for those in healing hearts respite referred from HNC.
- Providence's involvement in the Homeless Navigation Center (HNC) as both a clinical provider and oversight partner is a cornerstone in elevating the quality and continuity of care for participants. Their on-site presence transforms episodic street-level interventions into coordinated, trust-based pathways toward stabilization. Here's a tailored summary highlighting their role:
    - Access to Integrated Care: On-site providers offer immediate medical and behavioral health services, reducing barriers to engagement and improving health outcomes for individuals experiencing homelessness.
    - Clinical Oversight & Accountability: Providence ensures care protocols meet medical standards, supports recordkeeping, and aligns services with broader healthcare systems— essential for compliant, trauma-informed delivery.
    - Continuity & Follow-Up: Their presence facilitates consistent follow-ups, medication management, and chronic condition monitoring, critical for those who cycle in and out of traditional systems.
    - Trust-Building Relationships: Familiar clinical faces within the HNC environment help rebuild trust in healthcare institutions, especially for those who are wary due to past experiences.
    - Bridge to Community Health Networks: Providence links participants with long-term care options, specialty referrals, and support programs, anchoring them within a stable medical safety net.
    - Behavioral Health Expertise: Oversight includes mental health screenings, crisis response, and therapeutic engagement, reducing reliance on emergency systems and improving holistic outcomes.
    - Collaborative Systems of Care: Their integration with case management and housing navigation ensures health concerns don't derail progress on housing or stability goals.

SCOPE OF WORK

Housing Navigation Center

15. PERFORMANCE

Street Outreach		
Measure	Minimum Performance Standard	System Performance Target
Exits to Permanent Housing	At least 40% of persons in project will move into permanent housing at exit.	At least 50% of persons in project will move into permanent housing at exit.
Average time from Date of Engagement to Successful Exit	The average length of time from Date of Engagement to successful exit is **no more than 90 days.**	The average length of time from Date of Engagement to successful exit is **no more than 60 days.**
Exits to Temporary or Institutional Settings	**At least 25%** of persons in project will move to certain temporary and institutional settings at program exit.	**At least 30%** of persons in project will move to certain temporary and institutional settings at program exit.
Successful Exits from Street Outreach	**At least 55%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.	**At least 65%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.
Serving those with the Longest Lengths of Homelessness	**At least 64%** of persons served by project will have lengths of homelessness greater than 12 months.	**At least 75%** of persons served by project will have lengths of homelessness greater than 12 months.
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.	**At least 50%** of persons in project will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.

SCOPE OF WORK

Housing Navigation Center

16. PERFORMANCE DATA

Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the SUBRECIPIENT and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

Jewels Helping Hands will provide CHHS examples of client success stories by the 10th of the month following the end of each quarter.

17. MEETING PARTICIPATION

Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING

The CITY will monitor the performance of the SUBRECIPIENT 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 CONTRACT 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 CONTRACT and shall result in action which may include, but is not limited to: the SUBRECIPIENT 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 SUBRECIPIENT within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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		
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	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					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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

Pamela G Rushing

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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
Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 **FAX (A/C, No):** 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JEWELS HELPING HANDS
527 S CANNON ST
SPOKANE WA 99201-5616

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	
	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:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY / SCHEDULED AUTOS	Y		0452568 09-985605	02/28/2026	02/28/2027	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	
	ANYPROPRIETOR/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)

Additional Insured: City of Spokane

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
Pamela G. Rushing

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	JEWELS HELPING HANDS
Business name:	JEWELS HELPING HANDS
Entity type:	Nonprofit Corporation
UBI #:	604-475-550
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	4620 N POST ST SPOKANE WA 99205-1160
Mailing address:	5128 N JEFFERSON ST SPOKANE WA 99205-5312

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
Spokane Nonprofit Business				Active	Mar-31-2027	Mar-24-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/6/2026 3:28:19 PM

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: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2026-0190		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	KERI 625-6577	**Requisition #**	28942
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	CONTRACT AMENDMENT TO OPR 2026-0190: SCATTERED SITE SHELTERS		

Agenda Wording

Contract amendment to OPR 2026-0190: amending the scope of work to add the Aurora Center as a shelter location under the Scattered Site Shelters contract starting 11/1/26 for 16 beds through 6/30/27, and increasing funds to cover operating expenses.

Summary (Background)

Jewel's Helping Hands currently operates four (4) scattered-site emergency shelters under a single contract (OPR 2026-0190). In November 2025 under Executive Order 2025-0003, they opened the Aurora Center shelter for LGBTQ+ adults, under contract OPR 2025-0159. The Aurora Center's current shelter contract concludes October 31, 2026. Effective November 1, 2026, the Aurora Center will be added as a shelter location under Jewel's Helping Hands Scattered Site Shelters contract (OPR 2026-0190), to maintain 16 shelter beds for LGBTQIA+ adults through the SFY2027 fiscal year end. This amendment modifies the scope of work and increases contract funding to cover the operating expenses associated with the shelter.

What impacts would the proposal have on historically excluded communities?

This project reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, LGBTQIA+, and other historically excluded residents – by directly connecting individuals to emergency housing and providers that deliver culturally responsive, trauma-informed care.

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 follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management 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?

This project aligns with the H.O.M.E. Starts Here Initiative and the Spokane Regional Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,096,613.00
Current Year Cost	$ 2,517,963.00
Subsequent Year(s) Cost	$ 578,650.00

Narrative

The current Scattered-Site Shelter contract amount is $2,517,963.00 for the period of 7/1/26 - 6/30/27; the amendment adds $578,650.00 for the period of 11/1/26 - 6/30/27 for increased costs associated with adding the Aurora Center as the 5th scattered si

Amount		Budget Account
Expense	$ 2,517,963.00	# 1540-95660-65410-54201-72619
Expense	$ 578,650.00	# 0300-53010-65410-54201-99999
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 Department of Commerce Emergency Housing Fund and the City's Human Services Grant. Continuation of state funds beyond the current contract term is contingent on continued appropriate by the Washington State Legislature and subject to a new competitive RFP process pending award of subsequent grant cycles. Continuation of local funds is contingent on future budget appropriations by

Expense Occurrence	One-Time

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

This is reimbursement-based contract with no revenue-generating component and no match requirement

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	DUFFEY, ANDREW
Division Director	KINDER, DAWN	**PURCHASING**	NECHANICKY, JASON
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	kcederquist@spokanecity.org
ppourzanjani@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0190
AMENDMENT A

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205	**2. SUBRECIPIENT DOING BUSINESS AS** N/A
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM	**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT	**9. FUNDING SOURCE**	**10. START DATE**	**11. END DATE**
SFY26: $1,280,549.78 SFY27: $3,096,613.00	☐ FEDERAL ☒ STATE ☒ LOCAL/OTHER ☐ N/A	SFY 26: 01/01/26 SFY 27: 07/01/26	SFY 26: 06/30/26 SFY 27: 06/30/27
8. AMENDMENT AMOUNT N/A			

12a. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE	**13a. STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING

14a. STATE AWARD NUMBER	**15a. STATE FUNDS**	**16a. TOTAL STATE AWARD**	**17a. STATE AWARD DATE**
26-46108-30	SFY 26: $750,779.00 SFY 27: $2,517,963.00	SFY 26: $2,755,475.12 SFY 27: $2,755,475.12	07/01/25

12b. LOCAL AGENCY CITY OF SPOKANE	**13b. LOCAL PROGRAM** HUMAN SERVICES GRANT (HSG)	**15b. LOCAL FUNDS** $578,650.00
12c. LOCAL AGENCY CITY OF SPOKANE	**13c. LOCAL PROGRAM** HEART FUND (1590)	**15c. LOCAL FUNDS** $300,000.00
12d. LOCAL AGENCY CITY OF SPOKANE	**13d. LOCAL PROGRAM** LOCAL DOCUMENT RECORDING FEES	**14d. LOCAL FUNDS** $229,770.77
16. ALN # N/A	**17. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**18. INDIRECT COST RATE** DE MINIMIS – 15%

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
84-2198820	T55UM126WD94	604-475-550	049096	NBRLY ID: 44616

26. CONTRACT PURPOSE

ADDITIONAL FUNDING AND SCOPE OF WORK UPDATE FOR THE SCATTERED SITE EMERGENCY SHELTERS PROJECT

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: **SCATTERED SITE EMERGENCY SHELTERS**

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted AGREEMENT language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES are amending the AGREEMENT to include an updated Scope of Work reflecting the changes in services to be provided; and

WHEREAS, a change or modification to the budget has been initiated by the PARTIES; and

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

1. AGREEMENT DOCUMENTS.
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. AMENDMENT – SECTION 1.1.1. PERFORMANCE.
   The Scope of Work attached to this Amendment is hereby incorporated into and made a part of the Agreement.

4. AMENDMENT – SECTION 2.1. – COMPENSATION & BUDGET.
   The parties agree to revise the funding and budget amounts under this Agreement. This Amendment de-obligates certain previously obligated funds, rolls forward certain unspent or remaining funds, and adds additional funds to the Agreement. As a result of these changes, the budget amounts set forth in this Amendment constitute the revised and current budgets for the applicable funding sources and activities.

The Agreement Face Sheet is hereby amended to reflect the revised funding sources and corresponding funding amounts. The budgets attached to and incorporated into this Amendment supersede the prior budgets for the affected funding sources and activities and shall govern the expenditure of funds under this Agreement as amended.

SFY 2026 BUDGET (01/01/26 – 06/30/26)	
FACILITY SUPPORT	$286,598.72
OPERATIONS	$843,524.68
ADMINISTRATION	$150,426.38
TOTAL	$1,280,549.78

SFY 2027 BUDGET (07/01/26 – 06/30/27)	
FACILITY SUPPORT	$593,671.49
OPERATIONS	$2,172,417.95
ADMINISTRATION	$330,523.56
TOTAL	$3,096,613.00

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 AGREEMENT AMENDMENT by having legally-binding representatives affix their signatures below.

SUBRECIPIENT

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

Attachments that are a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCOPE OF WORK

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590), CHG, HSG, LOCAL DRF Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

ATTACHMENT: SCOPE OF WORK

THE AURORA CENTER

1. DESCRIPTION

Program Overview:
Jewels Helping Hands (JHH) currently operates a 16-bed emergency shelter specifically designed to serve LGBTQ+ adults ages 18 and older experiencing homelessness under OPR 2026-0159. Starting November 1, 2026, this shelter will come under the umbrella of scattered site emergency shelters operated by Jewels Helping Hands.

The shelter will provide a low-barrier, trauma-informed, and affirming environment that prioritizes safety, dignity, and pathways to permanent housing. The project will be located within a scattered-site model and the location offers privacy, accessibility, and a calm environment conducive to stabilization.

Objectives:
- Provide safe, affirming shelter for LGBTQ+ individuals who face barriers in traditional shelter systems.
- Deliver culturally competent, trauma-informed care through trained staff.
- Connect guests to community resources for housing, employment, and wellness resources.
- Reduce harm and promote stability by offering individualized plans and low-barrier access.

Access and Intake:
- Referral-Only Model: All guests must be referred through the 24/7 intake line.
- Low-Barrier Entry: Guests are not screened out based on sobriety, documentation, or behavioral history.
- Structured Environment: Upon arrival, guests review and sign a Good Neighbor Agreement outlining expectations and community standards.
- Curfew enforcement (8:00 PM)

Target Population:
- Primary Population: LGBTQ+ adults ages 18 and older experiencing homelessness in Spokane. Individuals who identify as lesbian, gay, bisexual, transgender, queer/questioning, or other sexual and gender minorities (2SLGBTQ+).
- Priority Groups: Individuals facing discrimination or unsafe conditions in traditional shelter settings. Individuals with co-occurring behavioral health or substance-use challenges. People with chronic health conditions or disabilities require a low barrier, affirming environment. Individuals who have experienced trauma, violence, or exploitation related to their identity.

Why This Population?
LGBTQ+ individuals experience homelessness at disproportionately high rates and often face barriers to accessing safe, culturally competent shelter services. This program addresses those gaps by providing an affirming, traumatically informed space that prioritizes dignity, safety, and pathways to housing.

2. HMIS PROJECT NAME(S)

JHH--ES--AURORA CENTER

3. FUNDING

☒ This HMIS project is funded by this grant *only*

☐ This HMIS project is funded by *multiple* grants

4. HMIS PROJECT TYPE(S)

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☒ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)
☐ Day Shelter (DS)
☐ Homelessness Prevention (HP)
☐ N/A (PROJECT DOES NOT USE HMIS)

5. INVENTORY

Total Number of **Units** in HMIS Project	1
Total Number of **Beds** in HMIS Project	16

6. HOUSEHOLD TYPE FOR HMIS

☐ Households with Children
☒ Households without Children
☐ Households with Only Children

7. NUMBER SERVED

Total Number of **Individuals** Served with this Grant	120

8. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Referral-Only Model: All guests must be referred through the 24/7 intake line.

9. SITE LOCATION(S)

Aurora Center
4620 N. Post St
Spokane, WA 99205

10. ADMINISTRATION LOCATION

Jewels Helping Hands Administration Office
5126 N. Jefferson St
Spokane, WA 99205

11. SUBPOPULATIONS SERVED
This project serves the following subpopulation(s) ***exclusively:***

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A - This project does not serve any of the above subpopulations exclusively

12. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

13. RENTAL ASSISTANCE
Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent
☒ No – This contract does not pay for Rental Assistance

14. SUPPORTIVE SERVICES
Please select all that apply.

Assessment of Services Needs..... ☐ YES ☒ NO
Assistance with Moving Costs..... ☐ YES ☒ NO
Case Management..... ☐ YES ☒ NO
Child Care..... ☐ YES ☒ NO
Education Services ..... ☐ YES ☒ NO
Employment Assistance/Job Training..... ☐ YES ☒ NO
Food ..... ☒ YES ☐ NO
Housing Search/Counseling Services ..... ☐ YES ☒ NO
Legal Services ..... ☐ YES ☒ NO
Life Skills Training..... ☐ YES ☒ NO
Mental Health Services ..... ☐ YES ☒ NO
Outpatient Health Services ..... ☐ YES ☒ NO
Outreach Services ..... ☐ YES ☒ NO
Substance Abuse Treatment Services..... ☐ YES ☒ NO

Transportation ..... ☒ YES ☐ NO
Utility Deposits ..... ☐ YES ☒ NO

☐ This contract does not pay for Supportive Services.....

15. STAFFING PLAN

The following job titles will be billed to this contract:

Center Manager
Peer Shift Staff
Clean Up Crew

16. PERFORMANCE

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Exits to Temporary or Institutional Settings	**At least 25%** of persons in project will move to certain temporary and institutional settings at program exit.	**At least 30%** of persons in project will move to certain temporary and institutional settings at program exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization (Beds)	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.
Average Rate of Utilization (Units)	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total unit inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total unit inventory.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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		
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	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					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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

Pamela G Rushing

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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
Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 **FAX (A/C, No):** 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JEWELS HELPING HANDS
527 S CANNON ST
SPOKANE WA 99201-5616

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	
	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:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY / SCHEDULED AUTOS	Y		0452568 09-985605	02/28/2026	02/28/2027	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	
	ANYPROPRIETOR/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)

Additional Insured: City of Spokane

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
Pamela G. Rushing

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	JEWELS HELPING HANDS
Business name:	JEWELS HELPING HANDS
Entity type:	Nonprofit Corporation
UBI #:	604-475-550
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	4620 N POST ST SPOKANE WA 99205-1160
Mailing address:	5128 N JEFFERSON ST SPOKANE WA 99205-5312

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
Spokane Nonprofit Business				Active	Mar-31-2027	Mar-24-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/6/2026 3:28:19 PM

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: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/1/2026		
Clerk's File #	OPR 2026-0800		
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	NORMAN-JEFFERSON BUILDING (WINDSOR HOTEL & ANNEX) NOMINATION		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Norman-Jefferson Building was constructed in 1908 and 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Norman-Jefferson Building (originally the Windsor Hotel and Windsor Annex) at 1121 and 1129 W 1st Avenue were constructed as separate buildings in 1908 (Jefferson) and 1910 (Norman) and were internally combined in the early 1950s. The building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of

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	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
akiehn@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Windsor Hotel and Windsor Annex (Norman-Jefferson Building)– 1121-29 W 1st Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1908 (Windsor Hotel - Jefferson) and 1910 (Windsor Annex – Norman); the Norman-Jefferson Building meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Norman-Jefferson Building The 1908-1910 Norman-Jefferson Building is listed as a contributing structure in Spokane's West Downtown Historic Transportation Corridor National Register Historic District. Constructed during downtown Spokane's most significant growth period, 1900 to 1910, when the city's population surged from 36,848 in 1900 to 104,402 by 1910, the building is eligible under Category A "Broad Patterns of Spokane History" as a fine example of a Single Room Occupancy Hotel (SRO). SROs are a distinct type of working-class housing with 3-4 stories of housing above commercial spaces meant to service the upstairs residents.
   - While SROs appeared throughout the downtown Spokane area, the greatest surviving concentration is found in the National Register Historic District known as the West Downtown Historic Transportation Corridor, primarily along West 1st Avenue where an extant row of them remains in use. (The block face along the south side of 1st Avenue between Madison and Jefferson streets is that extant row, although the buildings are no longer SROs).
   - The Norman-Jefferson consists of two red brick buildings that were "knitted" together to share a single common wall and yet function as two separate buildings (constructed by separate owners). The Jefferson was completed in 1908 and originally named the Windsor Hotel. The Norman was constructed in 1910 as the Windsor Annex and during its construction was joined to the Windsor Hotel by lacing each course of bricks to create a "seamless" juncture. The two buildings are now considered as a single entity, the Norman-Jefferson.
   - Also eligible for the Spokane Register of Historic Places under Category C, Architecture, the three-story red brick building is a good example in the downtown of a mid-block, and a corner vernacular commercial building. With commercial use on the ground floor and hotel rooms on the second and third floors, the building function is consistent with its neighboring single room occupancy hotels to the east. It's basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century.
   - The design teams for both buildings included architect Arthur Cowley and either his partner (Rigg) or collaborators (Keith and Whitehouse). This continuity of designer facilitated the duplication in design of the Windsor Annex to meet that of the Jefferson.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Norman-Jefferson Building has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior. The Jefferson portion of the building, however,

has been altered by the replacement of the original double-hung wood sash windows. Both buildings, as is typical for downtown buildings, have had alterations to the original storefronts. As a result of its overall integrity, it is eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Windsor Hotel and Annex (Norman-Jefferson Building) is eligible for listing on the Spokane Register under Category A due to its history as an SRO in downtown Spokane built during the decade of our greatest growth **and under Category C** in the area of architecture for its design by Arthur Cowley (and partners) and as a good example of the commercial vernacular type in downtown Spokane**.**

The Spokane Historic Landmarks Commission reviewed the nomination on 8/19/2026 and recommended its listing.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD ADD L1 B19 and RAILROAD ADD L2 B19

Parcel Number(s) **35192.1201 (Jefferson Building – 1129 W 1st) and 35192.1202 (Norman Building – 1121 W 1st)**, *are governed by a Management Agreement between the City of Spokane and the Owner(s),* **NO-JEFF LLC (c/o Christopher Batten)** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk	*Historic Preservation Officer*
_____	_____
Dated: _____	*Dated: 8/20/2026*

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **August 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **No-Jeff LLC c/o Christopher Batten** (hereinafter "Owner"), the owner of the property located at **1121-1129 W 1st Avenue** commonly known as the **Norman-Jefferson Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and,

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and,

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and GIACOBBE BYRD, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SPOKANE REGISTER OF HISTORIC PLACES

NORMAN-JEFFERSON HOTEL

1123-1129 West First Avenue

2/17/2026

Rencorp Realty
827 West Second Avenue
Spokane, WA 99201

By

Jim Kolva Associates
115 South Adams Street, Suite 1
Spokane, WA 99201

Spokane Register of Historic Places
Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Windsor and Windsor Hotel Annex
And/Or Common Name: Norman-Jefferson Hotel

2. Location

Street & Number: 1121-1129 W. 1st Avenue (Jefferson - 115 S. Jefferson Street)
City, State, Zip Code: Spokane, WA 99201
Parcel Number: Jefferson - 35192.1201; Norman 35192.1202

3. Classification

Category	Ownership		Status	Present Use	
☒building	☐public	☐both	☐occupied	☐agricultural	☐museum
☐site	☒private		☒work in progress	☐commercial	☐park
☐structure				☐educational	☐residential
☐object	**Public Acquisition**		**Accessible**	☐entertainment	☐religious
	☐in process		☒yes, restricted	☐government	☐scientific
	☐being considered		☐yes, unrestricted	☐industrial	☐transportation
			☐no	☐military	☒other

4. Owner of Property

Name: NO-JEFF, LLC
Street & Number: 827 W. Second Avenue
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: Chris@RenCorpRealty.com

5. Location of Legal Description

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number: 1116 West Broadway
City, State, Zip Code: Spokane, WA 99260
County: Spokane

6. Representation in Existing Surveys

Title: West Downtown Historic Transportation Corridor National Register Nomination
Date: 1999 ☒Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☒deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	less than 1
Verbal Boundary Description:	Jefferson - RAILROAD ADD L1B19; Norman - RAILROAD ADD L2B19
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard: 8/19/2026

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: 7/27/2026_____

Date of Landmarks Commission Hearing: _____8/19/2026_____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

_____

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The Norman-Jefferson consists of two red brick buildings that were "knitted" together to share a single common wall and yet function as two separate buildings (constructed by separate owners). The Jefferson was completed in 1908 and originally named the Windsor Hotel. The Norman was constructed in 1910 as the Windsor Annex and during its construction was joined to the Windsor Hotel by lacing each course of bricks to create a "seamless" juncture. The two buildings are now considered as a single entity, the Norman-Jefferson.

Figure 1: Norman-Jefferson - Northwest corner, looking southeast

The three-story unreinforced brick buildings are symmetrically arranged and share common elements including a projecting pressed tin cornice with dentils that spans the facades of both buildings. Additionally, both front facades are detailed with white terra cotta outside corner quoins, windowsills and flat window arches with terra cotta keystones and springers. Finally, the centered main entrances of each building are identical with a slightly projecting classical entablature, entry landing and recessed entry door. Flat recessed-panel pilasters mark the corners and the juncture of the two buildings.

DESCRIPTION OF PROPERTY – CURRENT CONDITION AND APPEARANCE

Context

The Norman-Jefferson is in the West End of downtown Spokane at 1121-1129 West 1st Avenue, at the southeast corner of 1st Avenue and Jefferson Street. Railroad Alley forms the southern boundary of the site. The Commercial Building forms the eastern boundary at the east wall of the Norman. Across 1st Avenue to the north is the former Greyhound Bus Depot, now vacant. KHQ Television is kiddy-corner to the northwest and the Parsons Hotel is to the west at the southwest corner of the intersection. The block in which the Norman-Jefferson is located and the bracketing corners at 1st Avenue and Madison Street and 1st Avenue and Jefferson Street is the best intact row of former SROs in the city. Six buildings comprise this assemblage, with three listed in the Spokane Register of Historic Places: the Madison (1910), the Willard (1911, now Indigo Hotel), and the Commercial Block (1906); and the yet to be listed, Norman-Jefferson (1910, 1908), and Parsons (1910).

North Façade

Facing north on the south side of 1st Avenue at the southeast corner of 1st Avenue and Jefferson Street, the three-story unreinforced brick buildings are laid in running bond, symmetrically arranged, and share common elements including a projecting pressed tin cornice with dentils that spans the facades of both buildings. Additionally, both front facades are detailed with white terra cotta outside corner quoins, window sills and flat window arches with terra cotta keystones and

springers. Finally, the centered main entrances of each building are identical with a slightly projecting classical entablature, entry landing and recessed entry door. Flat recessed-panel pilasters mark the corners and the juncture of the two buildings. A white glazed terra cotta header cornice terminating the tops of the storefront windows runs between the entry entablatures and outside corners. The cornice wraps the northwest corner and extends over the storefront window on the west façade. The storefronts are mostly boarded up and have been altered over the years. Only the westerly bay of the Norman retains original leaded glass transom that spans between the entry entablature and the pilaster at the building juncture.

Figure 2: Norman-Jefferson - Front facade, looking south

The Jefferson has a slightly darker brick tone than the Norman. This is most evident at the juncture of the two buildings at the seam of the overlapping bricks. The Jefferson is divided into three paired and equally-spaced window bays. The original one-over-one wood sash was replaced by a previous owner several years ago. The current sash is white vinyl and divided into four lights. As mentioned previously, each window opening is framed by projecting white glazed terra cotta sills, plain brick jambs, and flat arches with pronounced voussoired glazed white terra cotta keystones and springers. Painted wood brick moldings are set within the openings. Above the projecting cornice the parapet wall is accentuated by projecting brick piers at the corners and a slightly ascending slope to a low stepped pediment. Within the pediment is a recessed panel with a faded "The Jefferson" sign. A painted flat metal coping caps the wall.

The Norman is also divided into three major bays with a centered single window opening flanked by paired double-hung one-over-one wood sash windows. The sill and arch details are identical to the Jefferson. Above the cornice, is a flat parapet wall capped by a painted sheet metal coping.

The Jefferson's west façade fronts along the east side of Jefferson Street. The Jefferson is a composition of two or three building additions melded into one building. In 1905 the owner had constructed a one (or two) story brick building on this 50' by 156' lot. At the time of construction, he indicated that he could add two more floors. It cannot be determined either from building records or the structure itself how the additional stories meshed with the original structure; but based on advertising signs on the interior brick walls and the brick color tones on the south half it appears that walls and framing from the original buildings are extant. The building is topped with an EPDM fabric roof.

The three-story front façade faces north along 1st Avenue. A contributing building within the West Downtown Historic Transportation Corridor National Historic District, the building is at the west end block adjacent to the three-story brick Commercial Building. The Norman and

Jefferson are both single-room-occupancy (SRO) hotels as was the adjacent Commercial Building. The block is fully intact with the Indigo (former Willard Hotel) anchoring the east quadrant, the Commercial Building in the middle and the Norman-Jefferson anchoring the west end.

East and West Elevations

The west elevation of the Jefferson Hotel fronts along Jefferson Street, while its east wall is shared with the Norman Hotel which abuts it to the east. The east elevation of the Norman abuts the adjacent three-story brick Commercial Building which is not as deep as the Norman-Jefferson. Thus, the southern fifty feet of the Norman's east elevation is exposed. Four boarded-up window bays are on the first floor. Brick header sills and segmental arches frame the openings. The red brick wall above is flat and featureless without openings (there are internal lightwells).

Figure 3: Norman - East facade, looking west

The west elevation reveals the phased construction of the Jefferson Hotel with two distinct segments-north to south and second to third floor. The owner and builder, H. E. Oechsli, operated a meat and poultry business on the lot and originally built a one-story brick building in 1905. He added two more stories and completed the building as the Windsor Hotel in 1908. The colors of the interlocking brick fields at the second-floor level and the detailing of the ground floor façade indicate at least two stages of construction. The third story with pressed tin cornice and pedimented parapet wall ties the elevation into a single entity. The brick patterns and ground floor indicate that construction was phased, but does not reveal the sequence.

The major difference of the phasing is shown on the ground floor and the juncture of the brick walls on the second floor. The southern segment, defined by the lighter color brick and steel beam header at the juncture of the first and second floors occupies slightly more than half the façade. The building's interior includes an east-west brick wall with bricked-in doors and windows that separate the northern and southern segments. The north end of the south segment is highlighted by a classical entry fabricated of pressed tin in the form of two flat columns supporting a broken swan's neck pediment. Flanking sidelights with recessed panel bulkheads walls and a tripartite transom with three separated lights topped by a slightly projecting cornice are included within the entry assembly. The door is blocked

Figure 4: Jefferson - Southwest corner and west facade, looking northeast

Figure 5: Jefferson - West Facade, main entrance

and the sidelights are covered over with plywood panels. A second entry with a projecting concrete step is adjacent to the south. This door opening and transom band are also covered over with plywood panels. A storefront occupies the bulk of the ground floor façade. The storefront consists of a centered and recessed entry bay. Fronting the bay is a Union Iron square column that supports the mid-point of the steel I-beam supporting the span between the southwest corner and the pressed tin cornice of the Classical door opening. A single door is within the entry and the angled side panels are clad with plywood panels. The storefronts are not original and each side consists of four large fixed vertical glass panels with a horizontal plywood panel separating the horizontal row of glass transom windows.

Figure 6: Jefferson - west facade, north section

The northern segment of the building's first floor, north of the classical entry, is flat with two groups of openings and a boarded-up shopfront window on the northwest corner. Within the flat wall between the classical entry at mid-building and the corner storefront window are two door openings, each flanked by single window openings (boarded-up). The openings are topped with segmental arches composed of voussoired brick arches formed by four rows of headers. The tops of the window arches are at the same level, while the tops of the larger centered openings are a brick course higher. Slightly projecting header sills frame the bottoms of the window openings. The northerly composition consists of a window with a low sill, the centered and wider door opening, and the window on the south side with a high sill. (The larger centered opening may have been a display window rather than door opening since it currently has a low glass panel bulkhead). The southerly door and window openings are configured similarly, with the north opening, a narrow door, and the south opening, a low sill window. As with the center opening in the north openings, the larger opening may have been a display window rather than door.

The second and third floors are identical with eleven full-sized window bays and two quarter-sized bays; the third-floor windows aligned over those of the second floor. The bays of the northerly segment are arranged from north to south with a pattern of a full-size bay, quarter size bay and full-size bay creating a symmetrical composition. This pattern is repeated in the next group of two large bays flanking the quarter-size bay. A single bay finishes the northerly segment as it meshes into the windows of the south segment. The six window openings of the south segment are identical in height and arch and sill configuration, but they are about eight inches narrower. With the exception of bays 2 and 3 (from north), the bays are equally-spaced in the façade. Other than the slight difference in widths, the window openings are identical with

slightly projecting brick header sills and segmental voussoired brick arches in which flat-arch window sash is set. The arches are composed of four slightly projecting brick header rows.

The original one-over-one light wood sash was replaced in ca. 2009 with a four-part vinyl sash in the northern segment and one-over-one sash in the southern segment. The original wood brick moldings have been retained.

The elevation is further unified by a projecting pressed tin cornice with dentils that spans the field above the windows from corner to corner. The corners project slightly above the parapet wall which inclines slightly to a low stepped pediment centered in the façade. Within the pediment (similar to the north façade) is a recessed panel which is currently blank.

Rear Elevation

The rear elevation is flat with the juncture of the two buildings on the same plane. As with the front, the two buildings are stitched together, but rather than an overlapping of each course, the locking seam consists of a block of five brick courses from the Norman inset about 4 inches into the Jefferson wall every seven or so courses. The parapet walls are the same height and both are capped with a sheet metal coping which overlap at the juncture seam. Four window bays are within the second and third floors of the Jefferson elevation and five bays within the Norman elevation. The windows are framed by slightly projecting brick header sills, plain brick jambs, and segmental arches formed by a triple row of voussoired brick headers. The brick forming the arches in the Jefferson project slightly, while those in the Norman are flush. The Jefferson sash has been replaced by vinyl sash while the Norman retains its original one-over-one double-hung wood sash but it is badly weathered with missing elements. The original fire escapes with ladders to the roof and centered in the Jefferson and Norman elevations at the second and third floor levels.

Figure 7: Jefferson-Norman - Rear (south) facade, looking northeast

The rear ground floor of the Jefferson is painted brick in which are set four high window openings (boarded up) with slightly projecting brick header sills and segmental-arches formed by a triple row of voussoired brick headers. In the east corner is a single pedestrian door set within a boarded loading bay. A metal louver vent is above the door. The door itself is recessed about three feet.

The ground floor of the Norman is a more active façade with bays that at one time opened shop fronts to the alley. It appears that two bays opened to the south, framed by brick walls and a steel I-beam header. The façade is a patchwork of plywood panels. The westerly bay includes a row of transom windows (about 10 lights), while the easterly bay has plywood panels covering the upper portion of the bay where transoms would typically be located.

Interior

The two buildings are joined near their midsection by a common stairwell and elevator lobby. The Jefferson is comprised of two segments with a brick wall that runs east-west next to the Classical entry of the south segment. This wall extends from the basement through the third floor. The Norman is a single structure extending from 1st Avenue to Railroad Alley.

A basement divided into a variety of spaces is beneath both buildings. The floors are concrete, walls are basalt rubble, concrete and brick. The ceilings are exposed floor joists. Other than mechanical equipment and storage, the basement rooms were not in public use.

The first floor of the Jefferson includes the Spokane Boxing workout room in the southern segment of the building with an entrance on Jefferson Street, and the abandoned retail spaces accessed from the front façade on First Avenue in the northern segment. The Spokane Boxing space consists of the workout floor and small utility room and restrooms on the north end. The floor is plywood and hardwood strip, the walls are exposed brick and the ceiling consists of the exposed joists of the second floor.

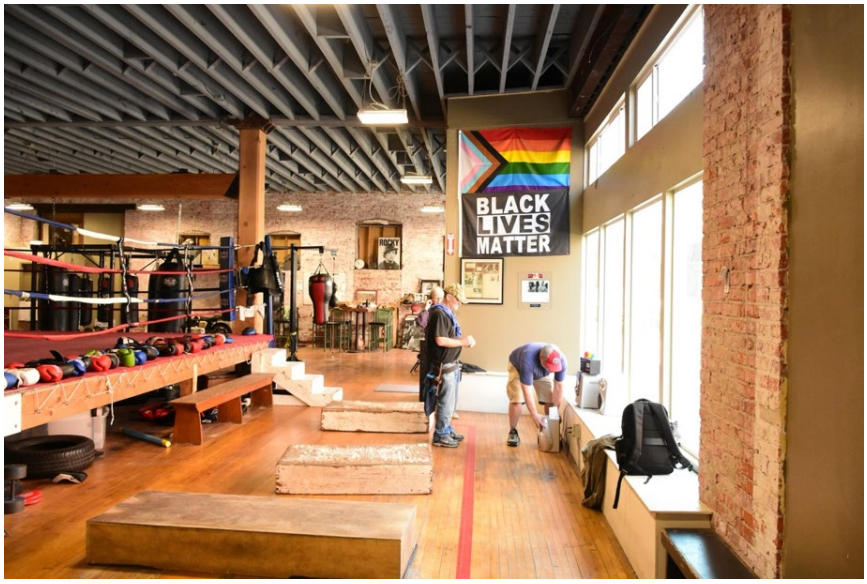


Figure 8: Jefferson - Spokane Boxing first floor, looking south along west wall

Figure 9: Jefferson - First floor, looking north along east wall

The front spaces of the ground floor have been gutted, but originally were divided into two spaces, with street entries flanking the central main entrance. This entrance provides access to the central stairwell, the main access to the second and third floors. Within this center stairway structure are ground floor stairways that provide access to the two sections of the basement. The interior materials consist of exposed brick, exposed floor joists and wooden subfloor. The southern brick wall, with bricked in door and window openings suggests that it was an exterior wall of the original building. An opening in the wall provides access to a hallway which reaches west to the original Jefferson Street entry. This door opening is near the juncture with the Norman building to which another door opening has been cut providing access to a common elevator/stair lobby. Note that the construction stairs and elevator are recent additions; the elevator is currently not functioning.

The construction stairs (open and unfinished) provide access to the second and third floors, each with an elevator/stair lobby between the two buildings. A new door opening has been cut into the wall of the Jefferson building that opens to the south segment. This floor has been gutted down to a plywood/board subfloor, brick walls and exposed floor joist ceilings. In about the midsection of the east wall (shared with the Norman) is a bump window well that provides an interior natural light source. The interior window trim is all that remains of the original interior of the Jefferson. An opening has been cut into the brick wall dividing the north and south segment that opens to the north segment which is essentially the same as the south. Subfloor, plywood and wood strip floor, brick walls, exposed floor joist ceiling and lightwells on the east wall. The stairwells down to the ground floor (and main entry) and up to the third floor are in the center of the north segment. In both cases, portions of the original stairs are extant and missing elements are stored in the basement. It is not known if all of the original railings and balusters are available.

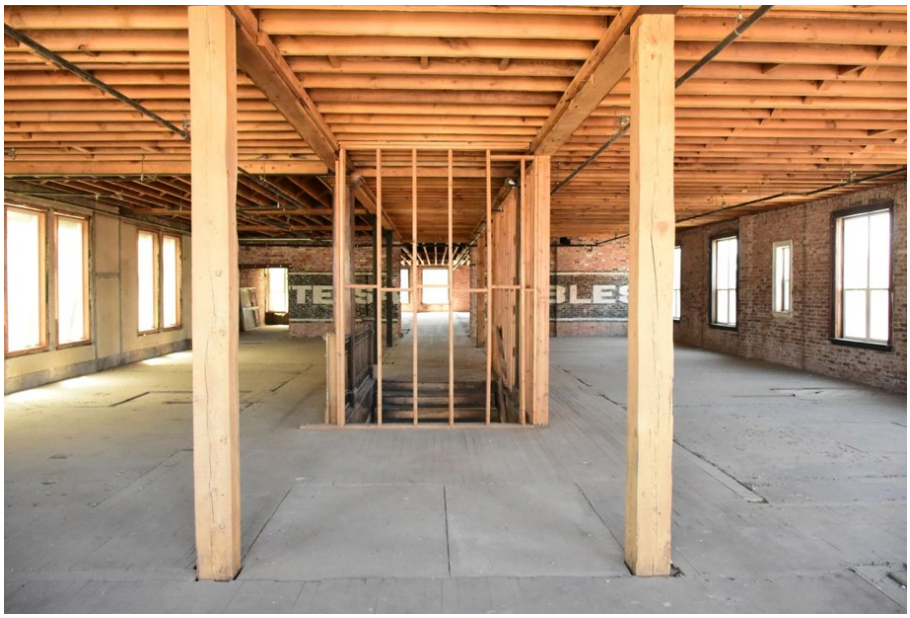


Figure 10: Jefferson 3rd floor north section, looking south from north wall

The main stairs between the second and third floors are walkable and at the third level the floor opens to a single room (walls of original apartments removed) with a view of the wall dividing the north and south segments. An opening cut into the wall removes a portion of a painted wall sign "The SA….Stables" (ca. 1905-1908). The floor consists of subfloor, strip flooring, and vinyl tiles. Walls are exposed brick with original window trim extant. The ceiling rafters are exposed through which the roof framing can be seen. Window lightwells are along the east wall. The southerly segment is essentially the same: original wood strip flooring which shows the pattern of the walls of the former apartments, bare brick walls, and exposed ceiling rafters.

Norman Hotel

A door opening cut into the northeast corner of the southerly segment opens to the third floor elevator lobby and Norman Hotel. The Norman is a single space defined by the perimeter walls of the building. Room divisions are created by 2x4 to 2x6-inch wood studs. As with the Jefferson, the walls have been stripped to bare brick and the ceiling rafters/floor joist ceilings are exposed. Most of the original framing of the central corridor, which runs through the entire building from the main central stairwell in the front (north) portion to the fire escape window on the south exterior wall, is extant. Most of the cross framing which formed the individual apartment units has been removed leaving pattern of the rooms in the wood strip and vinyl tile flooring. Lightwells are along both the west (shared with the Jefferson) and east walls. Four sets of lightwells are in the perimeter walls. The northern portion of the east wall is adjacent to an

existing building while the southern lightwell, although internal, is against an exterior wall above a parking lot.

The stairwell on the third floor is open and framed by the original balusters. The stairs down to the second floor are largely intact with spindles, railings, newel posts and original steps extant. The second floor is essentially the same as the third floor. The stairwell from the second floor to the ground floor and main entrance are in poor condition and not safely passable.

Figure 11: Norman 3rd floor, looking north at central stairwell

Access to the ground floor was available on the construction stairs accessed from the stair/elevator lobby. The space is open with the walls stripped to wood studs and bare brick, exposed floor joist ceiling and wood strip and plywood panel floor. A difference in grade results in a four-foot platform for the southern portion of the floor. The front portion of the room was historically divided into two store bays with doors opening to 1st Avenue on either side of the central main entry. The southern portion of the room is somewhat a mishmash of spaces with two to three shop fronts opening to the alley. It appears that there were active shop fronts along the alley paralleling the Northern Pacific railroad tracks.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Norman-Jefferson is largely intact with no major exterior modifications beyond the evolution of the storefronts along 1st Avenue and Jefferson Street, and the replacement of the second and third floor windows of the Jefferson. Currently ground floor windows and door openings on the ground floor are boarded, but these will be reopened, refurbished and reconstructed in the pending renovation of the building pursuant to the National Park Service's Federal Investment Tax Credit for Historic Preservation approval process.

Three previous owners of the building have proposed a renovation of the buildings, but other than removing the historic interior walls, lath and plaster ceilings and wall covering, little substantive work has been completed.

JEFFERSON HOTEL - LIBBY PHOTO 1926

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:	**A – Broad Patterns of Spokane History**
	C – Architecture
Significant Dates:	**1905, 1908, 1910**
Period of Significance:	**1908-1968**
***Architect*:**	**Jefferson: Arthur C. Cowley and Keith and Whitehouse**
	Norman: Cowley and Rigg
***Building Developer*:**	**Jefferson: H. E. Oechsli**
	Norman: Rachael Newman and son, Jesse Newman
***Building Contractor*:**	**Norman: C.W. Pettifer**

SUMMARY STATEMENT

Significant under Category A – Broad Patterns of Spokane History
The 1908-1910 Norman-Jefferson Building is listed as a contributing structure in Spokane's West Downtown Historic Transportation Corridor National Register Historic District. Constructed during downtown Spokane's most significant growth period, 1900 to 1910, when the city's population surged from 36,848 in 1900 to 104,402 by 1910. The building(s) retains good integrity of design, materials, workmanship, feeling and association.

The Norman-Jefferson is considered to be a single building, although the Jefferson was completed in two or three phases between 1905 and 1908 as the Windsor Hotel. The Windsor was followed in 1910 by a separate building, the Windsor Annex. The design teams for both buildings included architect Arthur Cowley and either his partner (Rigg) or collaborators (Keith and Whitehouse). This continuity of designer facilitated the duplication in design of the Windsor Annex to meet that of the Jefferson.

As stated in the West Downtown nomination, "This two-part, three-story brick SRO [single room occupancy] contains the Jefferson and Norman Hotels. Classical entries are centrally located in each segment of the 1st Avenue façade. The Jefferson entry features a keystone volute. A metal and neon sign covers a similar decoration on the Norman entry. Upper story fenestration on the west elevation is irregular segmentally arched one-over-one double-hung windows, first floor openings vary in shape and size. An original central entry on this elevation is surrounded by a broken swan's neck pediment and classical columns. A sign plaque set in the parapet, a cornice with dentils, radiating voussoirs above flat-ached windows, and terra cotta corner quoins.

The nomination also features the SROs as a distinctive type of working-class housing, the single room occupancy hotel. As described in the nomination, the SRO characteristically stood three to four stories in height, with the ground floor given over to commercial space for businesses catering to the needs of both the occupant housed within, and to the pedestrian traffic present in many burgeoning cities. …While SROs appeared throughout the downtown Spokane area, the greatest surviving concentration is found in the West Downtown Historic Transportation Corridor, primarily along West 1st Avenue where an extant row of them remains in use. (The block face along the south side of 1st Avenue between Madison and Jefferson streets is that extant row, although no longer used as such.) The district nomination listed the Norman and Jefferson as contributing structures within the class of Spokane SRO buildings.

The three-story brick structure (now the Jefferson) was built by H. E. Oechsli, of Spokane Meat and Poultry. The building was originally built as a one-story building and was subsequently enlarged in two to three steps.

The building retains significant exterior integrity as an SRO hotel building anchoring the west end of an intact block of commercial buildings of the same era. According to the West Downtown Historic Transportation Corridor District Nomination, general characteristics of these buildings include unreinforced masonry construction, stepped parapets, patterned brickwork and corbeled parapets and courses. Exhibiting similar construction as its neighbors and included as a contributing resource within the West Downtown Historic Transportation Corridor District boundary, the Norman-Jefferson Building meets the characteristics of the building types and uses included and described within that district.

Significant under Category C – Architecture
The three-story red brick building is a good example in the downtown of a mid-block, and a corner vernacular commercial building. With commercial use on the ground floor and hotel rooms on the second and third floors, the building function is consistent with its neighboring single room occupancy hotels to the east. It's basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century. The Jefferson portion of the building, however, has been altered by the replacement of the original double-hung wood sash windows. Both buildings, as is typical for downtown buildings, have had alterations to the original storefronts.

Historical Context
The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks north of that warehouse district and the Northern Pacific railroad depot were shops and two-to-three-story residential hotels, or SROs. These hotel blocks ran along Riverside and Sprague avenues, and the cross streets between Washington and Browne streets as they melded with the office and retail district.

According to historian Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

> This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.
>
> The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

The West Downtown Historic Transportation Corridor National Register Nomination discusses the characteristic buildings within the district: railroad-dependent warehouses and businesses, single room occupancy hotels and lodgings, and automobile-related businesses. In describing the SROs:

> On the streets than run parallel to the railroad, lodgings for transient workers emerged in the form of single room occupancy hotels (SROs) and other lodging houses. Ten commercial style brick lodging houses stand extant along West 1st Avenue (old Highway 10). Two brick commercial style apartment buildings remain on West 2nd. A majority of the twelve are framed, brick blocks with terra cotta or metal trim. Most have brick, basalt, or poured concrete foundations. Roofs are typically flat. Eight of the hotels were constructed in the first decade of the twentieth century. The earliest, the Montvale Block, dates from 1899, part of the rebuilding boom that followed the 1889 fire.

Characteristics of Single Room Occupancy Hotels (SROs)

Craig Holstine in his National Register Thematic nomination for Single Room Occupancy Hotels in Spokane, described the characteristics of the SRO:

> Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, …Most SROs had basements, usually used to house coal-burning furnaces and for storage. …
>
> In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from real hall windows.
>
> Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.
>
> Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety-degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper-level hallways received both artificial and sunlight from ceiling skylights. … Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.
>
> While some rooms were originally equipped with private baths, the overwhelming majority of rooms in SROs did not have baths or toilets. These features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear to not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

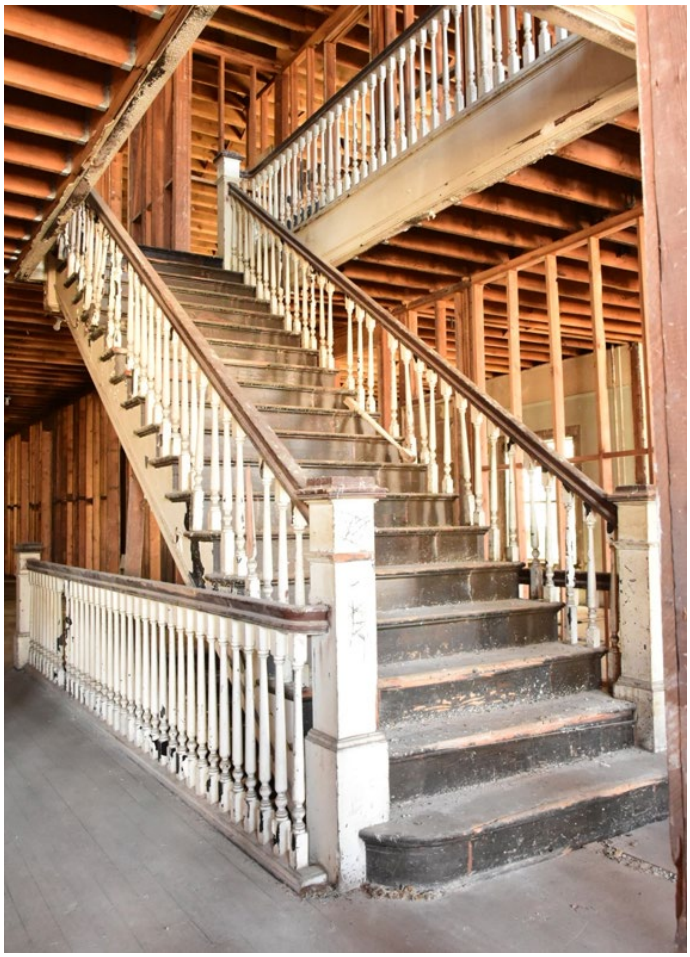


Figure 12: Norman 2nd floor central stairwell, looking north

The Norman-Jefferson, built near the end of the period designated by Holstine exhibits many of the characteristics described above. Main center corridors ran the length of the buildings to access open central stairways and alley fire escapes, shared lightwells, restrooms down the halls, and minimal amenities, defined the hotel as a classic SRO. Rooms each had a window, either on the outside wall, or predominantly, along the inside lightwells. Rooms also had a transom window that opened into the hallway, which along with the windows provided ventilation. Rooms also had sinks and a closet, but the toilets and tubs were down the hall. The 1920 census suggested that permanent residents resided in numbered apartments, and "roomers," perhaps more transitory, lived in more basic rooms.

The characteristic features of the SRO have been removed and the building is essentially a brick shell. The ninety or so rooms that lined the halls have been demolished. Some evidence is extant that maps the pattern of interior rooms, restroom locations, circulation pattern, and materials. The main stairs of the Jefferson have been altered, but the central stairs of the Norman are intact. News accounts list the number of units in each of the buildings: 46 in the Jefferson, and 55 in the Norman.

Development of the Norman-Jefferson block

The first map depicting the site of the Norman-Jefferson Hotels was the 1889 Sanborn Fire Insurance Map, which showed by lot as undeveloped. 1st Avenue bounds the north side, Jefferson Street the west side, and the Northern Pacific Railroad, the south side.

The 1889 Sanborn showed a small print shop on the eastern portion of the future Jefferson lot and a feed and hay warehouse and the Starr Feed Sale on the future Norman lot. Dwellings occupied the four lots to the east. Washington Stone occupied the southeast corner of the block. South of the half-block was the Northern Pacific Railroad main line and spurs.

New buildings were depicted a year later in the 1890 Sanborn. The frontage along 1st Avenue was filled in with new buildings. The lots at the east end of the block, named the Gandy lots, contained three buildings with lodgings facing 1st Avenue, a dwelling facing Madison Street, and the Washington Stone Co. at the southeast corner facing the Northern Pacific railroad tracks. Eight dwellings occupied the middle of the block, facing both 1st Avenue and the NP

tracks. "Star Feed and Sale" with lodgings, and a feed and hay warehouse, another dwelling, a print shop, and a vacant lot completed the block.

The 1891 Sanborn showed about the same structures, but two had transitioned to brick, and three dwellings had been removed. The frontage of the Gandy lots had been filled in, with one of the buildings constructed of brick.

In 1902, the Gandy lots were fully developed with two-story lodgings along 1st Avenue, the dwelling along Madison Street, but Washington Stone had vacated and the building it had occupied was now a livery stable. Livery stables occupied the west end of the block, and "White Front Livery Feed Stable and Corral" ran the entire frontage of Jefferson Street between 1st Avenue and Railroad Alley. Klondike Livery, a wagon and carriage house with stables to the rear were also 1st Avenue neighbors. Across Railroad Alley to the south was the Diamond Ice and Fuel Company that featured a rail spur and accessory buildings with "coal in sacks" and coal sheds. Across 1st Avenue to the north, the brick Felix Block, along with the Montvale Block (1899) on the block to the east, began the march of single room occupancy hotels along 1st Avenue. All Saints Cathedral anchored the west end of that block.

Dramatic changes were depicted on 1910 Sanborn. The Gandy lots were shown as a blank captioned with "FOUNDATION FOR 5 STORY BRICK BUILDING." The Commercial Hotel, built by Gandy and his wife in 1906-07, occupied the middle of the block and fronted along 1st Avenue. Two frame dwellings remained in a void to its south. The lot abutting the west, was captioned "EXCAVATION FOR 3 STORY BRICK BUILDING." The end of the block occupying the entire Jefferson Street frontage (Jefferson Hotel, 1908), and with its front door on 1st Avenue was a new three-story brick building. [Note: the 1910 Sanborn shows the Jefferson Hotel (Windsor) in place. Assessor shows 1909 as construction date, with a couple of journals (and SR-7/2/1908) announcing in 1908 that it would be built by Harry Oechsli with Keith & Whitehouse and Arthur Cowley as architects. According to the Assessor's files, the Norman hotel was built in 1908, but the 1910 Sanborn shows the lot as being excavated, and *The Spokesman-Review* in an October 1910 article mentions the building, along with the Willard, as filling in the block front along 1st Avenue: "The material is brick and terra cotta, matched with the Windsor hotel building on the southeast corner of Jefferson street and 1st avenue." Also note that the Parsons Hotel, completed in 1909 is on the west side of Jefferson Street.]

By 1911, and depicted on the 1926 and the 1952 Sanborn maps, the entire block was filled with brick buildings. The five-story Willard (Otis) was completed in 1911 (and renamed the Atlantic by 1926), the three-story Commercial Block in 1906-07, the three-story Windsor Annex (now Norman) 1910, and anchoring the west end of the block, the three-story Jefferson (Windsor) in 1908. The Jefferson (Windsor) was designed by Keith and Whitehouse and Arthur Cowley. Further, the Norman, originally called the Windsor Annex was built in 1910. An SR 1910 article with a photo of the block reports the construction of the building next to the Jefferson (Windsor) Hotel and attributed its design to Cowley and Rigg.

The 1952 Sanborn shows the same buildings as 1910 with the removal of the brick house behind the northeast corner building.

Development of the Norman Jefferson Hotel

Harry Oechsli, the owner of Spokane Meat and Poultry, was originally from Windsor, Missouri via Butte, MT. He had set out for the "fields of Montana" from Windsor in 1890. An article in the Windsor Review of January 1897 announced the marriage of Mr. Oechsli, of the firm of Oechsli & Co. produce dealers in Butte, Montana. Oechsli had established a meat market in Butte in 1893 and moved to Spokane in 1898 to found Spokane Meat and Poultry which he operated at 1st and Jefferson.

The Spokesman-Review reported in its October 19, 1905 edition that "H. Oechsli Buys Building." According to the article, H. E. Oechsli, a produce commission merchant doing business at the southeast corner of 1st Avenue and Jefferson Street, has purchased from his former partner, John Carstens, the latter's one-half interest in the building where the business is conducted." The one-story brick structure, 50 x 80 feet, with walls to carry two more stories and was erected a year ago at a cost of $3500. The lot is 50 x 142 feet. The price paid was $6,000.

Two years later, June 12, 1907, *The Spokesman-Review* reported "Meat Company to Expand." H.E. Oeschli of Spokane Meat and Poultry company has taken out a permit to erect a two-story brick building at the southeast corner of 1st avenue and Jefferson street to be occupied by his company. The building will cost about $10,000. It will occupy the full depth and width of the lots which is 50x156, having a frontage of the Northern Pacific right of way which affords good shipping facilities. In the same edition under building permits application had been made by H.E. Oechsli for a $10,000; two-story brick on lot 1, block 19, 1st Addition to Railroad Addition. Oechsli had also applied for a permit to connect with city water main on June 8th, for the address South 109 Jefferson Street.

A year later, Oechsli's building would again be expanded: $**30,000 Building on First Avenue**" announced the July 3, 1908 edition of *The Spokesman-Review*. "H.E, Oechsli to Erect Three-Story Brick at Corner of Jefferson." "First Floor will be Occupied by Spokane Meat and Poultry Company – Living Rooms Above." "H.E. Oechsli, proprietor of the Spokane Meat and Poultry Company, will construct a 50x156 feet building that will cost about $30,000. Keith & Whitehouse and Arthur Cowley are the architects."

> Mr. Oechsli now has a one-story building 25X50 feet on the site, occupied by the Spokane Meat and Poultry Company. This will be carried up two more stories and a three-story building will be put on the east 25 feet of the lot.
>
> Two storerooms will face First avenue, with stairs between leading to the second floor. All the first floor, except the inside storeroom will be occupied by the Spokane Meat and Poultry Company. The basement will also be used as a freezing room by the company. The building will extend back to the railroad right of way.
>
> On the second floor there will be living rooms, arranged partly in suites and partly independent. The rooms are large and well lighted and ventilated. Work has already started on tearing down the old frame building on the east side of the lot.

The American Architect and Building News also reported the building in its July 22, 1908 edition, again naming Keith & Whitehouse and Arthur Cowley as the architects.

The August 23, 1908 edition of *The Spokesman-Review* headlined its Sunday Real Estate section with "**These Nine Buildings Cost Nearly $4,000,000**." "Spokane's Remarkable

Building Record for 1908 Proves This City the Most Prosperous in the Entire United States." Among the buildings highlighted with photographs were the Paulson, Peyton, Spokane Drygoods, Kemp & Herbert store, Wilson Apartment house, and the Federal Building. Architect Albert Held, having just completed a trip around the country "declares that Spokane is doing more building than all of them together" (Duluth, Minneapolis, St. Paul, Seattle, Tacoma, Portland, and Vancouver).

The article included photos of some 34 buildings under construction in Spokane at a total cost of at least $4,750,000. In addition to these business buildings there are easily $1,500,000 worth of residences and apartment houses. (Banner headline on pp28 and 29 "Business Buildings and Residences Now Under Construction Will Cost Approximately $5,600,000; Total for Year Will Exceed $7,000,000. A list of some 36 "Big Buildings Now Under Construction in Spokane" included the Spokane Meat and Poultry Building at a cost of $30,000.

The lot between the just completed Windsor Hotel (named after Oechsli's hometown of Windsor, Missouri) and Commercial Block to the east, having been owned by Mrs. Rachel Newman since 1904 would join the brick parade along 1st Avenue. "Mrs. R. Newman To Build On First," reported *The Spokesman-Review* on December 12,1908.

> Mrs. Rachel Newman will build a three-story building next spring on the south side of First avenue, just east of Jefferson Street. The building will occupy the full lot and probably cost $40,000.
>
> In architectural design Mrs. Newman's building will conform to that just completed by the Spokane Meat and Poultry company, which will adjoin it on the west. A party wall agreement has been made by the different owners of the two properties. The Spokane Meat and Poultry building is one of the best built structures of its class in the city, and the new block is to be similar to it in both design and construction. Mrs. Newman has owned this site for five years, lot 2, Block 19, Railroad addition, purchased in 1904.

Meanwhile, Harry Oechsli was taking another big step in west downtown real estate as reported by the *Spokane Daily Chronicle* on October 26, 1908. Having just finished building a new block on the southeast corner of 1st Avenue and Jefferson Street, he had purchased the property on the immediate block to the west with $33,000 cash. It was reported he bought the site for a five-story brick block with an estimated cost of $75,000. He stated: "This is going to be a corner of some account. I am going to put up a five-story white pressed brick building, built for a hotel, with rooms upstairs." Oechsli commented that the proposed white brick building would contrast well with the red brick building he had just finished at the southeast corner. That building had been built on a lot he had purchased five years before and with the lot, was an investment of about $85,000.

"Bought Fine Lot and Let it Go In a Hurry," reported the *Spokane Daily Chronicle* on October 27, 1908. Indeed, Oechsli owned the lot for just over a day before he resold it to Mr. William E. Parsons of Winters, Parsons & Boomer, railway contractors. The price of the lot was the same as paid by Oechsli in his purchase, $33,000. Mr. Parsons stated that he intended to improve the property in much the same line as proposed by Oechsli in the article mentioned above.

W. E. Parsons completed the five-story brick and terra cotta hotel in 1909 at a cost of $100,000. Keith and Whitehouse were the architects (who also designed the Windsor with Arthur Cowley). *The Spokesman-Review* displayed a photo of and reported the completion of the Parsons Building on November 21, 1909.

Both the *The Spokane Press* and *The Spokesman-Review* reported the progress of Mrs. Rachel Newman and her building on January 8, 1910. According to the Review, "Building, $35,000, On First Avenue," the work would start in April.

> "One more imposing structure is to be added to the improvements planned on the south side of First avenue between Madison and Jefferson streets.
>
> The new structure is the $35,000 three-story brick and terra cotta building now being planned by Mrs. Rachael [sic] Newman and her son, Jesse Newman. Work on which will start in the spring, probably early in April. The structure, with the $130,000 structures planned by Dr. J.E. Gandy, will change the entire block on First avenue and will give that avenue one block of all modern effective buildings, the Windsor hotel now gracing the corner of Jefferson Street.
>
> The plans for the building are being completed b Architect A. W. Cowley, and contracts are being let so that work may begin as soon as the existing leases can be amicably settled or expire. If the leases are settled before the expiration construction work will be started immediately.
>
> The lot is 50x142 feet in dimension and at present is occupied by a livery stable. The property has a valuation of about $45,000. (Mrs. Newman had purchased Lot 2, Block 19, Railroad addition from R.S. Irish on December 14, 1904.)
>
> In the plans for the building Mrs. Newman has arranged for two storerooms running the full length of the structure on the first floor. The basement will be constructed the entire length and will be finished off to provide storage rooms for the stores as well as being equipped with hot water heating plants.
>
> There will be 55 rooms in the two upper floors, which will be finished throughout in birch. Each room will have hot and cold running water, clothes closets and adequate lighting facilities.
>
> According to the plans the building will be ready for occupancy early in the fall.

The *Spokane Daily Chronicle* wrote in September 19, 1910 of the progress on the Newman building. "Would Extend Windsor Hotel to Newman Building on First Avenue," captioned the photo of the Windsor Annex still under construction.

> Negotiations have been under way for some time between the management of the Windsor hotel, 1129 First avenue and agents of Mrs. R, Newman, in an effort to incorporate the new Newman building into the popular hostelry. The Newman building is now nearing completion by the Pettifer Construction company and will be ready for occupancy within a few more weeks. Under the superintendence of Cowley & Rigg, the architectural firm which planned the building, the same style of architecture as was used in the construction of the Windsor hotel has been adhered to in the exterior finish of the Newman building. The later adjoins the Windsor hotel on the east. [Cowley, in collaboration with Keith and Whitehead, had also designed the Windsor.]

The Newman building covers an area of 50x153 feet and consists of three stories and a full basement. On the lower floor arrangement has been made for two stores, while the second and third floors are being finished for hotel or apartment purposes.

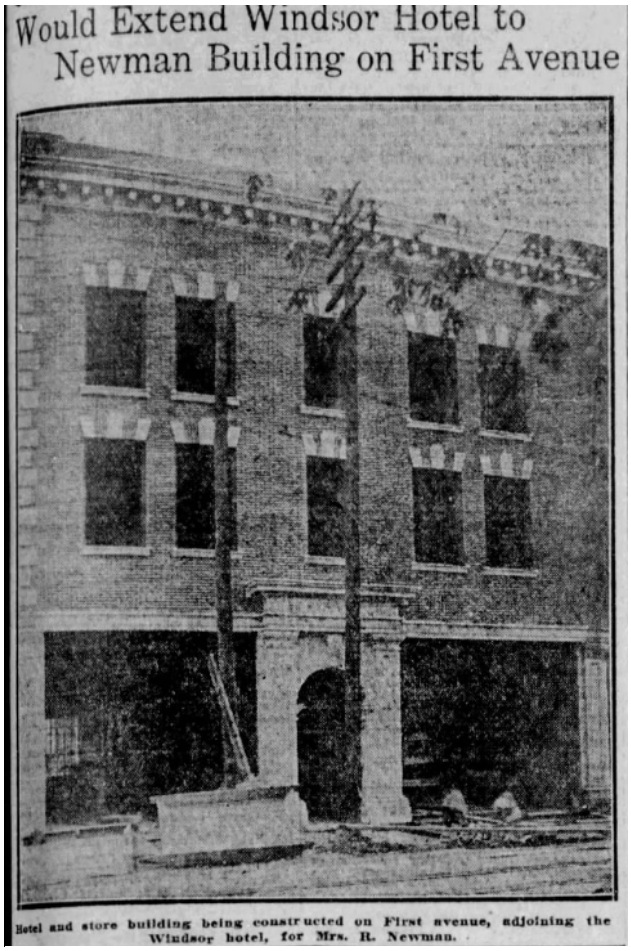


Figure 13: Spokane Chronicle September 19, 1910

On October 30, 1910 *The Spokesman-Review* reported progress along 1st Avenue which featured a photo of the block between Madison and Jefferson streets. The photo and article showed the newly constructed hotel building built by J.E. Gandy at a cost of $130,000 with Cowley and Rigg as architects. According to the article Rachael Newman was planning to invest $45,000 in a new three-story brick building with two storerooms on the ground floor, full basement, and 52 hotel rooms, on a lot of 50 feet by 155 feet. The design would match the Windsor Hotel building on the corner. Cowley and Rigg also designed the Windsor Annex (Newman) and C.W. Pettifer was the contractor.

The Windsor and the Windsor Annex were finished and occupied, but the names Windsor and Windsor Annex were short-lived. In the year 1913, the Windsor made its debut in *The Spokesman-Review* as the Jefferson; and by 1914, the Windsor Annex was the Wayne Hotel.

In October 1914, *The Spokesman-Review* reported: "**Junge Takes Over Wayne Hotel**."

> The furniture and business of the Wayne Hotel, W1123 First avenue, was purchased yesterday from A. McLaughlin, who recently took over the establishment, by August Junge, engineer at the Parsons hotel. The change in management will be made today. The consideration was $4000. [Note that the sale of the hotel was for the hotel business only. The building itself and the ground floor businesses were not be included.]

Ads for the Wayne Hotel would run in the classified section through September 1919 when they overlapped with the Irby Hotel at 1123 1st Avenue which began its ads in April 1919. The Wayne had been listed for sale in 1918 and was advertised as the New Wayne Hotel under new management. "For Sale – Hotel of 50 rooms, well furnished; private bath, attractive entrance; good location. 1123 1st. ave." The Irby Hotel was listed in the classified ads through 1920, but not thereafter.

On the ground floor, Spokane Meat & Poultry would move out of the building around 1918-1919. Harry Oechsli turned to automobiles as his business in 1916. Harry Oechsli joined the automobile businesses of Auto Row along with the Cowles Publishing Company who built a brick salesroom building at W1210 1st Avenue. *The Spokesman-Review* reported in the September 24, 1916 edition: "**New Building For Auto Firms**" "Harry Oechsli of the Traders Tire & Motor Supply Company, First avenue and Jefferson street will occupy the First Avenue section. In addition to a large business in automobile accessories Mr. Oechsli has an agency for the Ford automobiles and has a big sales list to his credit." Located in Spokane's auto row, the building would house businesses such as Firestone Tire & Rubber Co., Sanders Auto Parts, Motor Supply Company, Todd Sales, Hayes Car Agency, National Finance & Investment Co., and Bearing & Rim Supply. Other businesses included Northern School Furniture, Inc., Essig Drug Company, and Seidenbach's Fixture Market.

Oechsli had relocated to Montana around 1917 with dealerships in implements and tractors with headquarters at Billings, Great Falls, and Lewistown. He returned to Spokane in November 1922 to sell Ford automobiles as president of the National Motor company. It was reported by the Review that his 6-month old Ford dealership has set new records for sales. *Motor Age*, in a December 28, 1922 article reported Oechsli's return to Spokane.

> Back to Spokane, from which he absented himself for several years, and back to the Ford products which he spread over the Inland Empire is Harry E. Oechsli. As a setting for his renewed activities, he, Oechsli, has leased space at 1212-14 First avenue and W1213-15 Sprague avenue, a structure built for his purpose several years ago, and that he may begin without limitations, he is expending $15,000 on machinery and its installation, shop and service equipment, illumination and other improvements.

Figure 14: The Spokesman-Review, June 26, 1927

In July 1924, he was replaced as president of the National Motor Company, local Ford dealers. Motor West in April 15, 1924 reported that a Spokane Financing Company had been established. "Incorporated last October for financing automobile contracts and chattel, National Finance and Investment Co., Spokane, has been organized, with Harry E. Oechsli as president, Mrs. H.E. Oechsli, vice president."

In 1927, Oechsli changed his automobile business to the Hupmobile. An article in the *Spokane Press*: "Four Cogs in the HUD-SEX Machine" reported that Harry E. Oechsli had announced organization of his sales staff. "Further realignment of HUD-Sex Motors was announced yesterday by Harry E. Oechsli, president, who recently took over the distribution of Hupmobiles for the Inland Empire." *The Spokesman-Review* in its June 26, 1927 edition carried a half page ad that his newly formed Western Motor Company would be a change only; they would continue to sell the Hupmobile.

On September 4th, in preparation for the auto show at the Interstate Fair in Spokane, he was representing Hupmobile under the Western Motor Co. In 1932 Oechsli transitioned from only selling automobiles to financing them as well, with the founding of National Finance Investment Company in his main office at S107 Jefferson.

An advertisement in *The Spokesman-Review* for the Jefferson Hotel on March 16, 1928 stated: "It contains 98 unusually large rooms with private phones. The rooms are finished in highly polished cherry wood and are all carpeted, which makes them very attractive. A number of the rooms are equipped with private bath.'' This ad reveals the joining of the rooms in the Norman and those of the Jefferson as a single entity.

"**Jefferson Hotel Changes**." Reported *The Spokesman-Review* on July 31, 1929. Again, the business, not the building was sold. Mrs. Mable Fox had sold the lease and furnishings to Mrs. Louise Burchett and Mrs. Margaret Ryan for $15,000 cash. Mrs. Fox had operated the hotel for the past 10 years.

The Annex was also mentioned in an article in *The Spokesman-Review,* October 18, 1929 edition in reporting the visit to Spokane of Jesse Newman, "**Lauds Spokane Growth**." "Jesse Newman, a wholesale tobacco dealer and one of the leading citizens of Butte, Mont., a Spokane visitor, is impressed with the prosperity of the city and predicted increased building activity. … Mr. Newman is the owner of the Jefferson hotel annex on West First, where improvements were completed recently at a cost of approximately $5,000." Jesse Newman, who with his mother built the Windsor Annex, was in the tobacco business and resided in Spokane through 1912 when he and a partner, Lee Marx purchased the wholesale and retail cigar and tobacco business of the Louis S. Cohn company of Montana. They left Spokane in 1912 and relocated to Butte, Montana.

For the first time, classified ads for the Norman Hotel were published in *The Spokesman-Review* in November 1932. "Norman Hotel, W1123 1st. Cozy, warm rms: use of community kitchen; share baths; $2.50 wk, up."

The *Spokane Daily Chronicle* reported on September 24, 1933: "**Death Claims Harry Oechsli.**"

> Harry E. Oechsli, 54, Opportunity, president of the National Finance and Investment company, died suddenly Sunday morning at the Davenport hotel following a stroke. He had been feeling ill for several days, and did not go to his home over the weekend. He was formerly a well-known automobile dealer.
>
> Mr. Oechsli had resided in Spokane and vicinity for 25 years. He first entered the automobile business in 1916 in Montana and in 1923 organized the National Motor company here. Three years later he headed the Hud-Sex Motor company. He owned the Jefferson hotel and other properties. His home in Opportunity is one of the show places in the valley.
>
> He is survived by two brothers, George of Butte and Frank of Windsor Mo. Mrs. Oechsli died in December 1929. Mr. Oechsli was a member of the Elks. The body is at the Smith funeral home.

Oechsli left an estate of $75,000. The largest single item in his estate was the Jefferson Hotel which was valued at $40,000. He also had one of the finest homes in the Spokane Valley at Appleway and University, valued at $17,000.

In April 1934, the Oechsli Estate announced a three-year lease and sale of furnishings of the Jefferson Hotel to Mrs. Rose M. Bevan. "The hotel embraces the second and third floors and includes 40 rooms."

"**Halterman Gets Jefferson Hotel**," reported the *Spokane Daily Chronicle on* July 4, 1946. "Furnishings and the lease of the Jefferson Hotel, at 1129 First have been purchased by Paul D. Halterman from Mrs. Ala Thurston for $16,000."

The *Spokane Daily Chronicle* reported in April 1948 that Steve Hinos had purchased the fixtures and taken a lease on the Norman Hotel from J.D. Fowler. The Hinos interest in the Norman was short-lived; in October of 1948, Hinos sold the furnishings and lease to E.J. and Florence Kessinger for $23,100.

In March 1949, the Spokane Daily Chronicle reported "**Operators Change at Jefferson Hotel**." William J. Knorre Jr purchased furnishings and fixtures and took a lease on the two-story for around $24,000 from Mr. and Mrs. Fred Samm.

Tenants of the ground floor of the Norman-Jefferson listed in the 1950 Polk Directory included Morrie's Tavern, Frank's Cleaning and Pressing, and Donart's Coffee Shop.

Mr. Knorre consolidated his downtown real estate holdings in 1951 by merging the Jefferson Hotel which he had leased in 1929 via purchase of the lease of the Norman Hotel. According to The Spokesman-Review of April 14, 1951: "**Two City Hotels Will be Merged**."

> William J. Knorre Jr.., proprietor of the Jefferson hotel, Jefferson and First, has purchased the adjacent Norman hotel from Sam Sellinas, and will merge the two buildings, he announced this week.
>
> Both buildings are three-story brick structures, with the Norman located just east of the Jefferson. …The merger will give Knorre a 91-room hotel which will be known as the Jefferson.
>
> Sales price listed in the country records was $18,000.
>
> Knorre has been engaged in the resort and hotel business in eastern Washington for the last 10 years. He bought the Jefferson in 1949.

Tenants listed in the 1960 Polk included Miller-Devert Costume Rentals, Turner Les Auto Parts, Fone D'Las Tavern, Jefferson Barber Shop, and Chuck's Panite Clns, with two vacancies.

In 1962, a new music venue and art gallery opened in the west First neighborhood with the conversion of a tavern to Opus 1, at 1121 West First. "**Opus 1, New Spokane Spot, Offers Live Classical Music**."

> The chips are down.
>
> "Opus 1, a new Spokane nightery, where live classical music is the principal product, has assigned itself the task of determining whether the long-hairs are as

> dedicated to their kind of music, as are the jazz fans, who support two swinging establishments…
>
> The sign has changed for only a couple of weeks at the First Ave., location that formerly was merely a tavern across from the bus depot, the word has been getting around.
>
> It is against this backdrop that two of the operators are making musical history, for no place just like Opus 1 is known to exist, at least in the West. …Nightly (except Sundays), violinist Ron Kilde and pianist Dick Totusek, provide a five-hour concert that would maim the average artist."
>
> Look for big things on West First—and for similar establishments around the country. But remember, you saw it first in Spokane."

Opus 1 was also a home to the visual arts in that it staged regular exhibitions of Spokane artists. In July 1963, and exhibit of drawings and paintings by artist Clyde Butts graced the walls. Opal Fleckenstein, Butts' art mentor at Eastern Washington State College displayed her work in September. "**Exhibit Show by Fleckenstein**," in September 1963.

The Opus provided entertainment on West First until February 1966 with an ad in *The Spokane Daily Chronicle:* "This Week Only" "Napua" "Hawaiian Go-Go, Authentic Tahitian Dances."

The Opus 1 continued its run until early 1966, and the space transitioned to the new home of the Boot Hill Tavern in May 1967. The Opus experiment had reverted back to a traditional tavern. *The Spokesman-Review* carried ads in the May 3-8, 1967 classified: "All new Boot Hill Tavern is opening, we need girls. Must have Washington State Liquor I.D."
The Spokesman-Review carried an ad on May 19, 1967 for the Boot Hill Tavern, 1121 W. 1st across from Bus Station.

With that the tone of the neighborhood shifted from classical music and Tahitian dances to a rough and ready tavern, aptly named the Boot Hill. And with the Boot Hill, "Spokane's Newest Western Tavern," came guns. The May 12, 1967 edition of *The Review* featured an advertisement for Boot Hill which depicted a cowboy with two guns blazing and the question "Want Action?" and the action soon followed.

Figure 15: Spokesman-Review May 12, 1967

"**Man Is Booked in Gun Incident**." Reported the *Review* on August 5, 1967. The man was "allegedly waving a .22 caliber revolver in the Boot Hill Tavern, W1121 First.

"**Seattle Motorcyclists Face Assorted Charges**." In November 1968, four persons were arrested at the Boot Hill Tavern, W1121 First, for concealed weapon and accused of kidnapping, assault and armed robbery.

"**Penalty Levied**." In March 1971, the liquor license for the Boot Hill Tavern was suspended for service of alcohol to minors.

"**Man Is Knifed; 2 Are Arrested**," reported *The Spokesman-Review* on October 23, 1972 for a fight at Boot Hill Tavern. Several men were standing outside the tavern with one bleeding. As officers went inside to investigate another fight broke out. "**Stabbing Case Arrest is Made**," replied the *Spokane Daily Chronicle* in the evening news.

"**Suspect is Nabbed in Tavern Holdup**." In December 1973, the *Chronicle* reported a robbery at the Boot Hill Tavern; about $200 had been taken.

"The *Spokane Daily Chronicle* ran daily classified ads in its March 1974 editions. "Tavern for sale. Want to sell immediately, lots of room for expansion, good potential. Fine clientele and good keggage. Across from Greyhound Bus Terminal. Good Expo spot, W1121 First, Boot Hill Tavern."

"**Woman Held in Larceny Case.**" According to the April 25, 1974 *Spokane Daily Chronicle*, a young woman employed at Boot Hill Tavern, took $300 from the tavern and was booked at the County-City jail for grand larceny.

"**Business Burglaries Under Investigation**," reported the *Chronicle* in April 1976. According to police officers, about $200 plus some checks were stolen in a break-in at the Boot Hill Tavern, W1121 First.

In spite of the growing neighborhood crime issues and deterioration of the buildings along west 1st Avenue, the City of Spokane took its first step in providing public housing; and it was perhaps because of that deterioration that the city was able to buy the five-story Parsons Hotel which had been recently vacated. The Parsons was the western bookend of the row of SROs along West 1st that included the New Madison apartments at the east end, the Otis Hotel, Commercial Block, and the Norman-Jefferson hotels.

"City buys Parsons Hotel for public housing." 10/2/1979.
The city, through the Spokane Housing Authority (an autonomous governmental agency with directors appointed by City Council) was purchasing the vacant building for $360,000 for the city's first public housing project. In April of 1979, the city had been seeking a loan of $400,000 in federal Community Development Funds to convert the unoccupied Parsons Hotel into a 64-unit apartment complex. Although there were a dozen proposals for the project, the city completed the renovation itself and retained the ownership through the Spokane Housing Authority. The controversial project was completed and began filling the 50 available units in October 1982. Along with the firing of the director of the Spokane Housing Authority and objections over the "excessive" cost of the units, the project was completed and occupied by low income and disabled residents.

"**Skid Road is vanishing – but the bums aren't.**" In a June 29, 1980, opinion column, Chris Peck, for *The Spokesman-Review* described the post Expo-74 changes to the east downtown and the demise of the flop houses and bars that had sustained the bums that had littered the sidewalks and slept in the doorways. They had been driven from Trent and Main and were now infesting Riverside. According to a local business owner, "All your Skid Road

hotels are torn down. They have to move somewhere." He also observed that "You are not going to get rid of them."

The gentrification of this vanishing skid row district exacerbated the shift of the flop houses and bars to the stretch of 1st Avenue west of Monroe Street, the area including the Montvale, Madison, Otis, Commercial, and Norman-Jefferson hotels, and the degradation of the West 1100 block of West 1st.

One of those businesses that catered to the skid row clientele was the Dead End Tavern, at 315 Riverside Avenue, which had drawn complaints from its neighbors and was involved in several incidents with the law. The tavern had its own troubles in the shooting of its bartender on April 20, 1981. Several men had been fighting and one pulled a pistol, shot into the floor, with a ricochet hitting the bartender in the leg.

"The other Spokane's Christmas." "**A priest found the real Christmas with the 'nobodies' in a hotel**." On Christmas day, 1982, The *Spokane Daily Chronicle* told the story of the have-nots living in downtown Spokane's low rent apartments. The article told of the sabbatical adventure of Father Hal Dressel, S.J., usually ministering to the Rose Bud Sioux in South Dakota, who wanted to live in a downtown Spokane hotel and experience the life of the people there.

> Does Christmas exist in the "other" downtown Spokane?
> …
> But what about those hundreds of dark, little rooms in downtown hotels and the people living there – the lonely, the elderly, the handicapped, the unemployed, the mentally and physically ill, the reformed and unreformed criminals, the practicing and recovering alcoholics. What about that wide assortment of people going through some pretty rough times?
> What is Christmas like in that "other" downtown? Does it even exist?
> As the site of his adventure, he chose the Norman Hotel, an ancient building on First Avenue near Jefferson, wedged between the Dead End Tavern and an adult bookstore across from the Greyhound Bus Depot.
> Father Hal Dressel, S.J. looked for Christmas in downtown Spokane and did he ever find it – the pain of it as well as the unexpended beauties.
> The 52 rooms at the Norman are reached by ascending a long, narrow staircase, covered with linoleum worn spotty with the passage of thousands of footsteps.

The article continued to paint a picture of Father Hal's experience and the West 1st residents to which he ministered.

The notorious Dead End Tavern had moved to the 1100 block of West 1st from 315 West Riverside in 1983. The move had not freed the Dead End Tavern from the scrutiny of law enforcement. In July 1983 it had been subject of a Spokane Police sting operation and the owners were charged with serving a drunk transient. In that July police operation officers took a transient from tavern to tavern in an attempt to get the man served while drunk. The Boot Hill, historically the ending for the dead, became aptly named as the Dead End.

The Spokesman-Review reported on September 9, 1983 that the "**Charge against tavern dropped**." The complaint charged that wine was served to an intoxicated transient. "But

Gerald Wiley, owner of the Dead End Tavern, W1121 1st, said officers were harassing his tavern because he complained about a confrontation with two policemen in February.

In the following week's report, September 15: "**Tavern gets notice to suspend license**." The Washington Liquor Control Board is seeking a 3-day license suspension of a downtown tavern in connection with a charge, now dropped, that a barmaid served a drunken transient. Gerald Wiley, owner of the Dead End Tavern, said Tuesday he received a notice from the liquor board that his license would be suspended in October as a result of the alleged incident. But, on December 10th an Administrative law judge backed the tavern in recommending against suspension of the license.

> One of the downtown neighbors, at South 109 Jefferson, was Crosswalk, a haven for street kids that had opened on November 4, 1985…. Supported by the Spokane chapter of the Volunteers of America and area churches, it opened on November 4th with the mission of providing a place for street kids to get a meal, relax and go to school. Crosswalk both attracted and supported the youth already engaged in the street life of the 1100 block of West 1st.

The Spokesman-Review in the first of many articles that would be written about the neighborhood described the activity in a June 14, 1987 article. "**West First blend of young and old: It's on the rocks**."

> A solitary figure walked out of the Otis Hotel, into the Sunburst Tavern and settled into the fifth bar stool. The old man ordered a beer and fixed his attention on the Tom and Jerry cartoon coming from the color TV.
>
> More customers followed, and by 6:10 on this Wednesday morning, life of West 1100 First was in full swing.
>
> As the sun burned the morning haze off this beleaguered block, the cooks at the Coach House were making breakfast for a restaurant full of early risers. At the other end of the street, Pat Francis, the clerk at the porno video arcade, was making change for customers already crowding into his small back room.
>
> In between, the winos and the panhandlers emerged from nighttime roosts in nearby alleys to work the stretch of sidewalk that has become a Spokane eyesore.
>
> …
>
> The block is now the target of a combined attack by police and business owners to deal with the growing problems of prostitution, robbery, burglary, drug dealing, rape and assault.
>
> Young street-hardened runaways find themselves at odds with elderly fixed-income tenement dwellers. The old-timers blame the kids for the crime on the street. The kids feel the resentment and return it.
>
> Both factions have hours when they call the street their own. During late afternoon and evening, the kids appear dominant. The morning and early afternoons have an elderly touch.
>
> "It's almost like they trade shifts," Francis observed.
>
> …
>
> "This block is going to hell," said Ferry. "When I first moved in, this block was still decent. I mean we had our winos but now we have all these young upstarts. They ought to have their butts spanked and sent home." ….

> Dead End bartender Mary Ellen Gerner has a soft spot for the seniors who live upstairs. The Otis, Norman and Jefferson hotels and the New Madison Apartments, 1029 First, together have more than 300 residents.
>
> "They are good people," Gerner said, "But they are lonely people and no one cares about them. They stick to this block because this is all they have."
>
> Gerner doesn't like the way West 1100 First has changed. "It used to be people would try and bum a dime or a nickel or just a penny off you, and that's all right," she said. "But these young kids, they ask you for a dollar and if you don't give it to them, they'll knock you down."

In the same edition both *The Spokesman-Review* and the *Spokane Daily Chronicle* continued the story. "**It's survival of the fittest down here.**" "Block of West First broils with sex, crime, violence."

> If Spokane has its dark underbelly, this is it.
>
> At the western edge of the downtown core, it has become a magnet for derelicts, drug abusers, prostitutes and runaways. The 1100 block of West First, between the Otis Hotel and the Greyhound bus depot, arguably is the city's worst Skid Road.
>
> Police say robbery, assault, theft and harassment are common. Male and female prostitutes walk the street. Drugs are peddled.
>
> "It's kind of survival of the fittest down there," Sgt. Mike Yates said.
>
> …
>
> The neighborhood long has been a melting pot. Scores of pensioners, the handicapped and unemployed occupy the cheap rooms in aging hotels. Racially, the neighborhood is diverse as any in the city.
>
> Street-level businesses include two taverns, a restaurant-cocktail lounge, porno shop, convenience market, barber college and a ministry devoted to the down-and-out. A senior citizen center is a few steps away.
>
> Around the corner is the Crosswalk volunteer program. It's working to get juvenile runaways off the streets.
>
> But some on the block say problems took a turn for the worse when Crosswalk opened 19 months ago. …
>
> We are concerned about the number of young people down there and the potential for sexual abuse," Allen said. "The difficulty is getting the street kids to come forward and really detail what's going on."

On September 24, 1987 the *Spokane Daily Chronicle reported:* "**Police set up outpost in high-crime area**."

> It's not necessarily Fort Apache –The Bronx, but it's the closest thing to it in Spokane." The Spokane Police Department opened its first substation Wednesday in the middle of West 1100 First – a block known for its street people, prostitution, muggings, rapes, assaults and burglaries. … It's arguably the worst street in the downtown area, and police recently began to admit they were losing the battle.

Murder was added to the list of W. 1100 First woes as reported in *The Spokesman-Review* on October 4, 1988. "**Police seek motive after disabled pensioner slain**."

> Resident of Parsons Hotel stabbed with butcher knife in front of Dead End Tavern. He was a regular patron of the adjacent Sunburst Tavern. Assailant found at counter of Coach House Café.

"**Bartender serves hope at the Dead End**."
David Hirschman of *The Spokesman-Review,* in the December 27, 1988 edition wrote of one of the anchors of the neighborhood.

> The gruff, gray-haired bartender surveys the sullen faces that surround her at the Dead End Tavern each day –and she sees hope.
>
> …
>
> Stale cigarette smoke hangs heavy in the tavern, which sells cheap wine "to go" to people who are going nowhere.
>
> …
>
> Some of the down and out residents of Spokane receive charity during the holidays – but they have another advocate whom they can count on all year. They call her Mary Ellen, a woman who has been looking out for them for more than two decades. She runs the Dead End Tavern, W1121 First in a rough neighborhood downtown near the bus station.
>
> …
>
> "I sort of look out for them, I know they are people –not bums, not tramps, not winos—but people."
>
> Mary Ellen Gerner has been a bartender since she came to Spokane in 1966 as a single mother with two infants. She needed money, and a job tending bar was available.
>
> Mary Ellen and the Dead End Tavern are well known to police. Radio dispatches don't have to give the address when they send officers there to investigate complaints.
>
> …
>
> She calls the police with problems ranging from disorderly customers to knife fights. "I usually stop a brawl before it starts. They almost always start arguing before the start swinging, and if I can get to them while they are still arguing, I can at least get them out of the bar before a fight starts."
>
> And although there are people who call the Dead End Tavern a dangerous place, Mary Ellen disagrees. "This place isn't tough," she said. "What's tough is the lives these people are forced to live on the streets each day."

As an aside: Pat Sullivan, retired social worker for the Spokane Veteran's Hospital, commended Gerner on her shepherding of the veterans who lived in the neighborhood. Gerner would collect their pension checks, cash them, take their monthly rent payment out of the cash, the rest of which she would hold and ration out to them. [making sure they had enough for beer money].

Another downtown neighbor was introduced in February 1990: Kevin Ch'en, a Chinese American and Minister of City Gate Fellowship was "nourishing the hungry souls," of which there were plenty in the neighborhood. City Gate, at 1113 W. 1st between the Otis Hotel and Dead End Tavern, was formed in 1986 to minister to the homeless.

The west end of downtown had escaped the tear down of the SROs that had been experienced in the Expo and post-Expo period in the demise of Skid Row as reported in the 1980 column by Chris Peck. But, the next decade would bring the closure of hotels, reduction of rooms through

renovation, and conversion to alternative uses. In February 1990, *The Spokesman-Review* reported the closure of the run-down Jefferson in the context of hotel closure and demolition.

"**Downtown poor run out of room**." Reported *The Spokesman-Review* edition of February 25, 1990. A full page was devoted to the crisis in downtown housing.

> Maybelle Green learned to live among prostitutes, drug dealers and bums. What she couldn't stand was toilet water dripping from the ceiling onto her head.
> That's what finally convinced the 85-year-old widow to move out of the Jefferson Hotel in downtown Spokane.
> For 17 years she watched the Jefferson transform from a clean hotel completed with maid service to an eyesore boarded up in October for health and fire code violations.
> "It got so there was a lot of dope being pushed there … There were always all kinds of needles in the restrooms. There was lots of prostitutes who lived there, too."
> …
> The Jefferson, W1129 First, was one of the 36 apartment buildings closed to housing in downtown Spokane during the past 10 years. That amounts to a loss of more than a third of all low-income housing downtown. The buildings either were converted to commercial uses, demolished or boarded up.
> While 1220 rooms and apartments have been removed from the downtown area in the last decade, just 190 units have been added through renovations. … [Article continues on downtown housing crisis.]

On May 9, 1988, *The Spokesman-Review* reported that the man accused of the stabbing death of a Parsons Hotel resident in front of the Dead End Tavern in October 1988 had pleaded guilty to manslaughter.

New life was on the horizon for the Jefferson Hotel: "**Low-income housing in hotel plans**," reported the March 22, 1990 of *The Spokesman-Review*.

> The Jefferson Hotel, closed last fall by health and fire inspectors, was sold Wednesday to a Spokane man who plans to reopen the building for low-income housing. Rick Warriner, a former housing rehabilitation specialist, bought the property at W1129 First from California owner Gary Rice, said property manager Jim McClenahan. The sale price was $125,000.
> Warriner said he wants to begin rehabilitating the 39-unit building in April and could reopen it as early as next fall. For city officials, the purchase could help relieve the tightening low-income housing market downtown. But nearby property owners, angry at the drug traffic and prostitution in their neighborhood say it will take more than one property owner to save First Avenue." … [continued on A4.]

The proposed resurrection of the Jefferson did nothing to slow the parade of prostitution, muggings, rapes, drugs, assaults and burglaries, in 1st Avenue's West 1100 block. According to the April 5, 1990 edition of *The Spokesman-Review.* "**Transient arrested after woman stabbed at Dead End Tavern**." "A Spokane woman was hospitalized Wednesday evening after a transient walked into the bar where she was drinking, stabbed her three times with a

knife, then fled." … "I just saw him walk in and the next thing, I knew, someone was shouting 'Hey, that man has a butcher knife,' said bartender Donna Wiley.

An attempt to reduce the fights and brawls along their street, and to avoid being shut down by the liquor board, an initiative was taken by the local taverns. *The Spokesman-Review* reported "**Taverns Launching Cleanup**, and the *Spokane Daily Chronicle* reported "**Coping with the wild crowd**," **West First Avenue businesses try to clean up their act**." in their April 10, 1990 editions.

> Jerry Wiley closes the Dead End doors at 7 pm. Jason Knott won't serve anyone he suspects of dealing drugs or engaging in prostitution.
>
> Faced with the loss of their liquor licenses, West First Avenue tavern and lounge owners are trying to clean up their neighborhood before liquor control authorities do it for them. …
>
> In a three-pronged approach neighborhood leaders are calling for a police foot patrol, a ban on the sale of fortified wind, and sentencing restrictions to stop habitual criminals from returning…". A group of businessmen request police patrols, and banning the sale of fortified wine – three businesses still sell it. Four out of five crimes in neighborhood are related to alcohol. The Coach House lost more than 60 percent of its business when refused service to suspected criminals. "The Dead End Tavern began closing its doors at 7 p.m. to discourage the "wild crowd" that comes in at night."

The police side of the story was reported by *The Spokesman-Review*: "**Walking a beat keeps the block 'cool,' not clean**. (7/18/1990)

> … "But for Spokane police, walking the beat means dealing with prostitutes – both male and female—who act as if their profession were legal. It means pimps who think they own the slabs of concrete where their "girls" work.
>
> And it means drugs, fights, rapes and other crimes that make up the illegal trade that flourishes in the 1100 and 1200 blocks of West First Avenue –the only neighborhood in town where foot patrols are regularly scheduled. … The two-block stretch is home to a bus station, an adult book shop, two taverns and several residential hotels that house mostly low-income senior citizens. …

"**Jefferson Hotel refurbished as Crosswalk moves."** The Spokane Daily Chronicle reported on August 21, 1990 that the Jefferson was back to accepting new tenants. "The 36-room downtown hotel, which closed last year as a bug-infested health hazard, reopened las week as the Jefferson Center, providing shelter for drug- and alcohol-free tenants and those in need of transitional housing."

On August 22nd, *The Spokesman-Review* highlighted the importance of the reopening on its editorial page: "**Hotel Gone Bad Gets Chance to go Straight**." (Editorial)

> A year ago, the Jefferson Hotel had hit rock bottom.
>
> Garbage spilled from rooms into hallways. Bugs, used syringes, broken windows, non-working bathrooms, human excrement on walls and floors and a host of fire code violations rendered the transient hotel all but uninhabitable. It was full all right, but only six of the 30 who inhabited it were paying tenants. Many of the rest used the vacant rooms and halls for prostitution and drug dealings"
>
> …

> Fortunately, today the Jefferson at W1129 First, has a new lease on life. It reopened last week as the Jefferson Center, with eight of its 36 rooms ready for rent to recovering drug addicts and alcoholics and for elderly or homeless people in need of transitional housing.
>
> …
>
> West First, if it is to be saved, may have to be rescued one property at a time until the city develops a plan and a strategy for major restoration. The old Jefferson Hotel is a good place to begin efforts anew.

But the Jefferson going straight seemed to be short-lived and the tone of 1100 West 1st did not change and may have gotten darker. The prostitutes and the onslaught of crack cocaine illuminated that darkness as reported by *The Spokesman-Review.*

"**Man's bad day just gets worse**." (July 30,1992) A retired carpenter living in Browne's Addition was walking home from the Hide Out Tavern in the 1100 block of West First and hired a prostitute who approached him on the street. He took her home and shot her when she took some money from his wallet at his apartment.

"**Suspect in farmer's death arrested in Pasco**." (October 29, 1992.) Deceased picked up his killer, a prostitute along West 1100 1st and hired her for sex. The farmer took her to rimrock, got out of his pickup. The prostitute then stole the pickup and ran over him.

"**Crack Cocaine seizes West First Avenue**." (February 22, 1993).

> West First Avenue is a neighborhood under siege, a place where 3-year-old boys ask strangers if they are cops, where drug deals are made every few seconds on some nights.
>
> For years, the downtown Spokane neighborhood earned an unsavory reputation for prostitution and drugs.
>
> For even longer hundreds of poor, elderly and disabled people lived in the area's low-income hotels, resigned to coexisting with crime.
>
> But last summer when crack cocaine invaded Spokane, the rope squeezing the life out of West First drew tighter, police and residents say.
>
> Last month, the amount of crack being sold on West First increased seven-fold, police and residents say. Where hundreds of deals were once made in a week, now there may be more than a thousand,
>
> Together, well-armed crack dealers from Southern California, Tacoma and Portland drove the small Spokane drug dealers from the West First turf.
>
> Prostitutes who haven't been pushed out are now addicted to crack and work for new dealers, many of whom earned their stripes with California gangs such as the Compton Crips.
>
> During the day, regular residents of West First drink beer at the Dead End Tavern, socialize and get free meals at the Mid-City Senior Center, watch television in the lobby of the Otis Hotel and eat at the Coach House restaurant.
>
> By sunset, the old people are in their rooms, their doors bolted.
>
> From the street they hear the noise, the yelling and screaming, the echoes of fights.
>
> On the sidewalks roam buyers and sellers of drugs or sex. …

Within the same article and highlighting a consequence of the crack onslaught: "**Hotel Owner Gives up in Despair**." ("A Losing Battle.") Rick Warriner renovated the Jefferson as a drug-free haven for recovering addicts. But, "I can't save humanity." "The people here were supposed to be seeking treatment, now look at it." He will give the keys to Jerry Wiley, who owns the neighboring Norman Hotel and Dead End Tavern. (continues on pA4)

"**Police seize more than a pound of crack**." (2/23/1993).

> … On Sunday, Spokane police arrested two men at the Jefferson Hotel, at 1129 First, seizing two ounces of crack and several thousand dollars.
>
> The manager of the old hotel thought someone had broken into a couple of vacant rooms. However, when police searched the Jefferson, they found the two men.

"**Police draw battle lines on West First**." (3/5/1993)

> Spokane police have begun a crackdown on drug-infested West First Avenue that includes full-time patrols and the mailing of letters of owners of cars seen near drug dealers or prostitutes.
>
> Police Chief Terry Mangan announced his "battle plan" Thursday during the monthly meeting in the Parsons, a low-income apartment building in the middle of the mayhem …

"**Police drug unit understaffed**." (3/26/1993)

> While the Spokane community is organizing to fight an invasion of crack dealers the Police Departments unit that investigates gangs and drugs is operating with half a staff.
>
> Donna Wiley owns the Jefferson and Norman hotels and Dead End Tavern stated: "We organized, the police came down and said they would do foot patrols and we were going to have a block party and everything. "And here we are, six years later, and are back to square one."
>
> "We can't rely on the Police Department," said Bill Hall, manager of the Coach House. "We have to be the ones to demand that our Police Department provide us with the services we need. We can't give in this time."

"**Tracking crack's deadly trail**." (5/23/1993)

> Violent crime is no stranger to the 1100 block of West 1st Avenue. Patrolman Rick Albin, who works he area, can't say crack cocaine caused someone to hit this woman in the face with a beer bottle, But, he has seen a noticeable increase in violence since crack came to the neighborhood.

"**Needle, condom clinic moves to new home**." (6/14/199)

> Determined to keep the center in the area, owners of the Jefferson Hotel offered to remodel space for the needle exchange." "We feel it's necessary for the area for the boys and girls on the street," said Donna Wiley.

"**Healthy renovations come one step at a time**." (8/10/1993)
Editorial about work Wells are doing with the old Grand Coulee Hotel.

> One building at a time, one block at a time, one sector at a time, Spokane's downtown has got to keep moving toward a healthier more diverse future.
>
> …

Nobody, save perhaps the young street thugs who make life miserable in the vicinity of the Wells' latest project, likes to grind underfoot the poor, the elderly, the lonely, the mentally ill, the struggling alcoholics and the unlucky who live in downtown's old low-rent apartments and hotels. …

In order to reclaim a neighborhood from street thugs, it takes more than police officers. It takes private investors who are willing to take a chance on buying a hellhole, booting out tenants such as trouble-plagued taverns, and turning it into something good.

…

Just a few blocks from the intersection of First and Cedar, where the Wells' and others have been restoring a series of gorgeous old buildings, is the social disaster of area of West 1100 First, a center for crack cocaine dealing and other crime.

"**Geraghty gets close look at West First**." (7/19/1994)

Mayor Jack Geraghty peered out the barred windows of a West First Avenue apartment Monday and listened to a roomful of residents describe life as they see it on the streets of Spokane.

Each day, they witness drug sales and assaults from their Parsons Apartment unit. Walk to the bus stop and expect to be harassed by a dealer of a prostitute, they said. Step outside and hold on to your purse.

…

Norman and Jefferson owner Donna Wiley defended the quality of life at the hotels, saying most of her tenants live. here by choice.

…

"It's a shame that places like this still exist in this day and age," Geraghty said. "You come down here and see for yourself and it really wakes you up again."

The usual assortment of dealers, buyers and street kids who generally bustle down the sidewalks and alleyways disappeared. "They're like cockroaches," said Larry Herman, the area's neighborhood police officer. "They can just disappear into the woodwork."

Neighbors try to retake West First." (9/15/1994)

Doug Clark column:

Spokane's mean street are meaner than ever.

Those who keep an eye on downtown's most crime-infested section, which center around First and Madison, say conditions have sunk to new levels of ugly. …. [describes conditions]

Taking West First back from the bloodsuckers.

Two meetings at a Catholic church were sponsored in part by Project ROAR, an acronym for Restore Our Area Residence. That organization last month received a $50,000 federal grant to help bring back order to this troubled turf.

… [article continues]

"**Some choose life on West First; some trapped in it**" (1/25/1995)

More than 400 people live in Spokane's most dangerous downtown neighborhood, a litter-strewn, two block strip of West First.

> Some stay inside the old brick apartments because their bodies or minds broke down. Some are drunks. Somme simply fell through a tight housing market and landed where rooms go for a little as $140 a month.
> … [article continues]

In spite of the war blighting the West 1100 block of 1st, investors and developers had stabilized the west end of the 1st Avenue downtown corridor. Ron and Julie Wells were making significant investments in renovating and revitalizing Spokane's historic building stock.

The Spokesman-Review reported this progress in the February 17, 1995 edition:
"A fresh start."

> Rejuvenating a dilapidated district on the western edge of downtown took more than money and real estate savvy.
> At the corner of West First and Cedar, it took a precise mix of bagels, bicycles and antiques to turn the intersection into a vibrant hang-out of yuppies, tourists and mall-hating shoppers.
> The Grand Coulee Building, the old Carnegie Library, now home to Integrus Architecture, the Eldridge Building. Ron and Julie Wells reclaimed the Grand Coulee, the Eldridge Building, Buena Vista, and San Marcos, over the past two years.

"**Gang war behind shooting on West First**." (7/30/1996)

> Gang members warring over turf on West First Avenue are to blame for two recent shootings there, Spokane police said Monday.
> The shootings, which occurred 48 hours apart and left six people wounded, involved two gangs fights for control of the intersection's drug traffic.
> …
> The most recent assault came at 3 a.m. Sunday, when a man leaned out of a passing car's window and fired several shots at a crowd of people near The Coach House Restaurant. The weapon was a .45-caliber handgun, police said.
> …
> Two men were arrested. "… both men are members of Hispanic gang that originated in California, where they are from.
> …
> On Friday, a 22-year old man was found just after 3 a.m. on the sidewalk by the Coach House. He had been shot several times. The man was recovering Monday at a hospital.

"**Life on The Block**." (photo spread of West First at night) (8/3/1996) "**Recent shooting indicate gangs are warring over downtown area**." "**Cops fight for control of West First**."

> For years, Spokane police struggled to keep downtown's West First Avenue from turning into a war zone.
> They've periodically stepped up patrols. They've targeted cars shopping for drugs and prostitutes. They've tried to move out gangs and dealers by doing undercover surveillance.
> But two shootings that wounded six people in the last eight days are pushing city officials into a new anti-gang battle on the notorious block. [article continues]

"**City struggles to solve West First problems**." (8/3/1996.)

For nine years, city officials have tried to sweep the drugs and thugs off the 1100 block of West First Avenue.

They've opened police substations and cop shops, increased patrols and even asked local clergy to counsel people who hang out on West First in an effort to clean up the area.

It hasn't worked. [article continues]

"**West First residents get break from crime**." (8/25/1996)

…The prostitutes, homeless and pushers who usually overrun the intersection were gone this morning.

In their place were residents of the Otis Hotel and Alberta Apartments, chatting in the sun or shuffling to the Handy Market for breakfast ingredients or their chance at a million dollars.

The Spokane Police Department's latest crackdown along the 1100 block of West First appears to be getting results say area residents.

…

Those problems exploded in violence the weekend of July 27 when six people were wounded in drive-by shootings.

…

It all seems to be making a dent, residents said.

Finally, a glimmer of hope surfaced. The police had finally cracked down on the criminal element and they were rounded up and taken off the streets. Public works and traffic strategies had reduced the places and opportunities to commit crimes. Local residents felt safer and that it was okay to return to their sidewalks. *The Spokesman-Review* in January 1997, noted the discernable change. "**Along West First, a neighborhood emerges**."

Drug dealers and buyers used to stand around in Spokane's West First neighborhood like trees in a park.

Pimps and prostitutes hustled, and residents were afraid to leave their homes for fear of physical and verbal attacks.

"Men would approach elderly and disabled women as ask them to be prostitutes," said Julia Rahmaam who lives in the Parsons apartment building.

But since police cracked down after a series of gang-related shootings last July, crime has decreased significantly. Resident and shopkeepers aren't looking over their shoulders as much. [article includes a chart detailing crime statistics.]

Even the Jefferson was turning around, returning to a positive place in the West 1st neighborhood. "**Hotel renaissance**" as described in the March 31, 1997 edition of *The Spokesman-Review* the neighborhood was making a comeback.

It was a bug-infested health hazard. For years, Spokane's Jefferson Hotel was the dumpiest of dives; used syringes littered hallways, prostitutes and pimps moved in. A man killed a woman there in 1987.

Downstairs, wooden boards covered the windows of the three-story brick building at West First and Jefferson.

Drug dealers used to stand outside, waiting for customers. Passers-by held their bags and purses tightly.

Today, the Jefferson has undergone a renaissance: the planks are gone and football-sized angels—plaster dumplings with wings—can be seen through the windows.

The corner has become a magnet for Spokane residents in search of art, attracting families, grunge teens, blue-haired eccentrics.

The evolution started two months ago with the relocation of 2MT.

… [article continues.]

2MT, a cooperative art gallery, opened in January of 1997 and was the creation of six local artists all in 20s and 30s headed by Mike Mercer.

"**Visual arts: "Local artist Balazs 'Still Trying' at the 2MT gallery**." (10/9/1997)

"**Cooperative effort is paying off again**." (6/21/1997)

Nearby residents not only gave the Spokane Marketplace a warm reception when it moved into its new home a First and Jefferson, some even pitched in to help spruce up the building.

A year ago that wouldn't have happened. Residents in and around the 1100 block of West First were too terrified of street crime to venture outside their locked doors.

In July 1996, "the block," as the area was known, accounted for 165 times its share of the Spokane Police Department's attention.

Unsavory elements ruled the streets while the law-abiding people who occupy the neighborhood's low-income housing stayed inside.

Then, when two gang-related drive-by shootings in 48 hours wounded six people, the neighborhood's tolerance for crime and disorder finally hit overload.

Police, residents and businesses cooperated on a response.

…[article continues to report what was done]

"**Bump in the road won't end journey**." (8/30/1997.)

The revival of West First Avenue in downtown Spokane suffered a setback when the Children's Museum of Spokane abandoned plans to move there. It didn't suffer a defeat, however.

Landing the museum and the Spokane Marketplace as wholesome, vibrant, family-friendly tenants in the once crime-plagued district was considered a key part of reversing the decay on which drug dealers and prostitutes had feasted for too long. The Marketplace remains. [article continues]

"**West First cleanup earns police honors**." (11/17/1997.)

"The Spokane Police Department's efforts to clean up West First Avenue earned an honorable mention for a national award on Sunday." The department was given an honorable mention for the recognition from the Herman Goldstein Award given annually to departments successfully using community policing in their city. "Your 'West First' project was a thoughtful, thorough example of problem solving at its best." the panel said. The area around the 1100 block of West First was notorious for its crime….

The police beefed up their presence in the area. With the help of businesses and residents in the area, things turned around."

"**Once-mean street freshens up.**" (6/20/1998)

West First Avenue just isn't what it used to be.

The prostitution and drugs once notorious in the area have given way to fresh basil, blooming flowers, and art.

On Friday, neighbors and residents from around Spokane turned out to celebrate the ongoing transformation as the first Spokane Marketplace Summer Festival got under way.

…

The showpiece of that emerging neighborhood is the Marketplace, a warehouse area where craftspeople, farmers and local vendors come to peddle their wares.

"**Rock Concert at Met will benefit gallery**." (9/18/1998)

Three Spokane bands will rock and roll at The Met Tuesday in a concert to benefit a local art gallery. 2MT Gallery, has been in operation for three years focusing primarily on alternative art and young artists. "We've never really made any money," said 28-year-old Michael Mercer, the gallery owner.

All the money raised will go toward paying the gallery's rent. …

In January of 2000 the Washington State Department of Archaeology and Historic Preservation announced that the West Downtown Historic Transportation Corridor National Register District had been designated by the National Park Service. The district spans from Walnut to Post streets and West First to Second avenues. The National Register designation would become an important tool in the renovation and adaptive reuse of tarnished and worn-down historic buildings in the neighborhood. Over a half dozen buildings have taken advantage of investment incentives made available by the designation through the National Park Service to bolster and solidify the neighborhood.

The Spokesman-Review reported in two articles in April and September about the resurrection of the West 1st neighborhood. First in April: "**West First Renovation projects preserve part of city's history**." (4/14/2000)

The articles noted that Rob Brewster, Spokane developer, having just completed the renovation of the Holley Mason building was restoring the Montvale building into a 36-room boutique hotel. The building's two upper two floors had been vacant for years. At the same time a group of investors, the Odd Girls LLC, were working on the former Odd Fellows Hall at 1015-17 West 1st Avenue.

In August of 2000, Gerald Wiley, owner of the Norman-Jefferson and Dead End Tavern, sold the properties) to Joseph P. and Kristi A. Harwood, and Cory S. and Elisabeth Colvin for $900,000. No plans for the future of the Norman-Jefferson were announced at that time.

Across the street from the Norman-Jefferson on the northwest corner of 1st and Jefferson, KHQ was building a $5 million building expected to be fully occupied by March 1, 2001.
In a *Spokesma*n article from July 18, 2000, Jill Smith co-owner of Earthgoods, also a new business in the neighborhood said: "I'm encouraged there is going to be a good group of creative people in the area. The more things that happen in that area, the more we're going to encourage people to feel safe there and walk around."

And in September: "**West First's revival**. Once troubled downtown neighborhood is getting a face lift." (9/6/2000)

> "A group hoping to further upgrade a once-troubled downtown area is close to signing a deal to buy the Madison Apartments building at 1029 W. First Avenue." Local developer Rob Brewster and entrepreneur Jill Smith would completely control of the block of buildings bounded by Monroe, Madison, First Avenue and the railroad viaduct. The renovation of the Madison "is one component of a bigger plan to create a one-block arts and entertainment district filled with small shops, theaters, restaurants, artist's studios and urban dwellings.

The renovation and activation of the east end of the West 1st neighborhood would complement the improvements accomplished in the west end at the Carnegie Square building cluster including the Eldridge Building, Grand Coulee Building (Hotel Upton, and the Carnegie Library).

After 90 years of providing housing to Spokane's working class and retired community, *the Spokesman-Review* reported "**Low income apartments to close**," on November 18, 2002. One tenant noted that rest was $235 per month and was paid out of his $545 Social Security check.

> "…The 41 tenants in the Jefferson Apartments must move by the end of November, their landlord told them Wednesday. He's offering to find new homes for those who quality for government subsidies."
>
> Joe Harwood, who owns both the Saranac and the Jefferson, said he doesn't yet know what will become of the buildings. He couldn't afford to continue offering low-rent apartments, Harwood said.

Harwood and Colvin had purchased the building in 2000 for $900,000 which is four times its selling price in 1993. The price increase was indicative of investments in the neighborhood such as the recently constructed KHQ television station across the street to the north. According to Harwood, these improvements were boosting the real estate values along West 1st.

After the removal of tenants of the Jefferson, little activity took place within or around the building. On March 13, 2006, Harwood and Colvin transferred, by sale, the Jefferson building to EBJ Holdings, LLC (Jeffrey B. Smith) for $720,000. This sale was only for Lot 1, Block 19, Railroad Addition on which the Jefferson resided (the Norman, Lot 2, was not part of this transaction). But on that same date, Harwood and Colvin transferred both Lots 1 and 2 to Old Norman Building, LLC. The transfer did not include the cost of the purchase.

While there was no mention of the either the Jefferson or the Norman in 2007, conversion of neighboring buildings and displacement of low-income residents were the issues that moved to the forefront and eventually jumped into the mayor's race. The area once notorious for prostitution, drug dealing and skid row housing was now dealing with loss of that accessible housing for the elderly and the poor.

On May 3, 2007, *The Spokesman-Review* posted dual captions, with a photo: **"BlueRay Technologies worries that its plans for the Commercial Building downtown may harm the 51 low-income residents who call it home," and "DVD maker may add jobs, but displace poor."**

BlueRay Technologies, a California manufacturer, was proposing to invest $12 million in a plant to manufacture next-generation DVDs at the Commercial Building at 1115 W. 1st. The article noted that the company was deciding on whether to close on the deal while pondering if the manufacturing plant could co-exist with residential use upstairs. The realty was that BlueRay owner, Erick Hansen, did purchase the building and displaced all the residents. By 2009, his BlueStar Technologies company had yet to produce a single disc and the company was plagued by multiple lawsuits. Hansen was indicted on a 16-federal fraud indictment in 2015. Hansen was also subject to a federal lawsuit that stemmed from the ouster of low-income resident from the Commercial Building. He was sentenced to 5 years in prison and died while detained in 2020.

"**Low-income housing splits field**," reported July12, 2007 edition of *The Spokesman-Review* in an article about the Spokane Mayoral race.

> The city of Spokane was caught "flatfooted" by plans to turn downtown hotels used as low-income housing into new residential developments, Mayor Dennis Hession conceded Wednesday. "… plans to remodel properties like the Otis and Madison hotels are "good news, bad news" situation for Spokane.

The third building to face evictions of the low-income tenants was reported in the September 9, 2007 edition of *The Spokesman-Review:* **"Otis evictions stretch services to limit;"**
"The emptying of another downtown building is putting extra stress on Spokane's social service agencies." This summer, several nonprofits provided staff to help dozens of residents for the New Madison and Commercial Building who were forced to vacate their apartments. Now, with eviction notices being sent to an estimated 86 residents of the Otis Hotel, those same agencies are being asked to help again. Approximately, 200 people had been displaced as a result of the closure of those three buildings.

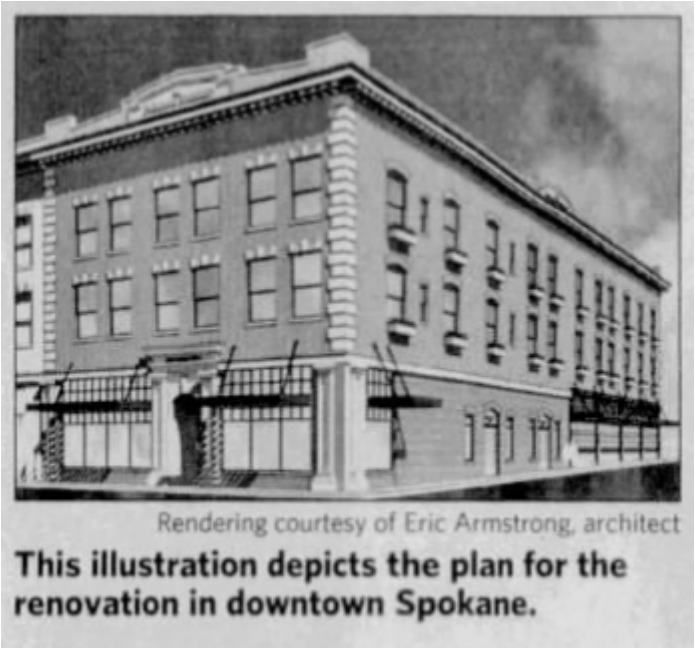


Figure 16: Spokesman-Review January 18, 2008

In 2008 opened with the Jefferson being sold by EBJ Holdings, LLC to Windows on Jefferson LLC for $1,300,000 for Lot 1 only. (Jefferson building - 35192.1201, legal address 115 S. Jefferson.) Soon thereafter, on January 18th, under *The Spokesman's* "**Here's the Dirt**," column a project for the Jefferson was revealed. "**Retail, office condos planned for adjacent historic buildings**."

After sitting vacant, two historic downtown buildings are slated to receive face lifts. Developers intend to transform the three-story, 23,400 square-foot former Jefferson Hotel, 115 S. Jefferson St. into street-level retail condominiums and

> upper-level office suites, said Mark McLees, a sales and leasing agent for NAI Black. Undisclosed developers hope to buy and revamp the Norman Hotel, McLees said.
>
> Developer Jeff Smith, of EBJ Holdings LLC, and Spokane chiropractor Darcy Kelly are renovating the 99-year old Jefferson. They purchased it as Windows on Jefferson LLC from EBJ Holdings on Jan. 4 for $1.3 million, public records show.
>
> Renovations are expected to cost about $500,000, and the owners hope the "Jefferson Centre" will be occupied by April, Smith said. It will be marketed toward boutique retailers.
>
> "We really see that neighborhood as attracting your artistic-type of businesses," he said.
>
> Smith said Jefferson Hotel owners considered making residential condos. But, he said, "with the downturn in the market and some other projects coming online, we thought it would be better if we went the off-condo route." …
>
> The Norman, 1121 W. First Ave., will become a retail and live-work condos, if developers can arrange necessary financing, McLees said.
>
> The owner, Old Norman Building LLC, has a sales agreement for the 21,640 square foot structure, he said. The asking price is $1.1 million.
>
> The two buildings will share an elevator, and the same contractor would handle exterior work on both, McLees said. He expects Norman renovations to cost about $700,000 to $800,000.
>
> …
>
> The buildings are the latest on the block to be renovated. BlueRay Technology last summer turned the Commercial Building, 1119 Riverside Avenue [sic], into a Blu-ray disc manufacturing plant. RenCorp LLC last fall closed the Otis Hotel at First Avenue and South Madison Street.
>
> "That entire strip down through First Avenue is really going to take off," Smith said.

West 1st Avenue would take off, but without Smith. In May 2008 he received a building permit to remodel and convert existing vacated residential/retail spaces to businesses/retail spaces. He gutted the building, updated the electrical service, pulled wire for fire alarm and installed new wiring throughout the building. In June 2009 he installed an elevator and new vinyl windows in the Jefferson portion. He also reroofed the building in April 2010. The project then stalled and Windows on Jefferson LLC turned the Jefferson over to the Bank of Fairfield, in lieu of foreclosure. The building would remain vacant and an unfinished shell through the next two owners.

In the meantime, the New Madison apartment renovation project had received a building permit in February 2008. (**New Madison renovation permitted**, 2/15/2008.) The Madison Hotel Apartments, LLC, a group of Seattle investors proposed to build 67 units of low to upper income rents. The owners had received bank financing and historic tax credits for the renovation. Value of the building permit value was $1.33 million. The work was completed by another contractor and the with building occupancy in 2009.

Two buildings both in the notorious West 1100 block remained vacant, deteriorated, and awaiting suitors. The Otis (Willard Hotel) at the northeast corner of the block and the Norman-Jefferson at the northwest corner of the block.

Windows on Jefferson LLC was foreclosed by the Bank of Fairfield on March 23, 2010 and the building would remain a vacant neighborhood eyesore for another five years before the Bank of Fairfield sold the Jefferson on lot 1 to Yellow Door Properties, LLC, for $675,000 on June 15, 2015. Yellow Door also purchased from the Old Norman Building, LLC, the co-joined Norman Hotel on Lot 2, for $420,000 on June 18, 2015.

The Spokesman-Review announced on November 22, 2015: "**Developer creating uptown loft condos in two downtown Spokane buildings**." [Doug Clark byline includes photos of interior, one with Sanchez.]

> It wasn't so long ago that First and Jefferson was a major Spokane destination—if you wanted to buy crack. Today this once seamy downtown location has become a reassuring sign that our economy is on an upswing.
>
> Ask Daniel Sanchez, who has doubled down on the biggest gamble of his 35-year-old life.
>
> Sanchez is busy turning two three-story 1908 [sic] buildings, the Jefferson and its next-door neighbor, the Norman Hotel into cool urban living spaces and boutique retail shops that will enhance the revitalization of West First Avenue. West End Lofts, he's calling the project. Target date for completion: June 2016.
>
> … [continued on pb7.]

In spite of the big dreams, the Norman-Jefferson would languish a few more years before the next suitor came forward. Sanchez was able to lease one of the spaces in the Jefferson to the Spokane Boxing Club, run by Rick Welliver in 2016.

On June 28, 2016, Sanchez received building permits for a commercial change of use for the West End Lofts shell: "Shell remodel of 2 existing mixed-use buildings into single mixed-use building with basement storage, indoor parking/business on main level, 2 floors of residential (with 9 residential units). All work is shell and core preparation for future tenant/s tenant improvements.

Other than leasing the Boxing Club in the southwest corner, little was accomplished by Sanchez's Yellow Door Properties. The condos for sale as the "West End Lofts" remained a shell as they were when Sanchez bought the building.

While the Jefferson sat forlornly at the corner of Jefferson and 1st, the Otis on the other corner at Madison and 1st was being rescued from the wrecking ball. Portland developer, Curtis Rystadt had transformed the Otis from "...a bastion of urban decay into a luxury hotel." "**Historic Renewal**," graced the cover of the August 7, 2020 business section of *The Spokesman-Review*. Opened as the Willard Hotel, and operating under several names before becoming the Otis, the venerable hotel was now hosting visitors under the Indigo Hotel banner.

The Noman Jefferson continued to languish. After a couple of additional ownership transfers, and another failed attempt at bringing the building back to life, the current ownership acquired the property on January 6, 2024 in a $1.1M purchase.

BUILDERS AND ARCHITECTS

Harry Oechsli, Builder of Windsor (born in 1869, Windsor, Missouri – 1933, Spokane)

"Death Claims Harry Oechsli"

"Harry E. Oechsli, 54, Opportunity, president of the National Finance and Investment company, died suddenly Sunday morning at the Davenport hotel following a stroke. He had been feeling ill for several days and did not go to his home over the weekend. He was formerly a well-known automobile dealer.

Mr. Oechsli had resided in Spokane and vicinity for 25 years. He first entered the automobile business in 1916 in Montana and in 1923 organized the National Motor company here. Three years later he headed the Hud-Sex Motor company. He owned the Jefferson hotel and other properties. His home in Opportunity is one of the show places in the valley.

He is survived by two brothers, George of Butte and Frank of Windsor Mo. Mrs. Oechli died in December 1929. Mr. Oechsli was a member of the Elks. The body is at the Smith funeral home.

Mrs. Rachel Newman, Builder of the Windsor Annex (1854 -1938)

BUTTE, Mont. May 8 - Mrs. Rachel Neman, 84, a pioneer of the west since 1871, when she arrived in San Francisco with her husband from Pittsburgh, Pa., died here today.

She was the mother of Jesse D. and Cliff Newman, former manager of M.A. Gunat & Co., now General Cigar Company of Spokane, and of the late Cliff Newman, who was associated in the same business. He husband, Isaac Newman, made a fortune in the early days in Siberia, where he traded merchandise for Russian furs which he brought back to San Francisco, introducing the first fine furs to that city. Funeral services will be held Tuesday. The body will be taken to Great Falls for cremation.

ARCHITECTS

Arthur W. Cowley (1878-1949) Architect in partnership in both the Jeffers and the Norman: Arthur W. Cowley, born in Spokane, practiced architecture in Spokane from about 1906 through his death in 1949. Cowley was recognized in the West Downtown Historic Transportation Corridor National Register Nomination (1999) as designer of four major apartment buildings in the same block: the Otis Hotel (Willard/Otis, 1911, SRHP); the Alberta Hotel (1910, Hotel Boja), Jefferson Hotel (Windsor, 1908) and Norman Hotel (Windsor Annex, 1910). He also designed the Child, Brothers and Day Auto Supply (at 1217 W 1st, 1910, altered and non-contributing). Wells Chevrolet Service Building and Showroom (115 South Adams Street and 1229 West 1st Avenue (1926, SRHP), as well as the Doran Building (1920 SRHP). Within a block radius of the Norman-Jefferson, Cowley designed eight buildings. Including the Jamieson Co Salesroom (1916, 1229 Sprague-demolished).

Cowley's early work was noted in *The Spokesman-Review* in its 25th Anniversary edition marking Spokane's economic progress on June 17, 1909, featuring Spokane's economy and prominent citizens, included a sketch of "New Apartment House of N.W. Durham" with "Arthur W. Cowley Architect."

A little over a year ago this gentleman opened offices at 631-632 Peyton bldg. for the purpose of carrying on a general architectural business. Mr. Cowley was formerly an engineer of the Great Northern Railroad and for a time was chief draftsman for that system. Since entering the architectural field Mr. Cowley has met with flattering success. During the year he was been actively engaged here he [sic] erected the Wellington apartments Sixth and Stevens street; the Buckman

> apartments, First avenue and Elm street; the Windsor store and hotel building, First avenue and Jefferson street, and several of the better class apartments in Spokane. He is now putting up the new N.W. Durham apartments at Third avenue and Lincoln street, a cut of which appears on this page. Mr. Cowley has also designed and prepared the plans for several handsome residences. Mr. Cowley is an enterprising young man, full of ambition and thoroughly conversant with this business.

N.W Durham, in his history of Spokane (1912), wrote the following about Cowley, still early in his career in Spokane:

> Spokane has grown rapidly and Mr. Cowley has had his share of the business in his line, his intelligently directed effort bringing him substantial reward while his work has been an element in the city's improvement. He has introduced many innovations in building lines and the structures which he has erected are the principal ornaments of their respective neighborhoods, pleasing to the eye and constructed with conscientious regard for real utility, and the comfort and health of their occupants. Because of his operations unsightly vacancies have become occupied by attractive edifices and real estate in all parts of the city have rapidly advanced in value.

Cowley is noted for his apartment and industrial buildings, several of which remain in use in Spokane. The Goodyear Tire and Rubber Building is one of five known industrial/commercial buildings that are extant in Spokane and retains the best integrity of those buildings. Besides the Child, Brothers and Day Auto Supply (1911, 1217 West 1st Avenue), which is totally altered, are the Consolidated Motor Freight Warehouse (1935, 126 S. Sheridan/Pacific), and Inland Auto Freight Warehouse (1929, 159 S. McClellan).

An article in *The Spokesman-Review*, at his death in 1949 included below, recaps Cowley's life in Spokane and his important contributions to the city's architectural legacy.

Arthur Cowley Taken By Death

> Arthur W. Cowley, one of Spokane's first native citizens whose life and that of his family have been interwoven in the history and development of this city since its establishment died yesterday in a hospital following a short illness.
>
> The city's growth is full of evidence of Mr. Cowley's life, as he was a prominent architect here for nearly 43 years. He drew plans for some of Spokane's most substantial business and industrial buildings and fine homes which are monuments to his skill and ability. He remained active in his profession until shortly before he died.
>
> Mr. Cowley was born October 9, 1878 in Spokane. He was the son of Henry Thomas Cowley, an early-day missionary who was one of the first settlers in this region. The only other white families here at the time the elder Mr. Cowley arrived were those of A.M. Cannon, J.J. Browne, and James N. Glover. Arthur Cowley was one of the first white children born in Spokane.

His father answered the invitation of the Spokane Indians to settle among them and the younger Mr. Cowley grew up under frontier conditions. He began his life in the home which his father and friendly Spokane Indians built in the center of the Spokane's camp, a beautiful wooded site now the location of Cowley Park on Sixth between Browne and Division.

When the Cowleys arrived at Spokane Falls the little town had only one store. The Spokanes welcomed them, bringing them dried salmon, lean venison and a pail of milk.

After they had settled, the elder Mr. Cowley was able to build his first church at the site which is now Bernard and Sprague.

Archibald Grant Rigg (1878 -1959 Architect for the Norman Hotel with Cowley)
Michael Houser, State Architectural Historian, and Durham in his history of Spokane.

Archibald Grant Rigg was born in Stratford, Ontario, Canada on April 5,1878 and received his formal education from Trinity College in Toronto, and Columbia University in New York. Upon graduation Rigg took a job in Danville, Illinois and formed the partnership of Lewis & Rigg, through which "several notable buildings" were designed.

Because of health concerns, Rigg moved west, landing in Spokane where some reports indicate he became the head draftsman for the architectural firm of Cutter & Malmgren (1904-1905). His time in the west however was short-lived and around 1906, he was called back to east to Indianapolis to take care of his ill father.

While in Indianapolis he worked for architects Herbert Foltz and Wilson Parker. At the time, the firm was busy conducting a large amount for the State of Indiana, which gave Rigg additional experience and insight on how to handle large government projects. Projects by Foltz & Parker during his time in Indianapolis included several structures at the Indiana State Insane Asylum; the First Christian Church of Indianapolis; the J. A Sutherland House (1907); the Harry W. Long House (1907); the Senator Beveridge House; and the Indianapolis County Club (1910).

In 1910, he returned to Spokane and formed a partnership with Arthur W. Cowley. They made a specialty of designing apartment houses. Projects include the Wellington Apartments; the Altadena Apartments (c.1912); the Garry Apartments; the Buckman Apartments; and the Close-In Apartments. Other projects included the Gandy/Willard Hotel (1911) [Otis Hotel, and down 1st Avenue, the Norman and the Jefferson] the Spokane Taxicab Garage (c.1912); and a variety of homes for several of Spokane's most prominent citizens.

By 1914 Cowley and Rigg had parted ways and Rigg formed a private independent practice (1914-1919). His projects during this time period included the Spokane County Tuberculosis Sanitarium (1914); a School in Davenport (1915); St. Luke's Hospial and attached wings (1917-1919), the Downriver Club House (1916); the Symons Building (1917); a remodel of the Tidball

Block (1917); the Robert Grinnell House; the Dr. Cunningham House; and the Dr. Charles & Edith Rigg House (1914). [Rigg also designed the Shoshone County infirmary and Isolation Hosptal in Silverton, ID and the Spokane County Infirmary and Isolation Hospital in Spangle.]

In 1919 he entered into a new partnership with Roland M. Vantyne. The new partnership may have been formed to take on the work of designing over 50 buildings at Greene Park Amusement Park in Tacoma for the U.S. Army. For the Greene Park development, Rigg & Vantyne opened an office in Tacoma to coordinate the firm's designs with local contractors, Pratt & Watson. Their most notable design at the Park was the Red Shield Inn (1919); a Swiss Chalet inspired structure which now serves at a military museum for Joint Base Lewis-McChord.

It was during this time that Rigg received his architect's license - #220, on March 17, 1920. He was part of a large group of individuals whom were grandfathered in when the State began requiring architectural licenses in 1919.

Other projects back in the Spokane area included the Salvation Army Headquarters Building (1921); Hutton Elementary School (1921); the Masonic Temple and subsequent enlargements; the Idaho State Tuberculosis Sanitarium (1922) in Payette, ID; the US Post Office (1933, with G. Albin Pherson); the Science Hall/Abelson Hall (1935) at WSU; KFPY Radio Station Building (1936); and Shriner's Hospital for Crippled Children (1938).

When Roland Vantyne passed away suddenly in 1938, Rigg continued the firm. Projects during this phase of his career included the Engineering Laboratory Building (1942) at WSU Pullman; the Edgecliff Tuberculosis Sanatorium; the Riverside Mausoleum (1954); Cheney & Harriet Cowles Library at Whitworth College, Additions to Emerson and Columbia Schools (1951); and City Light Building (1952) in Grand Coulee.

Eventually Roland Vantyne's son, Carl, was named partner in 1957 after previously serving as an associate (1950-1957). The name of the firm was then changed back to Rigg & Vantyne. Projects during this later period include the Greenwood Garden Crypts Mausoleum (1957); the Roundup Grocery Warehouse in Walla Walla (1958); and addition and alterations to St. Luke's Hospital (1959); and an addition to a Jr. High School in Libby, MT (1960).

Over the course of his 50+ year practice, Rigg designed hundreds of buildings in a wide range of architectural styles spanning from the Revival period of the teens and twenties and into the post WWII era. Rigg and his wife, Mayme Ethel Beck, were socially active and prominent members of Spokane's society. Together they had one daughter, Marian Beck. Rigg was a Mason in Oriental Lodge Number 74, and was a member of several social and professional organizations, including the Scottish Rite, El Katif Shrine, the Spokane Chamber of Commerce, the Spokane Amateur Athletic Club, the Inland Club, the Rotary Club, the Spokane Society of Architects, and the Spokane Chapter of the AIA where he served as chapter Vice President in 1931.

Rigg passed away in Spokane at the age of 80 on February 18, 1959.

George H. Keith (1878 – 1953) Architect for the Jefferson Hotel with Cowley and Whitehouse.

(Houser, DAHP, 12/12/2025)
Spokane architect George Herbert Keith was born in Minneapolis, Minnesota on November 18, 1878. His dad, George Hackett Keith, was a prominent doctor and was a member of the State's first legislature. In 1882 George Sr. passed away leaving his wife to take care of George (then age 3), his two older brothers and a sister. The family remained in Minneapolis where George and his siblings attend local schools.

George's formal architectural training, if any, is unknown and census records indicate that he only completed school through the 8th grade. However, Polk Directories indicate that by 1898, at the age of 20, he was serving as a draftsman in his older brother's Walter's architectural firm in Minneapolis. While working there, on June 20, 1900, George married Katherine O. Adams.

By the turn-of-the-century, business for the Keith's architectural practice was going well and they were looking for ways to expand. In 1902, George and his brothers Walter J. and Max L., formed a land development company, known as Keith & Co.

That same year they also formed a book publishing company. They started *Keith's Magazine*, a nationwide "authoritative magazine for home builders." Each 80-page issue featured articles on building techniques, interior design and architecture. It also included plans for homes which could be ordered directly from the company. Marketed across the United States in a variety of catalogues, books and magazines such as *Ladies Home Journal*, the magazine helped popularize the bungalow style and was published from 1901 to at least 1928.

Increasingly the young George took on the role as designer at the firm. Known projects directly attributed to him include the Linden Hills Congregational Church (1903) outside of Minneapolis; the Farmer's Creamery (1906) in Northfield; a home for G.W. Rathburn (1906) W.R. McLeod House (1906), and Clarence Brown (1906) all in Minneapolis; and the D.M. Walker House (1906) in St. Charles, Iowa.

In 1905 the Keiths formed a partnership with noted architect New York architect Leon Narcisse Gillette. Reportedly he was to provide them with most of their architectural designs. By November of 1906, Keith moved to Spokane. He soon took a job with John K. Dow, one of the most prominent architects in the city at the time.

After Dow promoted one of his long-time associates Clarence Z. Hubbell to partner, Keith left the firm and in 1908 he formed a partnership with fellow Dow employee Harold Whitehouse. Together they had a thriving practice. Notable designs include the Jefferson Hotel (1904); a house at 611 E Indiana (1908); the Ridgeway Theater (1908) in Colfax; the Daniel Morgan House (242 E Manito Pl, 1909); the Clark-Weiss House (1909); Mrs. M.J. Wiard House (2414 w 2nd Ave, 1909); a house at 1211 s Wall St. (1910); the Northwest Cold

Storage & Warehouse Co. (1910); the Parsons Hotel (1909); the Boyd and Alta Hamilton House in Coeur d'Alene; and the Stratford School (1912) in Stratford. Note that several of Keith & Whitehouse designs in Spokane were featured by his brother in Keith's Magazine.

Whitehouse left the firm in 1911 to study architecture at Cornell and Keith continued an independent practice. Projects during this phase of his career include several notable commissions including the Levi & May Arkwright Hutton House (2206 e 17th Ave, 1914); the Okanogan County Courthouse (1915); and the Grant County Courthouse (1917).

In 1918 he was called to serve the Y.M.C.A. in France during WWI and returned to Spokane in 1920, reopening his practice in the Hutton Building. While overseas, when the state began licensing architects, Keith was awarded license No. 20, on October 18, 1919. Projects during this later phase of his career projects included the Manito Masonic Temple (1923); and the Royal Riblet House (1925).

Keith continued on his own until 1929, but times were hard for him during the late 1920s, both personally and professionally. Economic fortunes forced him to take a job with his former partner Harold Whitehouse. Around 1935, George and his wife Clara moved back to New Jersey, most likely to be closer to Clara's relatives. It is unclear if he practiced architecture there. The 1940 census records indicate that his occupation was a superintendent at an undisclosed industry. Keith passed away on July 16, 1953 at the age of 74 in Essex, New Jersey.

Harold Whitehouse (1884-1974) Architect for the Jefferson Hotel with Cowley and Keith.

Harold Whitehouse was born in 1884 in Somerville, Massachusetts. He attended Cornell University where he took a study tour of Europe under H. E. Phelps. He began practice as a draftsman in 1902 for Fox, Jenney and Osle. In 1908, he became a partner in Keith and Whitehouse and is registered in Idaho, Montana, Oregon, and Washington. Mr. Whitehouse was president of the Spokane, Washington chapter of the American Institute of Architects (A.I.A.) In 1913 he partnered with Ernest Price. Some notable buildings designed by Mr. Whitehouse include the Music Building and the Fine Arts Building at the University of Washington; the Administrative Building at the University of Idaho; Anacortes Hospital in Anacortes, WA; Women's Dormitory at Gonzaga University; Lincoln Office Building in Spokane, WA; and United General Hospital in Sedro Wooley, WA. He also designed Episcopal churches in small towns throughout the Pacific Northwest.

One of the most successful and prolific architects in Spokane, Harold Whitehouse designed more than a thousand houses, buildings, and structures in the area. He was educated at the Boston Art Club and Cornell University, and studied Gothic architecture in Europe. After George Keith, Whitehouse partnered with Ernest Price from 1914 to Price's retirement in 1964. Harold Whitehouse's extensive travel and study allowed him to design some of his most celebrated achievements in Spokane, including the Hutton Settlement

(orphanage built 1919), the City Ramp Garage (built 1928), and St. John's Episcopal Cathedral (built 1925-1954). Designs attributed to Whitehouse alone and to Whitehouse & Price were extensive and include hundreds of single-family homes, multifamily apartments, college and university sorority and fraternity houses, commercial buildings, industrial warehouses, schools, and churches (for which Whitehouse was particularly fond) throughout Washington, Idaho, Montana, and Oregon. Sally B. Woodbridge wrote a book called, Building Through Time: The Life of Harold C. Whitehouse, 1884-1974, and gave a list of jobs completed by Whitehouse alone and by Whitehouse & Price. After entering more than 2,400 commissions, Woodbridge exclaimed "this list testifies to the breadth of practice of this long-lived firm."

Pettifer Construction Company

Pettifer Construction company, was a building contractor in Spokane active in the beginning of the 20th century. A summary of Pettifer's work was provided in an article in the May 24, 1910 edition of the *Spokane Chronicle:* "**Start Active Construction on a Big Business Building**." The Pettifer Construction company of Spokane, which as the contract for the erection of a number of local buildings, is now laying brick on the new home of the Ideal laundry at the northwest corner of Boone avenue and Ruby street. … The company has just completed excavation for the Newman block to be erected at the SE corner of 1st avenue and Jefferson Street. This is to be a five-story and basement hotel structure that will cost $35,000. In addition, they are erecting the $25,000 K. of P. building, the Ritzville high school, a $3,500 building in Thompson, MT. They are also constructing the Lever Building at 3rd and Howard—a $125,000 building with 169 rooms with Robert Sweatt as architect. The officers of the company are J. A. Pettifer, president, and C.W. Pettifer, secretary and manager. Other buildings constructed by Pettifer include a new school at Lind in 1908, and also in 1908 "Three Buildings to Cost $52,000" including a 3-story brick on Main and Bernard, a 3-story brick apartment house at the northwest corner of Pacific and Spruce, a 3-story apartment house at 4th between Bernard and McClellan, and a guardhouse at Fort Wright. The $35,000 Othello school was constructed in 1909.

BIBLIOGRAPHY

Durham, Nelson W. History of the City of Spokane and Spokane County, Washington.

Holstine, Craig, Historian. Single Room Occupancy Hotels in the Central Business District of Spokane 1900-1910. April 1993.

Holstine, Craig. The Commercial Block. National Register of Historic Places Nomination Form. 1993.

Hylsop,Robert B. Spokane's Building Blocks. 1983.

Kolva, Jim. The Willard (Otis) Hotel. Spokane Register of Historic Places Nomination Form. 2018.

Polk, R.L. Directory, City of Spokane. Various years 1900-2010.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, Ned M. Barnes Northwest Room. 1948.

Sanborn Map Company. 1888, 1889, 1891, 1902, 1910, 1928, and 1950.

Sheridan, John B. A Survey of Spokane's Low Cost Residential Hotels and Apartments. July 1972.

Spokane County Assessor's Office. Field Files for 1121 W. 1st Avenue and 115 South Jefferson Street.

Spokane County Assessor's Office, Property Search. 2018.

Spokane City. Building Permit Records on Line. https://my.spokanecity.org/permits/archive/. Reviewed 7/10/2022.

The Spokane Daily Chronicle (various articles)
--. "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (full page of photos).

--. "Would Extend Windsor Hotel to Newman Building on First Avenue. 1/19/1910. p21:1-2.

--. "IF YOU WANT A GOOD MODERN room go to the Hotel Windsor…." (ad) 10/20/1090. P22:2.

--. "Two Buildings Replace Shacks On First Avenue" (illustrated with photo). 10/30/1910. Part 4, p2:1-3.

--. "Death Claims Harry Oechsli." 9/25/1933. p13:1.

"Halterman Gets Jefferson Hotel." 7/4/1946. p3:2.

--. “Hinos Buys Lease on Norman Hotel.” 4/23/1948. p3:6.

--. “Operators Change at Jefferson Hotel.” 3/29/1949. p5:1.

--. “The other Spokane’s Christmas.” “A priest found the real Christmas with the ‘nobodies’ in a hotel.” 12/25/1982. p5:1.

--. “It’s survival of the fittest down here.” 6/14/1987. p1:1-4.

--. “Jefferson Hotel refurbished as Crosswalk moves.” 8/21/1990.

--. Howell, Parker. “Low-income tenants face evictions, uncertain futures.” 6/3/2007. http://www.spokesman.com.

The Spokesman-Review. Various articles 1899 to 2000.
--. “Building Boom is On." *The Spokesman-Review*. June 2, 1901.

--. “Real Estate Transfers. Rachael Newman.” 12/17/1904. p8:2.

--. "H. Oechsli Buys Building." 10/19/1905. p8:1.

--. "Permits to Build." 6/12/1907. p9:2.

--. “Meat Company to Expand.” 6/12/1907. P9:1-2.

--. “$30,000 Building on First Avenue.” 7/3/1908. p10:1.

--. Mrs. R. Newman To Build on First.” 12/29/1908. p9:7.

--. “Business Buildings and Residences Now Under Construction Will Cost Approximately $7,000,000. 8/23/1908. Pp28 -29.

--. “Spokane Meat & Poultry Co. (ad). 5/4/1909. p5:7.

--. “Building, $35,000 On First Avenue. 1/8/1910. p8:1.

--. Two Buildings Replace Shacks on First Avenue. 10/30/1910. p2.

--. “Hotel Windsor”. (ad). 3/6/1913. p2:7.

--. “Junge Takes Over Wayne Hotel.” 10/7/1914. p7:6.

--. “New Building for auto firms. 9/24/1916. p6:6.

--. “Oechsli To Sell Ford Cars. 11/21/1922. p7:6.

--. “Oechsi Appleway Home Is Colonial Gem." 12/13/1925. p83.

--. “Woman Pioneer Dies in Butte. 5/9/1938. p5.

--. “Kessingers Purchase Norman Hotel on First.” 10/16/1948. p7:4.

--. “Two City Hotels Will be Merged.” 4/14/1951. pP25:1.

--. “Opus 1, New Spokane Spot, Offers Live Classical Music.” 5/20.1962. p52.
--. “Exhibit Show by Fleckenstein.” 8/18/1963. P47:1-2 (Opus I Gallery at W1121 First).

--. “Man Is Booked in Gun Incident.” 8/5/1967. P6:4.

--. “Seattle Motorcyclists Face Assorted Charges.” 11/19/1968. P10:3

--. Ad for bartender at Boot Hill Tavern, W1121 First 8/18/1969.

--. “Penalty Levied.” 3/11/1971. p8: 3.

--. “Man Is Knifed; 2 Are Arrested” 10/23/1972. p3:2

--. “Stabbing Case Arrest is Made.” 10/23/1972. p22:7.

--. “Suspect is Nabbed in Tavern Holdup.” 12/12/1973. p13:1-2

--. “Tavern for sale.”….Boot Hill at W1121 First. 3/18/1974 p22:4.

--. “Woman Held in Larceny Case.” 4/25/1974. p14: 5.

--. “Business Burglaries Under Investigation. 4/1/1976. p24:1-2.

--. “City buys Parsons Hotel for public housing.” 10/2/1979. p2:1-6.

--. “Skid Road is vanishing – but the bums aren’t.” 6/29/1980. p11:1-7.

--. “Bartender Shot.” 4/20/1981. p8:5.

--. “Charge against tavern dropped.” 9/9/1983. p20:1-4.

--. “Tavern gets notice to suspend license.” 9/15/1983. p24:1.

--. “Judge backs tavern on serving transient.” 12/10/1983. p3:5.

--. “Crosswalk a haven for street kids.” 12/26/1985. p7:2-5.

--. "West First blend of young and old: It's on the rocks." 6/14/1987. p8:1-2.

--. “Conflict on West 1100 First.” 6/14/1987. p20:2-4.

--. “It’s survival of the fittest down here.” 6/14/1987. p1:1-4.

--. "Spokane police open substation on West First." 9/24/1987. pA6:4.

--. "Police set up outpost in high-crime area." 9/24/1987. p1.

--. "Bartender serves hope at the Dead End." 12/27/1988. p8:2-4.

--. "Murder suspect pleads guilty to manslaughter." 5/9/1989. p12.

--. "Nourishing the hungry souls." 2/22/1990. p50.

--. "Downtown poor run out of room." 2/25/1990. p82 (full page).

--. "Housing." (from pB1) 3/8/1990. p61.

--. "Low-income housing in hotel plans." 3/22/1990. p1:5.

--. "Transient arrested after woman stabbed at Dead End Tavern." 4/5/1990. p14.

--. "Taverns Launching Cleanup." 4/10/1990. p1:1-3.

--. "Coping with the wild crowd." 4/10/1990. p3:2-5.

--. "Walking a beat keeps the block 'cool,' not clean. 7/18/1990. p1:1-5.

--. "Hotel Gone Bad Gets Chance to go Straight." (Editorial) 8/22/1990. p6:1-2.

--. "Low-income housing in hotel plans." 3/22/1990. p34:5.

--. "Aging Hotel Reopens with a New Look." 8/21.1990. pB1.

--. "Hotel Gone Bad Gets Chance to go Straight." (Editorial) 8/22/1990. p.6:1-2.

--. "Man's bad day just gets worse." 7/30/1992. p39:1.

--. "Suspect in farmer's death arrested in Pasco." 10/29/1992. p19:1-7.

--. "Crack Cocaine seizes West First Avenue." 2/22/1993. p1:1-4.

--. "A Losing Battle." "Hotel Owner Gives up in Despair." 2/22/1993. p1:1-4.

--. "Police seize more than a pound of crack." 2/23/1993. pB1.

--. "Police draw battle lines on West First." 3/5/1993. p1:1.

--. "Police drug unit understaffed." 3/26/1993. pB1:2-6.

--. "Tracking crack's deadly trail," "The Cycle (from S3). 5/23/1993. p121:full page.

--. "Needle, condom clinic moves to new home." 6/14/1993. p8:1-5.

--. "Geraghty gets close look at West First." 7/19/1994. p17:1-4.

--. “Neighbors try to retake West First.” 9/15/1994. pB1:1.

--. “Some choose life on West First; some trapped in it.” 1/25/1995. p1:2-4.

--. “A fresh start.” 2/17/1995. pA16:3-5.

--. "Gang war behind shooting on West First." 7/30/1996. pB1.

--. “Cops fight for control of West First.” 8/3/1996. p1:1-5.

--. “City struggles to solve West First problems.” 8/3/1996. p7:2.

--. “Life on The Block.” (photo spread of West First at night). “Cops fight for control of West First.” 8/3/1996. p1:1-4.

--. “West First residents get break from crime.” 8/25/1996. pB1:mast.

--. "Along West First, a neighborhood emerges." 1/23/1997. p1.

--. “Hotel renaissance.” 3/31/1997. p6:1-7.

--. “Cooperative effort is paying off again.” 6/21/1997. pB6:1.

--. “Bump in the road won’t end journey.” 8/30/1997. pB6.

--. “Visual arts: “Local artist Balazs ‘Still Trying’ at the 2mT gallery.” 10/91997. p32.

--. “West First cleanup earns police honors." 11/17/1997. pA9.

--. "Once-mean street freshens up." 6/20/1998. pB3.

--. “Rock Concert at Met will benefit gallery. 9/18/1998. p24.

--. “KHQ reaches new heights.” 7/18/2000. pA6:2-4.

--. “West First’s revival.” 9/6/2000. PA6:2-4.

--. “Low income apartments to close.” 11/8/2002. p A1:1-3.

--. “DVD maker may add jobs, but displace Poor.” 5/3/2007. p1:2-5.

--. “Low-income housing splits field.” 7/12/2007. pB3:2-5.

--. “Otis evictions stretch services to limit.” 9/6/2007. P6:2-5.
s
--. “Retail, office condos planned for adjacent historic buildings.” 1/18/2008. p8:1-4.

--. “BlueRay faces securities fraud suit.” 6/25/2008. pB1:mast.

--. “Low-Income housing may return.” 3/26/2009. pA5:mast.

--. Developer creating uptown loft condos in two downtown Spokane buildings.” 11/22/2015. pb1.

The Spokane Press. “Mrs. Rachel Newman and her son, Jesse Newman, will erect a three-story, $35,000 brick and terra cotta building on the south side of First avenue, between Madison and Jefferson streets. 1/8/1910. p3:5.

--. "Four Cogs in the HUD-SEX Machine." 3/23/1927. p5:2-6.

--. "Expansion System Is Secret of Hupp Power. 8/31/1927. p7:1-2.

Washington State University. West Downtown Historic Transportation Corridor 5/4/1999. Washington State University History Department, Graduate Seminar. Rutherford, Janice W. Professor.

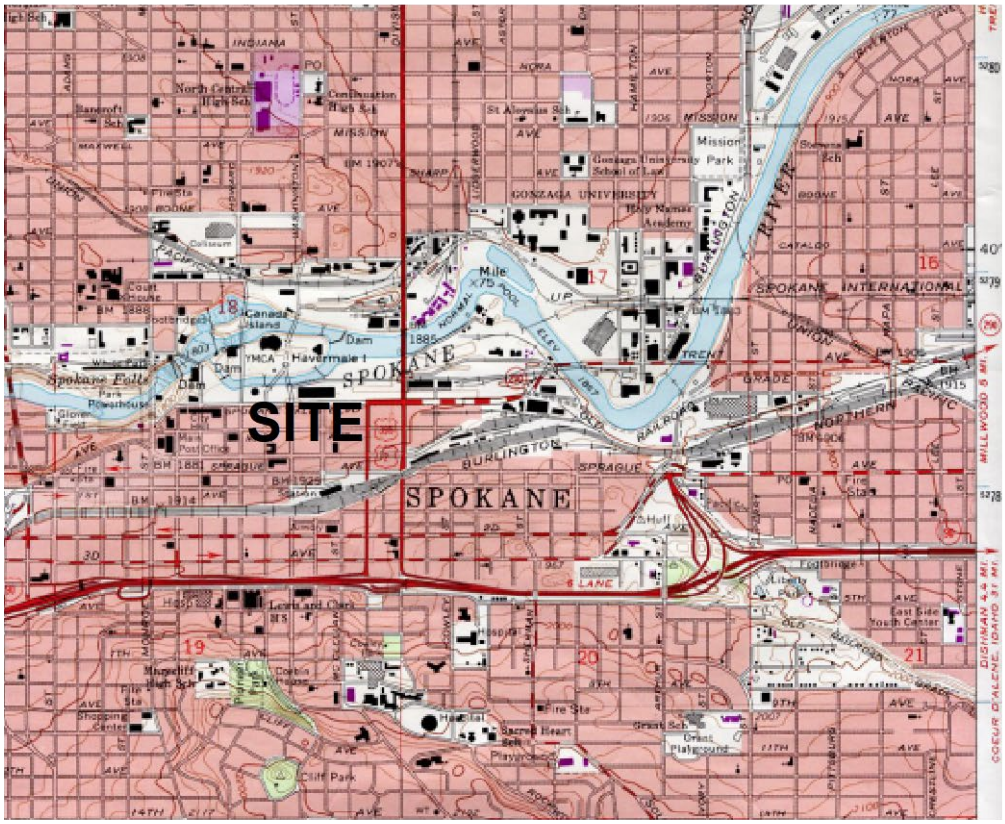
Wikipedia. History of Spokane, Washington. Reviewed 2/1/2018.

Woo, Eugenia. Vermilion. East Downtown Historic District. National Register of Historic Places Nomination. 23 April 2003.

Woodbridge Sally Byrne, Building Through Time: The Life of Harold C Whitehouse, 1884-1974, American Lives Endowment, 1980, architects

“Wright & Saunders.” Boulder, Colorado High School Yearbook – 1908.

Maps, Drawings, and Photographs



USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

NORMAN & JEFFERSON HOTELS
1121-1129 WEST 1ST AVENUE

N
1' = 2000'

NORMAN-JEFFERSON SITE LOCATION & PHOTO KEY

PHOTOS

1. Norman-Jefferson - Context along First Avenue, looking east

2. Norman-Jefferson - Northwest corner, looking southeast

3. Norman-Jefferson - Front facade, looking south

3

4. Norman-Jefferson - Northeast corner, looking southwest

5. Norman-Jefferson - Context along First Avenue, looking southwest

6. Jefferson - Southwest corner and west facade, looking northeast

7. Jefferson-Norman - Rear (south) facade, looking northeast

8. Norman - East facade, looking west

9. Jefferson-Norman - Rear (south) facade at building juncture, looking north

10. Norman-Jefferson - Detail at juncture of buildings

11. Jefferson - west facade, south section, looking east

12. Jefferson - west facade, north section, looking east

13. Jefferson - West facade, main entrance, looking east

14. Jefferson southwest corner - Spokane Boxing

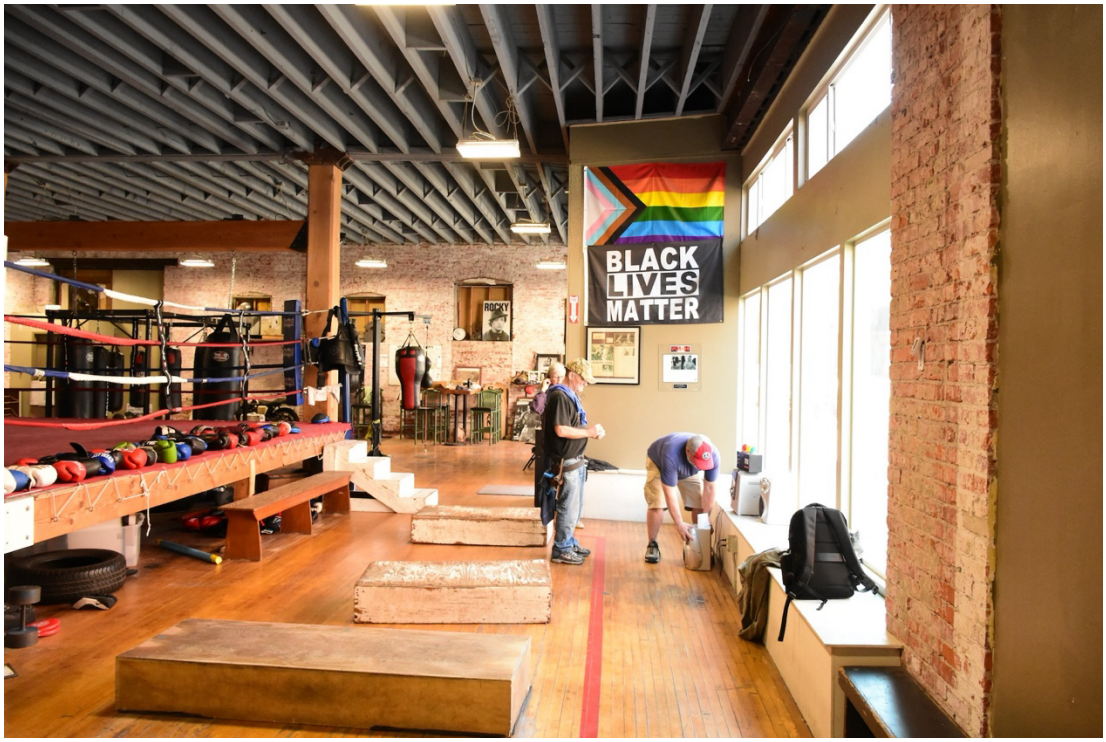
15. The Jefferson main entrance on 1st Avenue, looking south

16. The Norman main entrance on 1st Avenue, looking south

17. Norman - southeast corner, looking northwest along rear facade of Norman and Jefferson

18. Jefferson - southwest corner looking northeast along rear facade of Jefferson and Norman

1. Jefferson - Spokane Boxing first floor, looking north



2. Jefferson - Spokane Boxing first floor, looking south along west wall

3. Jefferson First Floor - north section, looking south along east wall

4. Jefferson - First floor, looking north along east wall

5. Jefferson First Floor - north section, looking north along west wall toward front

6. Jefferson - Basement on east side with stairs to first floor, looking west

6a. Jefferson - Stairway down to east basement section

6b. Jefferson - Basement stairway from west side to first floor

7. Jefferson – Typical basement on east side, looking south

8. 2nd floor elevator/stair lobby, looking northwest toward Jefferson

9. Jefferson 2nd floor, looking southwest from elevator/stair lobby

10. Jefferson 2nd floor south section, looking north from south wall

11. Jefferson 2nd floor north section, looking north from midsection wall

12. Jefferson central stairs 2nd floor to 1st floor

13. Jefferson 3rd floor - north section, looking south at midsection wall from stairwell

14. Jefferson 3rd floor north section, looking south from north wall

15. Jefferson 3rd floor south section, looking north from south wall

16. Norman 3rd floor, west side, looking north at lightwell and original hallway framing

17. Norman 3rd floor, west side, looking south at elevator/stair lobby and original framing

18. Norman 3rd floor, looking north at central stairwell

19. Norman 2nd Floor - east wall northerly and southerly light wells, looking south

20. Norman 2nd floor, looking south along central hallway

21. Norman 2nd floor, looking southwest at central stairwell.

22. Norman 2nd floor central stairwell, looking north down to 1st floor

23. Norman 1st floor - looking north along east bay and east wall

24. Norman 1st floor, looking north along west wall

25. Norman 1st floor, looking south along east wall

26. Jefferson First Floor - Original entry to south section on west wall, looking west

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	9/10/2026
		Clerk's File #	OPR 2026-0801
		Cross Ref #	
Council Meeting Date: 09/30/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@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	CHHS ACCEPTANCE OF PY 2026 FORMULA GRANTS – CDBG, HOME, ESG		

Agenda Wording

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60 The PY2026 ESG allocation is $265,184 CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92. ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60 The PY2026 ESG allocation is $265,184 CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92. ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

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 is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

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 source must align with the 2025-2029 Consolidated Plan, and the 2026 Annual Action Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,475,304.60
Current Year Cost	$ 4,475,304.60
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY26 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Expense	$ 3,117,573.	# 1690-95576-99999-33114-99999
Expense	$ 1,092,547.60	# 1710-95579-99999-33114-99999
Expense	$ 265,184	# 1540-95573-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

This is an annual formula grant from HUD

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhsaccouting@spokanecity.org
chhscontracts@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 10, 2026

The Honorable Lisa Brown
Mayor of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Mayor Brown,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that the Spokane jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) $3,117,573.00

HOME Investment Partnerships Program (HOME) $1,092,547.60

Emergency Solutions Grants (ESG) $265,184.00

Housing Opportunities for Persons With AIDS (HOPWA) $ 0.00

Recovery Housing Program (RHP) $ 0.00

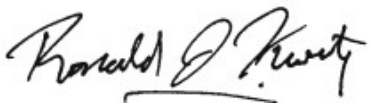
In addition, your jurisdiction's CDBG allocation for this year provides you with $15,587,865.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	8/21/2026		
Clerk's File #	OPR 2026-0802		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@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	CBC CONDITIONAL CONTRACT FOR 126 W SINTO AVE		

Agenda Wording

Conditional Commercial Building Conversion contract with NODO SPOKANE LLC, for the property located at 126 W Sinto Ave, to create 25 dwelling units with a required 10% of affordable units.

Summary (Background)

RCW 82.59 authorizes the Conversion of Underutilized Commercial Property to Affordable Housing sales and use tax incentive, known in the City as the Commercial Building Conversion (CBC) program, to certify eligible investment projects for this affordable housing incentive. The City adopted this incentive in 2024 and SMC 08.07E outlines Spokane's CBC program and project eligibility requirements. Staff has determined that the Fleet Building Apartments conditional application meets the definition of an eligible investment project as outlined in SMC 08.07E.020 and RCW 82.59.010. The application proposes to create 25 residential units on the property at 126 W Sinto Ave, within the Emerson/Garfield neighborhood (District 3). The property is zoned Office Retail (OR-150), and the proposed use is allowed. Once the project is constructed, the property owner will be required to maintain 10% of affordable units for 10 years. This agreement authorizes the City to enter into the Commercial Building Conversion conditional contract, which will ultimately result in the issuance of a final certificate of approval and the beginning of the 10 year compliance period.

What impacts would the proposal have on historically excluded communities?

The Commercial Building Conversion program requires that 10% of constructed units be rented to low-income households, or those earning no more than 60% Area Median Income (AMI). Utilizing data from HUD, a two person household earning 60% AMI will earn $48,400 annually. Increasing supply and access to affordable housing can have the result of decreasing supply pressure on the local housing market and increasing housing choice for historically disadvantaged or underserved 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 Department of Commerce and the Department of Revenue conduct annual audits of all jurisdictions with CBC programs. The City collects annual reports and tenant income verification for each property, to be reviewed by Commerce for the housing compliance component. The property owner must annually complete tax reporting to the Department of Revenue as well. Both compliance pieces are mandatory for the 10-year compliance period. Only income level data will be collected to ensure compliance.

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 low-income and 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, and the geographic dispersion of eligible projects.

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

The sales and use taxes associated with the housing units are deferred, while the parcel's property value will increase with the new improvements.

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	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Chris Batten, chris@rencorprealty.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	abeck@spokanecity.org
eking@spokanecity.org	

SALES AND USE TAX DEFERRAL AGREEMENT
AND
CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL
OPR 2026-0802

THIS SALES AND USE TAX DEFERRAL AND CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL AGREEMENT ("Conditional Agreement") is between the City of Spokane, a Washington State municipal corporation, as "City", and NODO SPOKANE LLC, as "Owner" whose business address is 827 W 2nd Ave, Spokane, WA 99201 , collectively referred to as "Parties". This Conditional Agreement constitutes the Conditional Certificate of Program Approval.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 82.59 RCW, designated various undeveloped and underdeveloped properties as targeted areas for the provision of a sales and use tax deferral for the development of affordable housing for very low and low, -incomes families; and

WHEREAS, the City has, through Chapter 08.07E SMC, enacted a program whereby property Owners may qualify for a certificate of tax deferral, which certifies to the Spokane County Assessor that the Owner is eligible to receive the sales and use tax deferral; and

WHEREAS, the Owner is applying for a sales and use tax deferral for the redevelopment of underutilized commercial property, as defined in Chapter 08.07E SMC, to develop new affordable housing units; and

WHEREAS, the Owner has submitted to the City a complete conditional application form with a commitment to renting or selling no fewer than 10 percent of the units as affordable rental housing or affordable homeownership housing to very low and low -income households to be constructed on property legally described as:

18-25-43: NE1/4 OF THE NE1/4 OF SEC 18, TWP 25N, RGW 43E, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, BEING IN PORTIONS OF BLOCKS 57 AND 58 OF CENTRAL ADD TO SPOKANE, AS PER PLATRECORDED IN VOL "A" OF PLATS, PG 162, RECORDS OF SPOKANE COUNTY; INCLUDING VACATED NORMANDIE ST LYING BETWEEN SAID BLOCKS 57 AND 58, AS VACATED BY ORDINANCE NO. C15753, MORE PARTICULARLY DAF: COM ATTHE SW CORNER OF BLOCK 58 OF SAID PLAT; THENCE N87°33'05"E, A DIST OF 366 FT ALONG THE SOUTHERLY BDRY LINES OF SAID BLOCK 58, THE SOUTHERLY BDRY LINE VACATED NORMANDIE ST AND THE NORTHERLY R/W OF ESINTO AVE TO THE TRUE POB; THENCE DEPARTING SAID BDRY

LINES N2°17'11"W, A DIST OF 101 FT TO A POINT; THENCE N87°33'05"E, A DIST OF 130 FT TO A POINT; THENCE S2°17'11"E, A DIST OF 15 FT TO A POINT;THENCE N87°33'05"E, A DIST OF 106.98 FT TO A POINT; THENCE S2°17'11"E, A DIST OF 86 FT TO ITS INTERSECTION WITH THE SOUTHERLY BDRY LINE OF SAID BLOCK 57 AND THE NORTHERLY R/W OF SAID E SINTO AVE;THENCE S87°33'05"W, A DIST OF 236.98 FT ALONG SAID SOUTHERLY BDRY LINE AND SAID NORTHERLY R/W TO THE POB AND THE TERMINUS OF THIS DESCRIPTION. (AFN 7290201)

Assessor's Parcel Number(s) 35181.0209, commonly known as 126 W Sinto Ave, Spokane, WA 99201, ("Project").

WHEREAS, this property is located in an area zoned for residential or mixed use and is eligible to seek a sales and use tax deferral certificate pursuant to RCW 82.59.100.

WHEREAS, the City has determined that the construction will, if completed as proposed, satisfy the requirements for the sales and use tax deferral for the Project; --

NOW, THEREFORE, the City and the Owner do mutually covenant and agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Program Approval as outlined herein.

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.

3. The Owner intends to construct approximately **25 housing units** on the Project site, as described in their application filed with and approved by the City. In no event shall such construction set aside fewer than ten (10) percent of the developed housing for very low and low -income families.

4. The Owner agrees to complete construction of the Project within three years from the date of the application or within any extension granted by the City. The Department of Planning and Economic Development, with the consent of the Spokane City Council, may extend the deadline for completion of construction or rehabilitation for an additional period not to exceed 24 consecutive months.

5. The Owner agrees before the initiation of construction that the Owner must submit an application to the Washington State Department of Revenue. The application must include:

(a) a copy of this Conditional Certificate of Program Approval issued by the City;

(b) an estimation of construction costs;

(c) time schedules for completion and operation; and

(d) any other information required by the Washington State Department of Revenue.

6. Within 30 days of the issuance of the certificate of occupancy by the City for an eligible investment project, the property owner must file with the City the following:

(a) a description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter; and

(b) a statement of the new affordable housing to be offered as a result of the new construction;

(c) a statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

7. Within 30 days after receipt of the statements required under paragraph 6 (a)-(c) of this agreement, the City must determine and notify the Owner whether the work completed and the affordable housing to be offered are consistent with the application and the housing units approved by the City Council, and the investment project continues to qualify for a sales and use tax deferral. The Owner must notify the Department of Revenue within 30 days from receiving the City's determination, as provided by RCW 82.59.070.

8. The parties acknowledge that at least 10 percent of the units will be set aside to be rented or sold as affordable rental housing or affordable homeownership housing to very low and low -income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units. At least 10 percent of the project set aside for multifamily housing units will be rented at a price at or below fair market rent for Spokane County or sold at a price at or below Spokane County median price.

9. To qualify for the sales and use tax deferral, the Owner will be required to make an annual report to the Director of Planning and Economic Development, 30 days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten (10) years. The annual report must indicate the following:

(a) a statement of the affordable housing units constructed in the property as of the anniversary date;

(b) a certification by the Owner that the property has not changed use;

(c) a description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) any additional information requested by the City.

10. The Owner must annually file a complete tax performance report with the Department of Revenue pursuant to RCW 82.59.140 beginning the year the certificate of occupancy is issued and each year thereafter for ten (10) years.

11. Pursuant to SMC 08.07E.110, the Owner will have the right to assign its rights under this Agreement. The Owner must promptly notify the City and the Department of Revenue in writing of any transfer of the Owner's ownership interest in the site or in the improvements made to the site under this Agreement. If the transferor fails to notify the City and the Department of Revenue, all deferred sales and use taxes are immediately due and payable as provided in Chapter 82.59 RCW.

12. The City reserves the right to cancel the Conditional Certification of Program Approval should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.07E.

12. No modifications of this Conditional Certification of Program Approval shall be made unless mutually agreed upon by the Parties in writing.

13. The Owner specifically acknowledges and understands their potential tax liability involved if and when (1) Owner opts to discontinue compliance and notifies the City and Department of Revenue within 60 days of the change in use or intended discontinuance; or (2) the City finds that a portion of an investment project is changed or will be changed to disqualify the Owner for sales and use tax deferral eligibility, per Chapter 82.59 RCW. Such liability may include imposition of all deferred sales and use taxes and interest pursuant to Chapter 82.59 RCW. The Owner agrees that the City is not responsible for any determinations made by the Washington State Department of Revenue related to Owner's applications therewith related to this Conditional Certificate of Program Approval. This section does not apply after 10 years from the date of the certificate of occupancy.

14. In the event that any term or clause of this Conditional Certificate of Program Approval 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 Certificate of Program Approval are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 82.59 RCW or Chapter 08.07E SMC

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____
City Administrator, Alex Scott

NODO SPOKANE LLC
Owner/Taxpayer

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/2/2026		
Clerk's File #	OPR 2026-0803		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP #6584-26
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	28940
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL OF LEGISLATIVE SERVICES CONTRACT - FEDERICI GOVERNMENT		

Agenda Wording

Approval of contract with Nick Federici / Government Relations (Tacoma, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract.

Summary (Background)

The City of Spokane has historically contracted with outside firms for legislative services. The contracts with the current legislative vendors expired on March 31, 2026. Consistent with procurement requirements, the new contract was subject to competitive bidding (RFP 6584-26). Three bids were received, all bids were scored by three-person scoring committee, with two bids scoring identical scores. After further discussion with the Legislative Team, the joint proposal submitted by Luke Esser and Nick Federici was accepted. Historically, Mr. Esser and Mr. Federici receive individual contracts, with the total compensation for both contracts equal to the total proposed cost submitted. A companion contract with Luke Esser, with identical terms and costs, is being submitted separately in OnBase. Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider(s) of legislative services.

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?

The value of service is measured by the success of the City accomplishing passage of (or defeat of) measures identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider of legislative services.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	$ 108,000
Current Year Cost	$ 54,000
Subsequent Year(s) Cost	$ 54,000

Narrative

Amount		**Budget Account**
Expense	$ 54,000	# 0020-0-0-54101-0
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.)

Currently in budget for 2026, and will be budgeted for next biennial budget.

Approvals		**Additional Approvals**	
Dept Head		**PURCHASING**	PRINCE, THEA
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor			

Distribution List	
jsnyder@spokanecity.org	vramos@spokanecity.org
amcdaniel@spokanecity.org	epoulsen@spokanecity.org

City Clerk's No. OPR 2026-0803

City of Spokane

PERSONAL SERVICES CONTRACT

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE,** a Washington municipal corporation (the "City"), and **NICK FEDERICI and NICK FEDERICI GOVERNMENT RELATIONS**, whose address is 2714 N Alder St., Tacoma, WA 98407, (the "Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties."

The Parties agree as follows:

1. PERFORMANCE.
The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 6584-26 and Lobbyist's Proposal dated August 17, 2026, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this Contract will control.

2. TERM OF CONTRACT.
The term of this Contract begins on October 1, 2026, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the Parties not to exceed one (1) additional two-year term.

3. COMPENSATION / PAYMENT.
Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($108,000.00)**, plus tax, if 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.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist 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 Lobbyist'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.

5. 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 Lobbyist 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 Lobbyist 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. 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 Lobbyist 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.

7. INDEMNIFICATION.

The Lobbyist 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 Lobbyist's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Lobbyist 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 Lobbyist'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 Lobbyist, its agents or employees. The Lobbyist specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Lobbyist's own employees against the City and, solely for the purpose of this indemnification and defense, the Lobbyist specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Lobbyist 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.

8. INSURANCE.

During the period of the Contract, the Lobbyist 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/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Contract;

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

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

D. **Professional Liability Insurance** (Errors and Omissions) $1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least two (2) years after the Contract 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 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 Contract, 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 Contract, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

9. DEBARMENT AND SUSPENSION.

The Lobbyist 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.

10. AUDIT.

The Lobbyist 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 Lobbyist 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.

11. ASSIGNMENT AND SUBCONTRACTING.

The Lobbyist 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 Lobbyist shall incorporate by reference this Contract, except as otherwise provided.

The Lobbyist 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 Lobbyist from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

12. 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 Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist 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 Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, 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).

Notwithstanding anything to the contrary, City will maintain the confidentiality of Lobbyist'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 Lobbyist's materials or information and the City determines there are exemptions only the Lobbyist can assert, City will endeavor to give Lobbyist notice. Lobbyist will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Lobbyist 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.

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. **Compliance with Applicable Laws.** The Lobbyist, 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 Lobbyist shall comply with the requirements of this Section.

C. **Applicable Law**. 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 Lobbyist after the time the same shall have become due nor payment to the Lobbyist 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 Lobbyist. 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.

NICK FEDERICI and NICK FEDERICI GOVERNMENT RELATIONS	**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 – Certificate Regarding Debarment
Exhibit B – Lobbyist's Proposal dated August 17, 2026

26-244

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

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Aug 14, 2026

Unified Business ID #: 604173692
Business ID #: 001
Location: 0001
Expires: Oct 31, 2027

Sole Proprietor

NICHOLAS ANTHONY FEDERICI
NICK FEDERICI GOVERNMENT RELATIONS
2714 NORTH ALDER STREET
TACOMA WA 98407

STATE ENDORSEMENTS:

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #077375 - ACTIVE
SPOKANE 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: 604173692 001 0001

Expires: Oct 31, 2027

NICHOLAS ANTHONY FEDERICI
NICK FEDERICI GOVERNMENT RELATIONS
2714 NORTH ALDER STREET
TACOMA WA 98407

FOLD HERE

TAX REGISTRATION
BELLINGHAM GENERAL BUSINESS #077375 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

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. You can update business information, such as your location, mailing address, or phone number, and close your business online using My DOR. For help making these changes, visit dor.wa.gov/MyDORHelp. It is important to maintain users who have access to your business in My DOR. To add or remove users, visit dor.wa.gov/ManageAccessMyDOR.

Endorsements

Endorsements that have been approved will show as “Active”. Endorsements that have not yet been approved will show as “Pending” and will not have an expiration date as they require approval from the regulatory entity. Endorsements with an expiration date must be renewed by that date to avoid 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.

Contact Us:
Email BLS@dor.wa.gov
Telephone 360-705-6705

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2026-0804		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP #6584-26
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	28941
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL OF LEGISLATIVE SERVICES CONTRACT - LUKE ESSER		

Agenda Wording

Approval of contract with Luke Esser (Bellevue, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract.

Summary (Background)

The City of Spokane has historically contracted with outside firms for legislative services. The contracts with the current legislative vendors expired on March 31, 2026. Consistent with procurement requirements, the new contract was subject to competitive bidding (RFP 6584-26). Three bids were received, all bids were scored by three-person scoring committee, with two bids scoring identical scores. After further discussion with the Legislative Team, the joint proposal submitted by Luke Esser and Nick Federici was accepted. Historically, Mr. Esser and Mr. Federici receive individual contracts, with the total compensation for both contracts equal to the total proposed cost submitted. A companion contract with Nick Federici, with identical terms and costs, is being submitted separately in OnBase. Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider(s) of legislative services.

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?

The value of service is measured by the success of the City accomplishing passage of (or defeat of) measures identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider of legislative services.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 108,000
Current Year Cost	$ 54,000
Subsequent Year(s) Cost	$ 54,000

Narrative

Amount		Budget Account
Expense	$ 54,000	# 0020-0-0-54101-0
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	

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

Currently in budget for 2026, and will be budgeted for next biennial budget.

Approvals		Additional Approvals	
Dept Head		PURCHASING	PRINCE, THEA
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor			

Distribution List

jsnyder@spokanecity.org	amcdaniel@spokanecity.org
vramos@spokanecity.org	epoulsen@spokanecity.org

City Clerk's No. OPR 2026-0804

City of Spokane

PERSONAL SERVICES CONTRACT

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE,** a Washington municipal corporation (the "City"), and **LUKE ESSER**, whose address is 404 158th Place SW, Bellevue, Washington 98008, (the "Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties."

The Parties agree as follows:

1. PERFORMANCE.

The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 6584-26 and Lobbyist's Proposal dated August 17, 2026, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this Contract will control.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2026, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the Parties not to exceed one (1) additional two-year term.

3. COMPENSATION / PAYMENT.

Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($108,000.00)**, plus tax, if 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.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist 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 Lobbyist'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.

5. 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 Lobbyist 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 Lobbyist 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. 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 Lobbyist 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.

7. INDEMNIFICATION.

The Lobbyist 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 Lobbyist's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Lobbyist 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 Lobbyist'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 Lobbyist, its agents or employees. The Lobbyist specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Lobbyist's own employees against the City and, solely for the purpose of this indemnification and defense, the Lobbyist specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Lobbyist 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.

8. INSURANCE.

During the period of the Contract, the Lobbyist 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/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Contract;

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

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

D. **Professional Liability Insurance** (Errors and Omissions) $1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least two (2) years after the Contract 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 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 Contract, 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 Contract, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

9. DEBARMENT AND SUSPENSION.

The Lobbyist 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.

10. AUDIT.

The Lobbyist 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 Lobbyist 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.

11. ASSIGNMENT AND SUBCONTRACTING.

The Lobbyist 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 Lobbyist shall incorporate by reference this Contract, except as otherwise provided.

The Lobbyist 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 Lobbyist from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

12. 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 Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist 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 Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, 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).

Notwithstanding anything to the contrary, City will maintain the confidentiality of Lobbyist'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 Lobbyist's materials or information and the City determines there are exemptions only the Lobbyist can assert, City will endeavor to give Lobbyist notice. Lobbyist will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Lobbyist 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.

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. **Compliance with Applicable Laws.** The Lobbyist, 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 Lobbyist shall comply with the requirements of this Section.

C. **Applicable Law**. 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 Lobbyist after the time the same shall have become due nor payment to the Lobbyist 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 Lobbyist. 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.

LUKE ESSER	**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 – Certificate Regarding Debarment
Exhibit B – Lobbyist's Proposal dated August 17, 2026

26-245

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

CERTIFICATE OF LIABILITY INSURANCE

Date: September 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 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 Acrisure Northwest Partners Insurance Services LLC 19401 40th Ave W, Suite 440 Lynnwood, WA 98036	**CONTACT NAME:**	
	PHONE (A/C, No. Ext):	**FAX (A/C, No):**
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A: Lloyds of London	**10001**
INSURED Luke Esser 404 158th Pl SE Bellevue, WA 98008	**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	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE _X_ OCCURRENCE __ _____ __ _____ GEN AGG LIMIT APPLIES PER: _X POLICY __ PROJECT __ LOCATION			MMPL-ONEST2595889-0012	12/31/2025	12/31/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED PAY (any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS-COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY __ ANY AUTO __ ALL OWNED AUTOS __ SCHEDULED AUTOS __ HIRED AUTOS __ NON-OWNED AUTOS __ _____						COMBINED SINGLE LIMIT (Each Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	__ UMBRELLA LIAB __ OCCUR **__ EXCESS LIAB __ CLAIMS-MADE** **__ DED __ RETENTION $**						EACH OCCURRENCE	
							AGGREGATE	
	WORKER'S 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					__ WC STATUTORY LIMITS __ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	**PROFESSIONAL LIABILITY** **_X_CLAIMS MADE** **RETROACTIVE DATE: 7/1/2022**			MMPL-ONEST2595889-0012	12/31/2025	12/31/2026	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000

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

Professional Services: Lobbyists

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

	AUTHORIZED REPRESENTATIVE: COCHRANE & COMPANY, A DIVISION OF COCHRANE AGENCY INC

Copyright 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jul 31, 2026

Unified Business ID #: 601906253
Business ID #: 001
Location: 0002
Expires: Jul 31, 2027

Sole Proprietor

LUKE EDWARD ESSER
LUKE ESSER
404 158TH PL SE
BELLEVUE WA 98008-4837

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #077379 - ACTIVE
MONROE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #22591 - ACTIVE
SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #220672 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT #BL180633 - ACTIVE

REGISTERED TRADE NAMES:

LUKE ESSER

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: 601906253 001 0002

LUKE EDWARD ESSER
LUKE ESSER
404 158TH PL SE
BELLEVUE WA 98008-4837

FOLD HERE

TAX REGISTRATION - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #077379 - ACTIVE
MONROE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #22591 - ACTIVE
SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #220672

Expires: Jul 31, 2027

John Ryser
Director, Department of Revenue

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/30/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	

Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	JUAN D 625-6005	**Requisition #**	
Contact E-Mail	JDRENGIFO@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		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 09/18/2026. Total $13,270,787.72 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $12,894,826.64.

Summary (Background)

Pages 1-37 Check numbers: 622226-622380 Credit Card numbers: 003567-003592 ACH payment numbers: 156658-156910 On file for review in City Clerks Office: 37 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	**$** 12,894,826.64	**#** Various
Select	**$**	**#**
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	BOSTON, MATTHEW		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 09/21/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 08:01
USER: MANAGER PAGE: 1
RUN NO: 42

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	981,122.04
1100	STREET FUND	87,644.09
1200	CODE ENFORCEMENT FUND	22,441.43
1300	LIBRARY FUND	53,454.55
1330	MISCELLANEOUS GRANTS	75.14
1360	GENERAL FUND GRANTS	0.00
1390	URBAN FORESTRY FUND	666.50
1400	PARKS AND RECREATION FUND	86,344.31
1430	GRANTS OPERATIONS	6,474.77
1440	FIRE GRANTS MISCELLANEOUS	32.32
1460	PARKING METER REVENUE FUND	12,104.83
1510	SPOKANE UNITED 911 NETWORK	3,974.58
1560	FORFEITURES & CONTRIBUTION FND	46.00
1590	HOTEL/MOTEL TAX FUND	561,898.30
1595	HEART FUND	3,656.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	28,151.28
1640	COMMUNICATIONS BLDG M&O FUND	4,281.83
1680	HOUSING AND HOMELESS SERVICES	10,479.64
1970	SPOKANE FIRE DEPARTMENT	369,034.40
3200	ARTERIAL STREET FUND	854,499.48
4100	WATER & HYDROELECTRIC SERVICES	129,539.58
4250	INTEGRATED CAPITAL MANAGEMENT	193,112.58
4300	WASTEWATER MANAGEMENT FUND	345,791.52
4480	SOLID WASTE FUND	583,788.64
4600	GOLF FUND	13,261.86
4700	DEVELOPMENT SERVICES	48,319.56
5100	FLEET SERVICES FUND	173,773.23
5110	FLEET SVCS EQUIP REPL FUND	192,873.08
5200	PUBLIC WORKS AND UTILITIES	15,070.16
5300	IT FUND	168,346.52
5500	PURCHASING AND CONTRACTS	6,856.12
5600	ACCOUNTING SERVICES	75,040.72
5700	SPOKANE 311	7,540.55
5750	OFFICE OF PERFORMANCE MGMT	18,531.45
5800	RISK MANAGEMENT FUND	1,994.94
5810	WORKERS' COMPENSATION FUND	752.80
5820	UNEMPLOYMENT COMPENSATION FUND	84.48
5830	EMPLOYEES BENEFITS FUND	531,518.71
5900	FACILITIES MANAGEMENT FUND OPS	13,757.37
5901	ASSET MANAGEMENT FUND CAPITAL	2,514,890.35
5902	PROPERTY ACQUISITION POLICE	38,796.07
5903	PROPERTY ACQUISITION FIRE	132,275.00
6060	EMPLOYEES' RETIREMENT FUND	3,112.28
6070	FIREFIGHTERS' PENSION FUND	17,909.01
6080	POLICE PENSION FUND	17,934.63
6960	SALARY CLEARING FUND NEW	3,766,518.46
	TOTAL:	12,097,771.16

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 42

DATE: 09/21/26
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BRYAN CAVE LEIGHTON PAISNER LLP	LEGAL SERVICES ACH PMT NO. - 80156848	88,668.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80156787	56,680.17
TOTAL FOR 0020 - NONDEPARTMENTAL		145,348.17

0030 - OFFICE OF POLICE OMBUDS

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	65.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,083.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,548.10
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		2,972.22

0100 - GENERAL FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156740	4,409.40
SIMPLIFILE LC	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80156882	303.50
TOTAL FOR 0100 - GENERAL FUND		4,712.90

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	870.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,783.49

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,572.09
	TOTAL FOR 0230 - CIVIL SERVICE	10,225.58

0260 - OFFICE OF THE CITY CLERK

HONORABLE MAYOR
AND COUNCIL MEMBERS

09/21/26
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	340.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,795.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	2,606.53
	TOTAL FOR 0260 - OFFICE OF THE CITY CLERK	4,742.19

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,085.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,892.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,370.10
	TOTAL FOR 0320 - COUNCIL	10,347.96

0330 - COMMUNICATIONS & MARKETING

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	530.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	2,863.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	4,294.49
	TOTAL FOR 0330 - COMMUNICATIONS & MARKETING	7,687.73

0370 - ENGINEERING SERVICES

AASHTO 2	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156743	1,325.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	645.91
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	3,122.22
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	15,302.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	22,550.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US DOSIMETRY TECHNOLOGY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156904	123.08
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156792	137.02
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80156792	475.12
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156905	58.50
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622268	40.79
TOTAL FOR 0370 - ENGINEERING SERVICES		43,781.13

0380 - TRANSPORTATION & SUSTAINABILIT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	488.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	729.43
TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT		1,318.20

0410 - FINANCE AND ADMINISTRATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622358	925.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	4,269.94
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	6,080.92
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		11,275.86

0450 - HOUSING AND HUMAN SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	788.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,144.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES	2,107.80

0470 - ARTS, CULTURE, & HISTORIC PRES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	160.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80156882	5.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	916.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,350.54
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		2,432.65

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,082.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	653.49

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS 1,736.17

0500 - OFFICE OF THE CITY ATTORNEY

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622350	76.84
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156674	26.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	2,015.00
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	ADVERTISING CHECK NO. - 00622368	218.21
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00622368	945.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	10,660.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	15,032.30
VESTIS GROUP INC DBA VESTIS SERVICES INC	OPERATING SUPPLIES ACH PMT NO. - 80156691	26.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80156910	5,106.36

TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY 34,106.74

0520 - OFFICE OF THE MAYOR

COWLES PUBLISHING COMPANY dba SPOKESMAN-REVIEW	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156755	174.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,392.78
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	3,512.96

TOTAL FOR 0520 - OFFICE OF THE MAYOR 7,630.14

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,254.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,825.38
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		3,329.38

0560 - MUNICIPAL COURT

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	712.46
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80156666	381.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	2,055.00
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00622368	810.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	10,720.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	15,991.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0560 - MUNICIPAL COURT	30,671.85

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	518.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	760.85
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,379.03

0580 - FAMILY AND YOUTH SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	284.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	448.98
TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES		833.29

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	742.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,501.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,117.36
TOTAL FOR 0620 - HUMAN RESOURCES		9,361.33

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	985.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	4,263.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	6,226.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES	11,474.75

0680 - POLICE

APPLIED CONCEPTS DBA STALKER RADAR	IF CAPITAL COMMISSIONING CHECK NO. - 00622235	4,274.54
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622350	8,625.89
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES	

	ACH PMT NO. - 80156746	1,245.89
CDW GOVERNMENT LLC	COMPUTERS CREDIT CARD PMT NO. - 70003584	8,084.31
CDW GOVERNMENT LLC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70003584	804.43
CDW GOVERNMENT LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003575	2,118.61
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE CREDIT CARD PMT NO. - 70003584	2,078.36
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00622239	331.48
CENTURYLINK	TELEPHONE CHECK NO. - 00622239	946.34
COMCAST	IT/DATA SERVICES CHECK NO. - 00622353	4,578.50
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156702	274.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156702	4,140.76
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80156757	1,938.71
DATEC INC	IF CAPITAL COMMISSIONING ACH PMT NO. - 80156665	1,324.96
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80156668	162.56
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80156760	25,278.59
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003579	2,461.63
GALLS LLC	PROTECTIVE GEAR/CLOTHING CREDIT CARD PMT NO. - 70003579	1,511.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156674	35.00
GRANITE TELECOMMUNICATIONS LLC	ALARM/SECURITY SERVICES ACH PMT NO. - 80156676	249.84
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE	

	ACH PMT NO. - 80156676	1,259.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	109,914.62
INLAND TOWING A DIV OF SADIE ENTERPRISE LLC	TOWING EXPENSE CHECK NO. - 00622230	203.20
JESSE G MOLINA	TUITION REIMBURSEMENT CHECK NO. - 00622233	1,323.14
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	MISC SERVICES/CHARGES ACH PMT NO. - 80156703	1,141.25
JOHN TYLER	TUITION REIMBURSEMENT ACH PMT NO. - 80156695	4,895.00
LEPS-PSS PLLC DBA PUBLIC SAFETY PSYCHOLOGICAL	MEDICAL SERVICES ACH PMT NO. - 80156784	2,600.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156677	944.81
MIA - MUJERES IN ACTION	CONTRACTUAL SERVICES ACH PMT NO. - 80156779	2,903.66
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO CREDIT CARD PMT NO. - 70003587	1,123.73
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80156679	243.84
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003567	110.00
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00622264	312.00
SHARP SHOOTING INDOOR RANGE	MINOR EQUIPMENT ACH PMT NO. - 80156785	439.66
SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156788	109.83
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156788	16,344.99
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156789	551.60
SPOKANE POLICE DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00622369	10.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES

	CREDIT CARD PMT NO. - 70003573	1,562.86
ULINE INC ATTN: ACCOUNTS RECEIVABLE	OPERATING SUPPLIES ACH PMT NO. - 80156902	290.24
US BANK POLICE ADVANCE TRAVEL	PER DIEM CHECK NO. - 00622236	11,843.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	67,155.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	45,059.56
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80156689	75.00
VERSATERM PUBLIC SAFETY US INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80156690	1,448.04
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156728	1,217.13
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80156675	78.75
WA ST DEPT OF ENTERPRISE SERVICES	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156692	1,500.00
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	WA DEPT OF REVENUE CHECK NO. - 00622255	2,464.87
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00622376	239,551.49
WILLIAM ALSEPT	TUITION REIMBURSEMENT CHECK NO. - 00622237	2,700.00
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80156793	1,222.41

TOTAL FOR 0680 - POLICE		591,067.24

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80156740	1,455.00
BLUE TRITON BRANDS INC DBA PRIMO BRANDS	OFFICE SUPPLIES CHECK NO. - 00622278	164.62
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	224.14
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,310.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	6,805.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	10,161.92
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		20,121.00

0700 - PUBLIC DEFENDER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	204.67
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156762	8.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,140.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	7,323.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	10,465.72
TOTAL FOR 0700 - PUBLIC DEFENDER		19,142.37

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,251.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,814.47
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		3,316.36

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156745	6,037.42
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156799	2,114.29
CENTURYLINK	TELEPHONE	

	CHECK NO. - 00622265	165.74
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156806	589.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	300.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156761	491.28
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	405.77
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	4,715.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156772	216.58
PLOWOPS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156828	2,450.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156682	5,917.53
TRANSMAP CORPORATION	PROFESSIONAL SERVICES ACH PMT NO. - 80156836	7,625.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	23,169.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	33,375.73
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156905	70.19
	TOTAL FOR 1100 - STREET FUND	87,644.09

1200 - CODE ENFORCEMENT FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80156759	76.68
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	160.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80156811	2,327.80
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622358	1,547.44
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80156683	74.43
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80156882	1,870.76
SPOKANE COUNTY TITLE CO	LEGAL SERVICES ACH PMT NO. - 80156891	574.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	6,349.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	9,460.05
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		22,441.43

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	3,390.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	20,871.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	29,193.08
TOTAL FOR 1300 - LIBRARY FUND		53,454.55

1330 - MISCELLANEOUS GRANTS

SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156684	75.14
TOTAL FOR 1330 - MISCELLANEOUS GRANTS		75.14

1360 - GENERAL FUND GRANTS

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156740	4,409.40-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80156740	4,409.40

TOTAL FOR 1360 - GENERAL FUND GRANTS 0.00

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	50.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	247.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	368.90
TOTAL FOR 1390 - URBAN FORESTRY FUND		666.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00622353	844.12
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00622269	1,450.00
GRANITE TELECOMMUNICATIONS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156676	82.15
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	957.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	6,026.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	38,431.92
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	38,552.81
TOTAL FOR 1400 - PARKS AND RECREATION FUND		86,344.31

1430 - GRANTS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	475.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	2,434.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	3,565.59

TOTAL FOR 1430 - GRANTS OPERATIONS		6,474.77

1440 - FIRE GRANTS MISCELLANEOUS

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622360	12.52
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	4.30
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00622376	15.50
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		32.32

1460 - PARKING METER REVENUE FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	133.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	760.00
UNIVERSAL BOOT INC	MINOR EQUIPMENT CHECK NO. - 00622282	3,347.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,062.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	4,497.24
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	304.59
TOTAL FOR 1460 - PARKING METER REVENUE FUND		12,104.83

1510 - SPOKANE UNITED 911 NETWORK

DELL MARKETING LP %DELL USA LP	OPERATING SUPPLIES ACH PMT NO. - 80156666	968.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	110.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00622372	1,161.91
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,734.30
TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK		3,974.58

1560 - FORFEITURES & CONTRIBUTION FND

WA STATE DEPT OF LICENSING SPOKANE COUNTY COURTHOUSE	MISC SERVICES/CHARGES CHECK NO. - 00622254	46.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		46.00

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80156685	561,898.30
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		561,898.30

1595 - HEART FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACIFICA LAW GROUP LLP	LEGAL SERVICES CHECK NO. - 00622365	3,656.00
TOTAL FOR 1595 - HEART FUND		3,656.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

CDW GOVERNMENT LLC	CAMERAS AND PROJECTION EQUIPMT CREDIT CARD PMT NO. - 70003584	9,280.71
FRONTIER BEHAVIORAL HEALTH	CONTRACTUAL SERVICES ACH PMT NO. - 80156765	16,076.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	526.54
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	214.38
WA STATE DEPT OF REVENUE	CAMERAS AND PROJECTION EQUIPMT -	688.18
WASHINGTON LEOFF	PENSION LEOFF II	

DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00622376	1,365.14

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 28,151.28

1640 - COMMUNICATIONS BLDG M&O FUND

KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80156872	1,606.28
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156717	1,500.13
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156717	1,175.42

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 4,281.83

1680 - HOUSING AND HOMELESS SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	851.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	4,048.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,580.59

TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES 10,479.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003576	16.83
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156798	347.02
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156697	712.97
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156697	221.48
B.C PARKER INC BRANDON PARKER	PERMIT REFUNDS PAYABLE CHECK NO. - 00622362	38.00
CAR WASH PARTNERS LLC DBA MR CAR WASH	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80156824	392.00

COAXSHER INC	CLOTHING CREDIT CARD PMT NO. - 70003591	1,496.89
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156852	14,178.51
COMCAST	IT/DATA SERVICES CHECK NO. - 00622353	624.06
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156856	942.57
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	110.00
EMERGENCY RESPONDERS HEALTH CENTER LLC	MEDICAL SERVICES ACH PMT NO. - 80156866	400.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156671	1,262.87
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156671	177.15
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156816	64.35
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003579	103.03
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	2,337.38
HEALTHCALL LLC ATTN: ACCOUNTING	CONTRACTUAL SERVICES ACH PMT NO. - 80156819	1,309.20
HONEYWELL ANALYTICS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156769	1,263.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003580	339.99
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	9,020.66
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622360	64,562.37
KBG DEVELOPMENTS LLC DBA TOWNS LIQUOR MART	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156774	22.26
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES	

	ACH PMT NO. - 80156872	1,652.54
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80156858	1,409.62
MES I ACQUISITION INC MES SERVICE COMPANY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156817	263.92
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80156678	13.51
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156678	584.55
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003582	1,406.13
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156717	613.69
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156717	108.14
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622257	1,243.74
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622257	1,925.62
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622277	207.29
ROYCE SHIELDS LLC	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00622234	260.00
STERICYCLE INC DBA SHRED-IT	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80156897	2,686.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	35,009.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	8,635.38
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	114.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	23.66
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00622376	212,612.83
ZACHARY PERSELLO	REGISTRATION/SCHOOLING	

	ACH PMT NO. - 80156694	320.00
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		369,034.40

3200 - ARTERIAL STREET FUND

CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156749	93,902.29
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156771	364,645.62
J&C CONSOLIDATED LLC DBA BOYDS J AND C CONSTRUCTION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156747	91,664.12
SELLAND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156880	304,287.45
TOTAL FOR 3200 - ARTERIAL STREET FUND		854,499.48

4100 - WATER & HYDROELECTRIC SERVICES

808 MISSION PROPERTIES LLC 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00622275	240.52
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156658	971.76
ALAN STEINOLFSON 4104 E 32ND AVE	REFUNDS CHECK NO. - 00622245	32.55
BONNIE SHEPHERD 301 WESTCHESTER SQ N	REFUNDS CHECK NO. - 00622247	136.10
CHERYL WISEMAN 12912 E 12TH AVE APT 239	REFUNDS CHECK NO. - 00622249	174.47
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003569	797.58
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003578	1,045.46
COREY TRENT 1031 E WADI CT	REFUNDS CHECK NO. - 00622271	195.53
CORVUS INVESTMENTS LLC 11421 S ELK RUN LN	REFUNDS CHECK NO. - 00622248	124.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80156667	25.56
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	700.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80156811	1,551.63
ESTATE OF EILEEN JOYCE BORCHERT	REFUNDS CHECK NO. - 00622272	163.26
ESTATE OF NINA F YOUNG 609 E SHERMAN AVE STE 201	REFUNDS CHECK NO. - 00622273	584.61
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156671	997.18
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	531.64
HUNTER INNOVATIONS LLC 1209 MOUNTAINS RD PI NE STE N	REFUNDS CHECK NO. - 00622274	15.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	8,595.00
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622266	316.10
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80156681	4,993.15
PACWEST MACHINERY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156781	4,070.67
SHARON DESPAIN 1365 E MORDYL LOOP	REFUNDS CHECK NO. - 00622276	142.26
SHARON L FLETCHER 23142 STATE ROUTE 9	REFUNDS CHECK NO. - 00622246	266.28
SHELBY OLSON	PERMITS/OTHER FEES ACH PMT NO. - 80156796	249.00
UNITED RENTALS NW INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00622281	657.87
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00622281	615.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	41,081.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	60,079.77
WILLIS LYNN GLANVILLE 4209 E JACKSON AVE	REFUNDS CHECK NO. - 00622361	185.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	129,539.58

4250 - INTEGRATED CAPITAL MANAGEMENT

AMERICAN PUBLIC WORKS ASSOCIATION	REGISTRATION/SCHOOLING CHECK NO. - 00622349	1,200.00
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156862	172,854.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,055.00
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156771	3,686.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	5,780.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	8,535.03
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		193,112.58

4300 - WASTEWATER MANAGEMENT FUND

ALAN STEINOLFSON 4104 E 32ND AVE	REFUNDS CHECK NO. - 00622245	643.71
TOTAL FOR 4300 - WASTEWATER MANAGEMENT FUND		643.71

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156843	1,096.31
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	150.00
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	395.92
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	2,845.00
SHI CORP	CELL PHONE ACH PMT NO. - 80156684	84.01
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00622372	12,528.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	18,496.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	35,595.85

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80156845	245.00
ATS INLAND NW LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156846	8,759.53
ATS INLAND NW LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156846	4,216.84
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80156660	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156660	15,984.45
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156660	3,272.72
CENTURYLINK	TELEPHONE CHECK NO. - 00622227	2,222.49
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003590	6,142.42
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156852	7,651.55
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156853	5,553.50
COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156854	26,472.36
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	110.00
ELGA	OPERATING SUPPLIES ACH PMT NO. - 80156865	34.73
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80156811	519.97
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	

NORTHWEST LLC	ACH PMT NO. - 80156812	870.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80156672	77.40
FERGUSON ENTERPRISES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156815	3,849.21
FIELD INSTRUMENTS & CONTROLS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156673	2,812.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80156764	8,861.13
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	1,364.92
HARRINGTON INDUSTRIAL PLASTICS LLC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003570	2,027.57
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156818	45,979.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	6,794.97
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156821	230.69
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156825	2,802.74
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156681	2,482.24
POLYDYNE INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003571	26,462.21
RAY HUMPHRIES	MINOR SAFETY EQUIPMENT CHECK NO. - 00622229	180.00
SHAWN TUCKER	MINOR SAFETY EQUIPMENT CHECK NO. - 00622280	180.00
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003572	2,006.72
STEVE J MCKNELLY	MINOR SAFETY EQUIPMENT CHECK NO. - 00622232	180.00
TITAN TRUCK EQUIPMENT	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003583	1,439.86
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80156687	8,703.51
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	35,788.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	53,143.67
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80156767	1,169.14
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00622256	870.75
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		289,928.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156660	126.51
CENTURYLINK	TELEPHONE CHECK NO. - 00622227	590.79
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	220.00
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	1,986.92
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,425.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	6,225.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	9,049.14
TOTAL FOR 4330 - STORMWATER		19,623.60

4490 - SOLID WASTE DISPOSAL

BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156721	19,935.16
CAMTEK INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156802	9,309.51
D P LUND COMPANY	PROFESSIONAL SERVICES ACH PMT NO. - 80156711	6,326.75

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	200.00
ECOCHEM ANALYTICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156809	8,478.17
FELTON FIRE SERVICE LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156704	592.41
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80156705	192,155.72
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	347.24
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156820	63,582.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	3,870.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156801	6,372.25
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156709	7,167.48
LSB CONSULTING ENGINEERS PLLC	PROFESSIONAL SERVICES ACH PMT NO. - 80156710	223.14
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156712	8,100.00
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156713	919.17
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156718	11,324.58
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00622333	247.38
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622334	3,589.39
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156827	1,951.27
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80156832	2,093.66
SIEMENS ENERGY INC	EQUIPMENT REPAIRS/MAINTENANCE	

	CHECK NO. - 00622252	8,933.13
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80156724	435.60
UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156838	9,841.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	25,558.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	37,463.99
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156729	11,150.02
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00622332	40.16
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622332	191.45
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	440,400.30

4500 - SOLID WASTE COLLECTION

HONORABLE MAYOR
AND COUNCIL MEMBERS

09/21/26
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156799	1,991.83
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156799	271.10
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00622269	470.00
HOTSY OF SPOKANE LLC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70003586	220.93
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003586	3,936.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	4,975.00
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156776	56,643.75
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80156832	2,801.74
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00622372	28,498.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	43,097.61
TOTAL FOR 4500 - SOLID WASTE COLLECTION		142,905.97

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00622331	4.97
COMCAST	IT/DATA SERVICES CHECK NO. - 00622353	395.25
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	82.15
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		482.37

4600 - GOLF FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00622269	200.00
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	642.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	771.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	6,289.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,359.35
TOTAL FOR 4600 - GOLF FUND		13,261.86

4700 - DEVELOPMENT SERVICES

BRANDON L CRUME	ADVISORY TECHNICAL SERVICE CHECK NO. - 00622267	120.00
BRENT CRAMER	REGISTRATION/SCHOOLING ACH PMT NO. - 80156794	197.60
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	

	ACH PMT NO. - 80156759	102.24
DUANE A LEOPARD	LOCAL MILEAGE ACH PMT NO. - 80156775	286.18
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80156795	60.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80156811	1,679.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	3,295.38
ROBERT L TYRRELL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80156842	120.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	17,275.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	25,183.22

TOTAL FOR 4700 -	DEVELOPMENT SERVICES	48,319.56

5100 - FLEET SERVICES FUND

AMERICAN RADIATOR INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003568	5,138.11
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156799	663.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156799	36.79
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003577	1,448.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80156804	859.35
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156751	54,970.33
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156754	387.44
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156857	3,533.82
DGT ENTERPRISES LLC	MEDICAL SERVICES	

DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00622269	310.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80156813	1,061.55
GOOD TO GO P.O. BOX 34562	PERMITS/OTHER FEES CHECK NO. - 00622363	10.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156766	21,526.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,720.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156770	4,724.03
JEFF L ROGERS DBA JEFFS CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156773	589.02
MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156778	6,004.70
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156826	610.67
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156829	14,552.12
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156829	27,129.04
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156693	211.38
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156835	4,851.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	9,314.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	14,029.70
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622354	89.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5100 - FLEET SERVICES FUND 173,773.23

5110 - FLEET SVCS EQUIP REPL FUND

SOLID WASTE SYSTEMS INC	VEHICLES	

dba SWS EQUIPMENT INC	ACH PMT NO. - 80156884	192,873.08
	TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND	192,873.08

5200 - PUBLIC WORKS AND UTILITIES

CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80156756	1,406.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	1,020.00
KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70003581	692.79
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	4,871.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	7,079.32
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	15,070.16

5300 - IT FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00622351	3,550.05
COMCAST	IT/DATA SERVICES CHECK NO. - 00622353	1,861.55
COMPLETE OFFICE LLC	OFFICE SUPPLIES ACH PMT NO. - 80156753	111.48
COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO. - 80156855	6,109.61
DAY WIRELESS SYSTEMS/DIV OF WA COMMUNICATIONS LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80156859	5,855.04
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156676	1,403.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	2,456.00
LEVEL 3 FINANCING INC DBA LEVEL 3 COMMUNICATIONS LLC	TELEPHONE CHECK NO. - 00622231	3,699.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

QUADIENT FINANCE USA INC	POSTAGE	

	CHECK NO. - 00622279	395.05
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	SOFTWARE MAINTENANCE ACH PMT NO. - 80156899	4,664.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	16,123.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	22,096.70
US POSTMASTER	PREPAID POSTAGE ACH PMT NO. - 80156727	100,000.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156688	20.58
TOTAL FOR 5300 - IT FUND		168,346.52

5500 - PURCHASING AND CONTRACTS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	2,558.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	3,747.39
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		6,856.12

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	2,195.00
KELLY HAACK	MINOR EQUIPMENT CHECK NO. - 00622270	179.98
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80156680	45,472.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	13,356.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	13,836.34
TOTAL FOR 5600 - ACCOUNTING SERVICES		75,040.72

5700 - SPOKANE 311

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622226	78.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	610.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	2,748.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	4,104.07
TOTAL FOR 5700 - SPOKANE 311		7,540.55

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	301.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	1,725.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	2,535.63
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80156906	13,969.19
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		18,531.45

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	75.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80156791	1,298.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	252.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	369.78
TOTAL FOR 5800 - RISK MANAGEMENT FUND		1,994.94

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622358	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	260.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	417.12

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 752.80

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	31.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	45.86

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND 84.48

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156860	35,476.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	170.01
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156871	125,569.20
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80156783	368,279.27
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	839.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	1,184.75

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 531,518.71

5900 - FACILITIES MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR	LANDSCAPE/GROUNDS MAINT	

AND LANDSCAPE LLC	ACH PMT NO. - 80156744	1,549.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622358	617.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622372	3,719.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156903	5,529.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156688	380.03
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00622283	1,962.27

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS 13,757.37

5901 - ASSET MANAGEMENT FUND CAPITAL

CAMCO CONSTRUCTION INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80156748	29,336.78
HONEYWELL INTL FIRE/VIDEO/ ACCESS	COMMUNICATIONS EQUIPMENT CHECK NO. - 00622228	476,684.62
MOTOROLA SOLUTIONS INC	COMMUNICATIONS EQUIPMENT ACH PMT NO. - 80156823	2,008,868.95

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 2,514,890.35

5902 - PROPERTY ACQUISITION POLICE

C PRODUCTS DEFENSE INC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80156661	14,299.80
DANA SAFETY SUPPLY INC	IF CAPITAL COMMISSIONING ACH PMT NO. - 80156758	23,194.99
WA STATE DEPT OF REVENUE	WEAPONS/FIREARMS/SIGNALGUNS -	1,301.28

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE 38,796.07

5903 - PROPERTY ACQUISITION FIRE

DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80156666	44,540.66
DELL MARKETING LP	OPERATING SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80156666	1,665.35
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80156664	86,068.99

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		132,275.00

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622358	295.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622372	1,145.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156903	1,671.49

TOTAL FOR 6100 - RETIREMENT		3,112.28

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80156860	2,179.00
HOWARD J VIETZKE	SERVICE REIMBURSMENT	
	CHECK NO. - 00622253	744.77
JAMES T BURKE	SERVICE REIMBURSMENT	
	ACH PMT NO. - 80156731	211.94
LLOYD C WOLESLAGLE JR	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80156739	199.29
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80156783	6,944.26
ROBERT EBBIGHAUSEN	SERVICE REIMBURSEMENT	
	CHECK NO. - 00622243	691.00
RONALD PAYTON	SERVICE REIMBURSMENT	
	ACH PMT NO. - 80156736	33.00
TOMMY E JAMES	SERVICE REIMBURSEMENT	
C/O STACIE FLOYD	ACH PMT NO. - 80156733	6,905.75

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND 17,909.01

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156860	1,137.00
EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00622244	3,133.00
FLOYD FICK	SERVICE REIMBURSMENT ACH PMT NO. - 80156732	85.00
JAMES V JOHNSON	SERVICE REIMBURSMENT ACH PMT NO. - 80156735	52.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156783	5,973.17
REX OLSON	SERVICE REIMBURSMENT CHECK NO. - 00622250	166.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RICHARD JENNINGS	SERVICE REIMBURSMENT ACH PMT NO. - 80156734	7,100.00
ROBERT WALKER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156738	30.93
ROSAUERS PHARMACY	SERVICE REIMBURSMENT CHECK NO. - 00622251	257.34

TOTAL FOR 6300 - POLICE PENSION 17,934.63

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80156844	12,922.30
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00622352	731.80
DEPT OF HEALTH & SOCIAL SERVICES	DEPT OF SOCAIL & HEALTH SERV CHECK NO. - 00622355	50.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80156861	240.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80156864	30.00
HUMAN RESOURCES	HUMAN RESOURCES	

RE: PARKING FEES	CHECK NO. - 00622357	887.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00622358	396,006.89
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00622359	63,743.40
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00622360	115,178.58
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80156873	910.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80156874	60.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80156875	3,699.11
NORTH IDAHO CREDIT CORP c/o DECKER LAW FIRM	NORTH IDAHO CREDIT CORP CHECK NO. - 00622364	812.00
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00622366	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80156869	648.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00622367	333.72
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80156879	6,926.94
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80156879	21,369.88
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80156892	82,825.50
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80156892	2,322.74
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80156893	491.70
SPOKANE FIRE FIGHTERS BENEFIT TRUST	MEDFCH (EE) ACH PMT NO. - 80156892	874.66
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80156886	382.50
SPOKANE POLICE CHAPLAIN	POLICE CHAPLIN ASSOC	

ASSOCIATION	ACH PMT NO. - 80156887	6,063.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80156894	1,098.27
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80156889	21,060.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80156888	225.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80156898	690.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80156900	900.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80156896	9,774.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80156896	167.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80156896	2,004.60
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00622370	746.01
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00622371	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00622372	372,414.82

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00622372	1,060,909.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00622372	153,958.26
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80156903	640,336.87
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00622373	6,531.94
WA ESD BEN OVERPAYMENT	EMPLOYMENT SECURITY DEPT CHECK NO. - 00622356	168.44
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00622374	375.00
WA ST COUNCIL OF CITY & COUNTY	WA ST COUNCIL OF CITY&CO EMPL	

EMPLOYEES	ACH PMT NO. - 80156907	33,518.34
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00622375	16,558.52
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00622376	727,206.80
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO ACH PMT NO. - 80156909	345.50
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	3,766,518.46
	TOTAL CLAIMS	12,097,771.16

REPORT: PG3640 CITY OF SPOKANE DATE: 09/21/26
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL TIME: 08:02
USER: MANAGER PAGE: 1
RUN NO: 42

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,432.64		
00622226	AT&T MOBILITY	78.24		
00622227	CENTURYLINK	2,813.28		
00622228	HONEYWELL INTL FIRE/VIDEO/	476,684.62		
00622229	RAY HUMPHRIES	180.00		
00622230	INLAND TOWING	203.20		
00622231	LEVEL 3 FINANCING INC	3,699.91		
00622232	STEVE J MCKNELLY	180.00		
00622233	JESSE G MOLINA	1,323.14		
00622234	ROYCE SHIELDS LLC	260.00		
00622235	APPLIED CONCEPTS	4,274.54		
00622236	US BANK	11,843.00		
00622237	WILLIAM ALSEPT	2,700.00		
00622238	AT&T MOBILITY	566.22		
00622239	CENTURYLINK	1,277.82		
00622240	COMCAST	206.70		
00622241	COMCAST	3,947.73		
00622242	COMCAST	366.71		
00622243	ROBERT EBBIGHAUSEN	691.00		
00622244	EMPRES HOME CARE OF BELLINGH	3,133.00		
00622245	ALAN STEINOLFSON	676.26		
00622246	SHARON L FLETCHER	266.28		
00622247	BONNIE SHEPHERD	136.10		
00622248	CORVUS INVESTMENTS LLC	124.94		
00622249	CHERYL WISEMAN	174.47		
00622250	REX OLSON	166.19		
00622251	ROSAUERS PHARMACY	257.34		
00622252	SIEMENS ENERGY INC	8,933.13		
00622253	HOWARD J VIETZKE	744.77		
00622254	WA STATE DEPT OF LICENSING	46.00		
00622255	WA STATE DEPT OF REVENUE	2,464.87		
00622256	WASTE MANAGEMENT OF WA DBA	870.75		
00622257	OVERHEAD DOOR CORPORATION	3,169.36		
00622258	REMELISA CULLITAN		126.15	
00622260	DACIA D FROM		75.00	
00622262	NW FAIR HOUSING ALLIANCE	5,663.92		
00622263	NW FAIR HOUSING ALLIANCE	6,030.72		
00622264	PORAC LEGAL DEFENSE FUND	312.00		
00622265	CENTURYLINK	165.74		
00622266	NORFOLK IRON & METAL CO	316.10		
00622267	BRANDON L CRUME	120.00		
00622268	WATERCO OF THE PACIFIC NORTH	40.79		
00622269	DGT ENTERPRISES LLC	4,380.00		
00622270	KELLY HAACK	179.98		
00622271	COREY TRENT	195.53		
00622272	ESTATE OF EILEEN	163.26		
00622273	ESTATE OF NINA F YOUNG	584.61		
00622274	HUNTER INNOVATIONS LLC	15.37		
00622275	808 MISSION PROPERTIES LLC	240.52		
00622276	SHARON DESPAIN	142.26		
00622277	POINTE PEST CONTROL	207.29		
00622278	BLUE TRITON BRANDS INC	164.62		
00622279	QUADIENT FINANCE USA INC	395.05		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622280	SHAWN TUCKER	180.00		
00622281	UNITED RENTALS NW INC	1,273.19		
00622282	UNIVERSAL BOOT INC	3,347.16		
00622283	WALTER E NELSON CO	1,962.27		
00622284	DIG STUDIO INC			3,624.00
00622285	STATE OF WASHINGTON	150.00		
00622331	ACCESS UNLIMITED & SECURITY	4.97		
00622332	WATERCO OF THE PACIFIC NORTH	231.61		
00622333	ORKIN	247.38		
00622334	OVERHEAD DOOR CORPORATION	3,589.39		
00622335	CENTURYLINK			950.95
00622336	MARY CARPENTER			449.70
00622337	KATE GROH			59.00
00622338	WHITNEY HALSTROM			58.00
00622339	NASER IDREES			8.00
00622340	HEATHER RICCIARDO			14.50
00622341	ALICIA RIES			16.00
00622342	SARA WINDSHEIMER			79.00
00622343	PRINCESS MARIE ZIELGLER			35.80
00622344	WA STATE DEPT OF REVENUE			165,157.42
00622345	CAREER PATH SERVICES	3,837.97		
00622346	HIP OF SPOKANE COUNTY DBA	3,357.62		
00622347	FIRST AMERICAN TITLE INS CO	450.00		
00622348	SPOKANE REGIONAL HEALTH DIST	3,371.59		
00622349	AMERICAN PUBLIC WORKS	1,200.00		
00622350	AT&T MOBILITY	8,136.51		
00622351	CENTURYLINK	3,550.05		
00622352	CHILD SUPPORT SERVICES	731.80		
00622353	COMCAST	3,782.34		
00622354	WATERCO OF THE PACIFIC NORTH	89.62		
00622355	DEPT OF HEALTH & SOCIAL	50.00		
00622356	WA ESD BEN OVERPAYMENT	168.44		
00622357	HUMAN RESOURCES	887.50		
00622358	ICMA RETIREMENT TRUST 457	594,190.95		
00622359	ICMA RETIREMENT TRUST 457 LO	63,743.40		
00622360	ING LIFE INSURANCE & ANNUITY	179,753.47		
00622361	WILLIS LYNN GLANVILLE	185.00		
00622362	B.C PARKER INC	38.00		
00622363	GOOD TO GO	10.00		
00622364	NORTH IDAHO CREDIT CORP	812.00		
00622365	PACIFICA LAW GROUP LLP	3,656.00		
00622366	PEOPLE QUALIFIED COMMITTEE	5.00		
00622367	PRE-PAID LEGAL SERVICES INC	333.72		
00622368	SPOKANE COUNTY BAR ASSN	1,973.21		
00622369	SPOKANE POLICE DEPARTMENT	10.00		
00622370	STATE DISBURSMENT UNIT	746.01		
00622371	UNITED STATES TREASURY	12.50		

00622372	US BANK OR CITY TREASURER	2,111,660.42		
00622373	VOYA FINANCIAL LOAN REPAYMEN	6,531.94		
00622374	WA GET PROGRAM	375.00		
00622375	WA STATE SUPPORT REGISTRY OR	16,558.52		
00622376	WASHINGTON LEOFF	1,180,751.76		
00622377	DE LAGE LANDEN FINANCIAL SVC			766.02

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622378	HAJOCA CORPORATION			359.89
00622379	KELLER SUPPLY COMPANY			596.15
00622380	SCHYLLING INC			756.00
70003567	NORTHWEST INDUSTRIAL SERVICE	110.00		
70003568	AMERICAN RADIATOR INC	5,138.11		
70003569	CINTAS CORPORATION	797.58		
70003570	HARRINGTON INDUSTRIAL PLASTI	2,027.57		
70003571	POLYDYNE INC	26,462.21		
70003572	SPOKANE HOUSE OF HOSE INC	2,006.72		
70003573	TRAFFIC SAFETY SUPPLY INC	1,562.86		
70003574	NORTHWEST INDUSTRIAL SERVICE			330.00
70003575	CDW GOVERNMENT LLC	2,118.61		
70003576	ALASKA RUBBER GROUP INC	16.83		
70003577	CINTAS CORPORATION	1,448.72		
70003578	CONSOLIDATED SUPPLY CO	1,045.46		
70003579	GALLS LLC	4,076.42		
70003580	HUGHES FIRE EQUIPMENT INC	339.99		
70003581	KERSHAWS INC	692.79		
70003582	NORCO INC	1,406.13		
70003583	TITAN TRUCK EQUIPMENT	1,439.86		
70003584	CDW GOVERNMENT LLC	20,247.81		
70003585	HORIZON DISTRIBUTORS			659.04
70003586	HOTSY OF SPOKANE LLC	4,156.94		
70003587	NATIONAL COLOR GRAPHICS INC	1,123.73		
70003588	O'REILLY AUTOMOTIVE STORES I			48.48
70003589	ALASKA RUBBER GROUP INC			467.37
70003590	CINTAS CORPORATION	6,142.42		
70003591	COAXSHER INC	1,496.89		
70003592	O'REILLY AUTOMOTIVE STORES I			104.75
80156658	ACTION MATERIALS	1,910.36		
80156659	ALS LABORATORY GROUP	130.00		
80156660	AVISTA UTILITIES	19,849.09		
80156661	C PRODUCTS DEFENSE INC	14,299.80		
80156662	COPIERS NORTHWEST INC	212.31		
80156663	CORWIN OF SPOKANE LLC	1,294.30		
80156664	L N CURTIS & SONS	86,068.99		
80156665	DATEC INC	1,324.96		
80156666	DELL MARKETING LP	47,556.23		
80156667	DEVRIES INFORMATION MANAGEME	25.56		
80156668	DIVINES TOWING/DIV OF	162.56		
80156669	EUROFINS ENVIRONMENT TESTING	99.00		

80156670	EVERGREEN STATE TOWING LLC	406.40
80156671	FASTENAL CO	2,437.20
80156672	FEDERAL EXPRESS CORP/DBA FED	77.40
80156673	FIELD INSTRUMENTS & CONTROLS	2,812.36
80156674	GORLEY LOGISTICS LLC	61.25
80156675	W W GRAINGER INC	769.94
80156676	GRANITE TELECOMMUNICATIONS L	12,046.73
80156677	LOOMIS ARMORED US INC	944.81
80156678	NAPA AUTO PARTS	598.06
80156679	NELSON'S TOWING AND REPAIR/	243.84
80156680	OFFICE OF STATE AUDITOR	45,472.50
80156681	OXARC LLC	7,475.39

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156682	SHAMROCK MANUFACTURING INC	5,917.53		
80156683	SHERWIN WILLIAMS CO	74.43		
80156684	SHI CORP	159.15		
80156685	SPOKANE PUBLIC FACILITIES	561,898.30		
80156686	STERICYCLE INC	1,603.97		
80156687	TWO RIVERS TERMINAL LLC	8,703.51		
80156688	VERIZON WIRELESS	400.61		
80156689	VERIZON WIRELESS LERT B	75.00		
80156690	VERSATERM PUBLIC SAFETY US I	1,448.04		
80156691	VESTIS GROUP INC	955.53		
80156692	WA ST DEPT OF ENTERPRISE	1,500.00		
80156693	SHAMROCK AUTOMOTIVE	211.38		
80156694	ZACHARY PERSELLO	320.00		
80156695	JOHN TYLER	4,895.00		
80156696	ALSCO DIVISION OF ALSCO INC			142.64
80156697	APOLLO SHEET METAL INC DBA	934.45		
80156698	AVISTA UTILITIES		4,323.46	
80156699	CAMTEK INC			834.64
80156700	CATHOLIC CHARITIES	3,452.31		
80156701	COMPASSIONATE ADDICTION	14,779.94		
80156702	COPIERS NORTHWEST INC	4,203.10		
80156703	JIM'S TRANSFER INC DBA DEVRI	1,141.25		
80156704	FELTON FIRE SERVICE LLC	592.41		
80156705	FINLEY BUTTES LIMITED	192,155.72		
80156706	HELFRICH BROTHERS BOILER WOR	47,931.45		
80156707	INGRAM LIBRARY SERVICES LLC		1,069.47	
80156708	JEWELS HELPING HANDS	96,968.11		
80156709	KNIGHT CONSTRUCTION &	7,167.48		
80156710	LSB CONSULTING ENGINEERS PLL	223.14		
80156711	D P LUND COMPANY	6,326.75		
80156712	MCCOY POWER CONSULTANTS INC	8,100.00		
80156713	MCKINSTRY CO LLC	919.17		
80156714	MID CITY CONCERNS INC			1,543.75
80156715	MIDWEST TAPE		880.91	
80156716	NORTHEAST YOUTH CENTER			11,628.17

80156717	NW LANDSCAPE MAINTENANCE INC	3,397.38		
80156718	ONLINE CLEANING SERVICES	11,324.58		
80156719	OVERDRIVE INC		4,625.85	
80156720	PARTNERS WITH FAMILIES &	12,972.83		
80156721	BRANDSAFWAY SERVICES INC	19,935.16		
80156722	SENSKE PEST CONTROL	1,476.14		
80156723	SPOKANE NEIGHBORHOOD ACTION	23,845.36		
80156724	SPOKANE INT'L AIRPORT	435.60		
80156725	COWLES PUBLISHING COMPANY	194.33		
80156726	TRANSITIONS	24,238.00		
80156727	US POSTMASTER	100,000.00		
80156728	VESTIS GROUP INC	288.30		
80156729	WASHINGTON EQUIPMENT	11,150.02		
80156730	YWCA	16,876.23		
80156731	JAMES T BURKE	211.94		
80156732	FLOYD FICK	85.00		
80156733	TOMMY E JAMES	6,905.75		
80156734	RICHARD JENNINGS	7,100.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156735	JAMES V JOHNSON	52.00		
80156736	RONALD PAYTON	33.00		
80156737	JONATHAN ROSARIO		44.81	
80156738	ROBERT WALKER	30.93		
80156739	LLOYD C WOLESLAGLE JR	199.29		
80156740	ABSOLUTE DRUG TESTING LLC	5,864.40		
80156741	ALSC ARCHITECTS			37,270.00
80156742	ALSCO DIVISION OF ALSCO INC	333.66		880.44
80156743	AASHTO 2	1,325.00		
80156744	AMERICAN SPRINKLER REPAIR	1,549.22		
80156745	ARROW CONSTRUCTION SUPPLY IN	6,037.42		
80156746	BEACON SERVICE INC	1,245.89		
80156747	J&C CONSOLIDATED LLC	91,664.12		
80156748	CAMCO CONSTRUCTION INC	29,336.78		
80156749	CAMERON-REILLY LLC	93,902.29		
80156750	CATHOLIC CHARITIES	6,975.00		
80156751	COLEMAN OIL COMPANY LLC	54,970.33		
80156752	COLUMBIA RIVER CARBONATES	17,624.46		
80156753	COMPLETE OFFICE LLC	111.48		
80156754	COPIERS NORTHWEST INC	2,373.60		
80156755	COWLES PUBLISHING COMPANY	174.40		
80156756	CRITTER CONTROL OF GREATER	1,406.28		
80156757	CW NIELSEN MFG CORP	1,938.71		
80156758	DANA SAFETY SUPPLY INC	23,194.99		
80156759	DEVRIES INFORMATION MANAGEME	178.92		
80156760	EVERGREEN STATE TOWING LLC	24,872.19		
80156761	FASTENAL CO	491.28		
80156762	GORLEY LOGISTICS LLC	8.75		
80156763	FIRST COVENANT CHURCH	869.10		

80156764	FISHER SCIENTIFIC	8,861.13		
80156765	FRONTIER BEHAVIORAL HEALTH	16,076.33		
80156766	GORDON TRUCK CENTERS INC DBA	21,526.52		
80156767	W W GRAINGER INC	477.95		
80156768	HASA INC	15,147.42		
80156769	HONEYWELL ANALYTICS INC	1,263.00		
80156770	INDUSTRIAL WELDING CO INC	4,724.03		
80156771	INLAND INFRASTRUCTURE LLC	368,332.57		
80156772	INLAND POWER & LIGHT CO	216.58		
80156773	JEFF L ROGERS	589.02		
80156774	KBG DEVELOPMENTS LLC	22.26		
80156775	DUANE A LEOPARD	286.18		
80156776	LINN MACHINE & MFG	56,643.75		
80156777	LUTHERAN COMMUNITY SERVICES	8,638.32		
80156778	MEGA WASH LLC	6,004.70		
80156779	MIA - MUJERES IN ACTION	2,903.66		
80156780	MICHAEL TERRELL LANDSCAPE			8,373.00
80156781	PACWEST MACHINERY LLC	4,070.67		
80156782	POMP'S TIRE SERVICE INC	30,483.41		
80156783	PREMERA BLUE CROSS OR	381,196.70		
80156784	LEPS-PSS PLLC DBA	2,600.00		
80156785	SHARP SHOOTING INDOOR RANGE	439.66		
80156786	SHEA CARR & JEWELL INC			365.00
80156787	SPOKANE COUNTY FIRE DIST 10	56,680.17		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156788	SPOKANE COUNTY TREASURER	16,454.82		
80156789	SPOKANE POLICE CHAPLAINCY	551.60		
80156790	TC SHERRY & ASSOCIATES PS db			19,292.90
80156791	US BANK OR CITY TREASURER	1,298.03		
80156792	VERIZON WIRELESS	612.14		
80156793	YWCA	1,222.41		
80156794	BRENT CRAMER	197.60		
80156795	EDWARD JAMES NEAL	60.00		
80156796	SHELBY OLSON	249.00		
80156797	AIRGAS INC			206.02
80156798	ALSCO DIVISION OF ALSCO INC	13.36		
80156799	AVISTA UTILITIES	5,077.95		
80156800	BATTERY SYSTEMS INC			143.41
80156801	INDUSTRIAL SERVICES SOLUTION	6,372.25		
80156802	CAMTEK INC	9,309.51		
80156803	CATHOLIC CHARITIES	21,735.00		
80156804	CINTAS CORPORATION NO 2	859.35		
80156805	STEVE CONNER			20,235.16
80156806	COPIERS NORTHWEST INC	589.15		
80156807	COYLE OUTSIDE LLC			2,627.10
80156808	CREEK AT QUALCHAN GOLF COURS			15,387.42
80156809	ECOCHEM ANALYTICS INC	8,478.17		
80156810	EMERGENCY RESPONDERS HEALTH	200.00		

80156811	ENTERPRISE FM TRUST	6,079.09		
80156812	EUROFINS ENVIRONMENT TESTING	771.00		
80156813	EVERGREEN STATE TOWING LLC	1,061.55		
80156814	FAMILY PROMISE OF SPOKANE	58,196.34		
80156815	FERGUSON ENTERPRISES INC	3,849.21		
80156816	FRANCIS AVENUE HARDWARE	64.35		
80156817	MES I ACQUISITION INC	263.92		
80156818	HASA INC	30,832.07		
80156819	HEALTHCALL LLC	1,309.20		
80156820	HELFRICH BROTHERS BOILER WOR	15,651.00		
80156821	INLAND POWER & LIGHT CO	230.69		153.42
80156822	MORGAN STANLEY CAPITAL	55,103.95		
80156823	MOTOROLA SOLUTIONS INC	2,008,868.95		
80156824	CAR WASH PARTNERS LLC	392.00		
80156825	NALCO CO	2,802.74		
80156826	NOVUS AUTO GLASS	610.67		
80156827	PERFORMANCE SYSTEMS	1,951.27		
80156828	PLOWOPS INC	2,450.00		
80156829	POMP'S TIRE SERVICE INC	11,197.75		
80156830	PROFORMA			792.62
80156831	SANDBAGGERS CLUB LLC			15,605.66
80156832	SENSKE PEST CONTROL	3,419.26		
80156833	PEROVICH PARTNERS INC			199.07
80156834	T & T GOLF MANAGEMENT INC			20,751.83
80156835	TOBY'S BODY & FENDER INC	4,851.95		
80156836	TRANSMAP CORPORATION	7,625.60		
80156837	TY INC			303.75
80156838	UNITED STATES ELECTRIC CORP	9,841.91		
80156839	WILBUR ELLIS COMPANY			436.10
80156840	YFA CONNECTIONS	2,916.67		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156841	YWCA	14,484.70		
80156842	ROBERT L TYRRELL	120.00		
80156843	ACTION MATERIALS	157.71		
80156844	AFLAC/AMERICAN FAMILY LIFE	12,922.30		
80156845	ALS LABORATORY GROUP	115.00		
80156846	ATS INLAND NW LLC	12,976.37		
80156847	BL BEST INC			94.87
80156848	BRYAN CAVE LEIGHTON PAISNER	88,668.00		
80156849	CAMTEK INC			147.29
80156850	CATHOLIC CHARITIES	56,843.46		
80156851	COFFMAN ENGINEERS INC			4,111.50
80156852	COLEMAN OIL COMPANY LLC	21,830.06		
80156853	COLUMBIA ELECTRIC SUPPLY/DIV	5,553.50		
80156854	COLUMBIA RIVER CARBONATES	8,847.90		
80156855	COMPUNET INC	6,109.61		
80156856	COPIERS NORTHWEST INC	942.57		731.95
80156857	CORWIN OF SPOKANE LLC	2,239.52		

80156858	L N CURTIS & SONS	1,409.62		
80156859	DAY WIRELESS SYSTEMS/DIV OF	5,855.04		
80156860	DELTA DENTAL OF WASHINGTON	38,792.05		
80156861	DIGNITARY PROTECTION TEAM FU	240.00		
80156862	DW EXCAVATING INC	172,854.72		
80156863	EDGE CONSTRUCTION SUPPLY			240.02
80156864	EDU MEMBERSHIP FUND	30.00		
80156865	ELGA	34.73		
80156866	EMERGENCY RESPONDERS HEALTH	200.00		
80156867	GORLEY LOGISTICS LLC			61.25
80156868	FRANCIS AVENUE HARDWARE			73.73
80156869	POLICE GUILD LEGAL DEFENSE	648.00		
80156870	JEWELS HELPING HANDS	210,051.43		
80156871	KAISER FOUNDATION HEALTH PLA	125,569.20		
80156872	KEYSTONE LAWN & TREE CARE	3,258.82		
80156873	LT & CAPT ASSOCIATION - LTD	910.00		
80156874	LTS & CPTS LEGAL DEFENSE FUN	60.00		
80156875	M & P ASSOCIATION	3,699.11		
80156876	MARTIN LUTHER KING JR FAMILY			3,483.33
80156877	MCGUIRE BEARING CO			16.60
80156878	REXEL INC			23.85
80156879	REHN & ASSOCIATES	28,296.82		
80156880	SELLAND CONSTRUCTION INC	304,287.45		
80156881	SHERWIN WILLIAMS CO			297.55
80156882	SIMPLIFILE LC	2,179.72		
80156883	SINTO SENIOR CENTER			6,434.17
80156884	SOLID WASTE SYSTEMS INC	192,873.08		
80156885	SOUTHSIDE SENIOR & COMMUNITY			7,736.84
80156886	SPOKANE POLICE BENEFIT ASSOC	382.50		
80156887	SPOKANE POLICE CHAPLAIN	6,063.50		
80156888	SPOKANE POLICE K-9 MEMBERSHI	225.00		
80156889	SPOKANE POLICE GUILD LONG	21,060.00		
80156890	PEROVICH PARTNERS INC			227.25
80156891	SPOKANE COUNTY TITLE CO	574.96		
80156892	SPOKANE FIRE FIGHTERS BENEFI	86,022.90		
80156893	SPOKANE FIRE FIGHTERS BENEFI	491.70		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156894	SPOKANE POLICE GUILD FRATERN	1,098.27		
80156895	SPOKANE REGIONAL SPORTS	54,770.00		
80156896	STANDARD INSURANCE COMPANY	11,946.80		
80156897	STERICYCLE INC	1,082.45		
80156898	SPOKANE POLICE SWAT TEAM	690.00		
80156899	SYSTEMS AND SOFTWARE INC	4,664.03		
80156900	SPOKANE POLICE TACTICAL TEAM	900.00		
80156901	THE HUNTINGTON NATIONAL BANK			9,423.06
80156902	ULINE INC	290.24		
80156903	US BANK TRUST NA	1,280,673.74		
80156904	US DOSIMETRY TECHNOLOGY INC	123.08		

80156905	VESTIS GROUP INC	128.69		
80156906	VOLT MANAGEMENT CORP	13,969.19		
80156907	WA ST COUNCIL OF CITY & COUN	33,518.34		
80156908	WASHINGTON TRUST FOR HISTORI	90,282.58		
80156909	WSCCCE, AFSCME, AFL-CIO	345.50		
80156910	YWCA	5,106.36		
		12,894,826.64	11,145.65	364,815.43
			CITYWIDE TOTAL:	13,270,787.72

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	ORD C36942		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENDING THE PERMIT FEE DEFERRAL PROGRAM TO THE REBUILDING OF		

Agenda Wording

An ordinance extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

This ordinance allows the permit fee deferral provisions authorized by this Spokane Municipal Code Chapter 08.21 to be extended to provide regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires.

What impacts would the proposal have on historically excluded communities?

This ordinance provides regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires by allowing building permit fees to be deferred until a certificate of occupancy is issued.

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 Development Services Center records permit data. Demographic data is not collected through building permits.

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

The Development Services Center records permit data. The utilization of this program will be tracked by the Development Services Center.

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 existing Spokane Municipal Code Chapter 08.21.

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	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
tpalmquist@spokanecity.org	sgardner@spokanecity.org

ORDINANCE NO. C36942

An ordinance extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, permit deferrals, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, some affected property owners are already prepared to begin the rebuilding process and require immediate certainty about the code requirements that will apply to rebuilding; and

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. That there is adopted a new Section 08 21.090 to Chapter 08.21 of the Spokane Municipal Code to read as follows:

Section 08.21.090 Spokane Complex Fires Recovery

The permit fee deferral provisions authorized by this chapter shall be extended to provide regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the

validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. 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 that because of such need, this ordinance shall be effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City 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: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	ORD C36940		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	ARIELLE 509-564-5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – OPIOID FUNDING		

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 opioid settlement funding for a contract extension of the Navigation Center, and declaring an emergency.

Summary (Background)

Navigation Center extension amendment to 6/30/2027, which also extends site hours. This is a 3-month extension. Opioid Settlement funds are serving many individuals with current or risk for future opioid disorders at this location, particularly related to the expanded hours of care. Is this funding source sustainable for future years, months, etc? ?This funding is from a Opioid settlement fund and is to be utilized in association with the settlements requirements, which aligns with this request

What impacts would the proposal have on historically excluded communities?

The purpose of this special budget ordinance is to execute a amendment and extension to the Navigation Center Contract which is due to end /3/31/2027. This amendment will also extend the Centers Operating hours. The Navigation Center already serves our community's most vulnerable residents.

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 is collected through the City's HHS HMIS System.

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

Programs in HHS are reviewed regularly, and utilize the City's HHS HMIS System.

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 special budget ordinance aligns with the City's current utilization and need of the Navigation Center and looks to extend the contract through June 2027, to align with the new funding round set for July 2027. It will also extend the hours of operation, thus better serving the community and vulnerable populations.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $139,916
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $139,916	**#** 1555-19100-65410-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

This funding is from a Opioid settlement fund and is to be utilized in association with the settlement requirements, which aligns with this request.?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.	**MANAGEMENT &**	MILLER, JACOB
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

ORDINANCE NO C36940

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 OPIOID SETTLEMENT FUNDING FOR A CONTRACT EXTENSION OF THE NAVIGATION CENTER, 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 Opioid Response 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 Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $139,916.
A) Of the increased appropriation, $139,916 is provided solely for contractual services.

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 appropriate opioid settlement funds to extend the Navigation Center's operating contract and its expanded service hours through June 30, 2027, 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: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	8/30/2026		
Clerk's File #	RES 2026-0066		
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)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION AUTHORIZING PURCHASE OF PROPERTY BY SPOKANE		

Agenda Wording

JOINT RESOLUTION AUTHORIZING THE SPOKANE AIRPORT TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road).

Summary (Background)

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"). 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 by the airport. On August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 2026 ("PSA"), a copy of which is provided with the joint resolution as Exhibit A.

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?

This action is consistent with the joint operations agreement between the City of Spokane and 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.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on August 20, 2026

Fiscal Impact	
Approved in Current Year Budget?	
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			
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0066
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 24063.0104	)	

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 August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 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.

_____
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 AUGUST 20, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND NEDLOG INVESTMENTS, L.L.C.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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 NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company ("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, identified as Spokane County assessor tax parcel number 24063.0104 located generally 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 Five Thousand Four Hundred Dollars ($5,400.00) 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.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Five Hundred Forty Thousand Dollars ($540,000.00). 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 64.06.020; 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

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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 bargain and sale deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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 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 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.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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 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.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) All original Permits, to the extent assignable.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(5) A counterpart original of the Closing Statement.

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

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

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

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

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

(2) Record the Deed.

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

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

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

(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 six (6) months. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual knowledge of Martin Golden, Jr., Janis Northquist and Angela Mercer, collectively (the "Knowledge Representatives"), but with no duty of inquiry or investigation.

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 its 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 Organizational Status. Seller is a limited liability company, duly organized and validly existing under the laws of the state of Washington, and is the sole fee owner of the Property and has good and marketable title thereto.

7.5 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.

7.6 Seller's Performance. To the best of Seller's knowledge, 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.

7.7 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.

7.8 Environmental/Hazardous Substances. To the best of Seller's knowledge, without the duty of investigation or inquiry, no hazardous substances 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

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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, except as otherwise disclosed to the Buyer.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.9 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.

7.10 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).

7.11 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.

7.12 Knowledge Representatives. The Knowledge Representatives are the most knowledgeable persons 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

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months.

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.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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.

Initial DS Seller's Initials: Initial JEN Buyer's Initials: DSH

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; and/or (ii) bring an action for specific performance.

13. Brokerage. Seller is represented by Tim Kestell of Kiemle Hagood ("Seller's Broker") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Broker at Closing. Buyer has not utilized the services of a broker. Except for Seller's Broker identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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, and/or (ii) upon email transmission, 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:	Nedlog Investments, L.L.C. Attn: Janis K. Northquist 17924 40th Ave W., Lynnwood, WA, 98037 Email:djnorth6@hotmail.com

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

with a copy to:

Kiemle Hagood
Attn: Tim Kestell
601 W. Main Ave. Suite 400
Spokane, WA 99201
Email: tim.kestell@kiemlehagood.com

Angela Mercer
2512 S. Parkway Ave.
Battle Ground, WA 98604
Email: angiejmercer@gmail.com

Martin Golden Jr
15024 Monty Court
Lake Elsinore, CA 92530
Email: nedlogms@msn.com

If to Escrow Agent:

Spokane County Title
Attn: Keith Newell
1010 North Normandie, Suite 100
Spokane, Washington 99201
Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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, however, the original Buyer will remain liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

14.17 Execution and Delivery Deadline. The offer reflected in this Agreement shall remain open until 5:00 p.m. Pacific time on August 27, 2026. If both parties do not execute and deliver this Agreement by such time, the offer shall automatically expire without further action by either party.

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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 S. Haring
Its: Chief Executive Officer

Date: 8/20/26

SELLER:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

Signed by:
Janis Northquest
By: 059858B4E0B243C...
Name: Janis Northquest
Its: Registered Agent-Finance Manager

Date: 8/17/2026

DocuSigned by:
Angela Mercer
D726AC8F0AD442E...
Angela Mercer

Manager

8/17/2026

Signed by:
2CFA16587EE146C...
Martin Golden

Manager

8/17/2026

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

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:_____

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

EXHIBIT A
LEGAL DESCRIPTION

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

Address: Unassigned Address S. Hayford Road, Spokane County, Washington 99224

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

EXHIBIT B
BARGAIN AND SALE 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

BARGAIN AND SALE DEED

The Grantor, NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars ($10.00) in hand paid, bargains, sells, and conveys to 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 as:

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit A attached hereto.

[signature and acknowledgement page follows]

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

DATED this ___ day of _____, 202____.

GRANTOR:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

By:___*Exhibit – Do Not Execute*_____
Name:_____
Its:_____

STATE OF _____)

COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by _____ as _____ of NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company.

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]

Docusign Envelope ID: 02C6F273-C4E5-8E4F-80C9-6989D8AF9C25

Exhibit A
To Bargain and Sale Deed
Permitted Exceptions

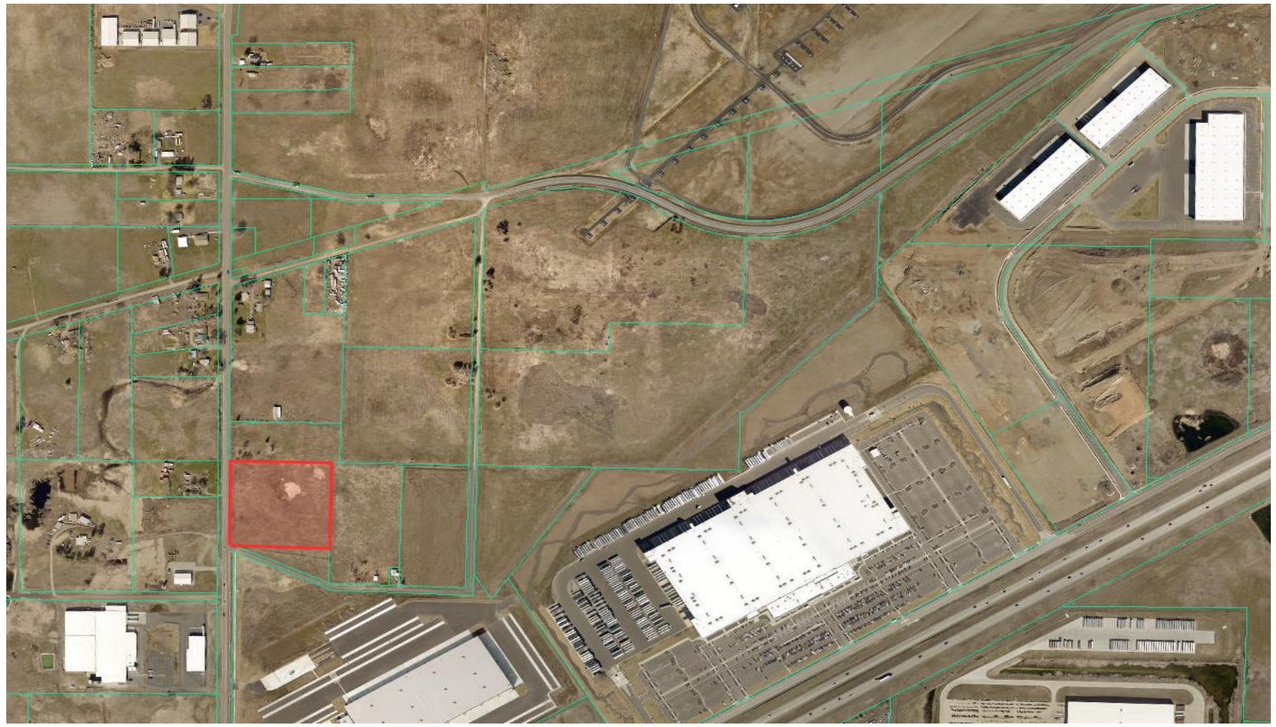
[To be inserted prior to closing]

Spokane
International Airport

Proposed Property Acquisition

August 2026

Nedlog Property



- The unimproved property is generally located at an unassigned address of 58XX S. Hayford Road, in unincorporated Spokane County
- Spokane County Tax Parcel: 24063.0104
- Parcel: 5.53 acres
- Fair Market Value determined by MAI Appraisal: $540,000 ($2.24 psf)
- Located within Airport Compatibility Zone (ACZ) 2 of the current primary runway
- Zoning: Light Industrial
  - Currently used as vacant land
- 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)*

5.53 acres/240,887 SF
FMV $540,000 ($2.24 psf)

Valbridge PROPERTY ADVISORS

NEDLOG LAND - SIA
SUMMARY OF SALIENT FACTS

Summary of Salient Facts

Property Name:	Nedlog Land - SIA
Address:	58XX S. Hayford Road Spokane, Spokane County, Washington 99224
Latitude & Longitude:	47.601027, -117.564000
Assessor's Parcel Number:	24063.0104
Property Rights Appraised:	Fee Simple
Zoning:	LI/ACZ-2, Light Industrial/Airport Control Zone 2
Site Size:	5.53 acres, (240,887 sf)
Property Type:	Industrial Land
Extraordinary Assumptions:	None.
Hypothetical Conditions:	None.
Highest and Best Use As Vacant:	Hold the property until water service is available. In the interim, the property could be used for general storage without extending water service.
Date of Inspection:	September 25, 2025
Date of Report:	October 1, 2025

Value Conclusions

Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	September 25, 2025
Value Conclusion	**$540,000**
	$2.25 psf

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Nedlog Land 58XX S Hayford Rd Spokane County, WA
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	October 1, 2025
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	December 31, 2025
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	25.204

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion	Reviewer's Conclusion
Fee Simple As Is:	September 25, 2025	$540,000	Reasonable

Property Summary

Nedlog – 5.53 acres of unimproved property

- Fair Market Value: $540,000 ($2.24 psf)
- Within Airport Compatibility Zone (ACZ) 2
- Zoned Light Industrial
  - Currently used as vacant land
- Clear title
- Phase I Environmental Assessment result – no concerns

Questions?

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/2/2026		
Clerk's File #	RES 2026-0067		
Cross Ref #			
Project #			
Submitting Dept	TRANSPORTATION &	**Bid #**	
Contact Name/Phone	JON SNYDER 5095071251	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ADOPTING TBD BUDGET ALLOCATIONS & PROJECTS		

Agenda Wording

A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028.

Summary (Background)

The Transportation Commission was created in 2024 by Ordinance C365717 to review and make recommendations for projects under consideration for TBD funding, replacing the Citizens Transportation Advisory Board established in 2011. The Commission made its first TBD program recommendations to the TBD Governing Board in 2025. This year the Commission made recommendations for a two-year cycle for street maintenance and sidewalk infill projects for 2027 and 2028 via Resolutions 2026-005 and 2026-006.

What impacts would the proposal have on historically excluded communities?

Transportation Commission reviewed the proposed project list and funds available and considered equity and safety amongst the three council districts.

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 local access streets are reviewed by the Street Department and Transportation Commission. Conditions and future construction are taken into consideration so that priority is afforded to ensuring safety for all communities.

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

Discussion and some movement of projects has been done so that the City can be assured the best use of funds and right-fit the solutions proposed.

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 functions of the Transportation Commission and City's street maintenance priorities, and benefits neighborhood safety.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

See budget information in resolution

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

Funding Source	Recurring
Funding Source Type	Select

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	MCDANIEL, ADAM		
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
nwhite@spokanecity.org	charris@spokanecity.org
kpicanco@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION NO. 2026-0067

A resolution adopting the allocations and project prioritization from the 2027-2028 Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C-34648 establishing the City of Spokane Transportation Benefit District ("District") codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with Chapter 36.73.015, SMC 8.16.060 established that the funds generated by the Transportation Benefit District shall be used specifically for annual improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities and programs set forth in the six year pavement maintenance program element of the Six Year Comprehensive Street Program, including the minimum allocation of ten percent of the generated revenue to implement pedestrian programs of the Six Year Comprehensive Street Program; and

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, on June 23, 2025, the City Council approved Resolution No. 2025-0045 adopting the 2026-2031 Six Year Comprehensive Street Program; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget; and

WHEREAS, via Resolutions 2026-005 and No 2026-006, the Transportation Commission voted to formally recommend the street maintenance and sidewalk projects in **Exhibit A** for construction in 2027 and 2028 at its July and August 2026 meetings; and

WHEREAS, the Transportation Commission Resolutions 2026-005 and 2026-006 were first presented to Spokane City Council at its September 9, 2026 Public Infrastructure, Environment, and Sustainability Committee meeting, and subsequently available for public review and comment at council meetings; and

WHEREAS, the City Council, acting in its capacity as the governing board for the Transportation Benefit District, and consistent with enabling provisions of state law and the Spokane Municipal Code, finds it to be in the best interest of the District to adopt budget allocations and project prioritization for 2027 and 2028 set forth by the Transportation Commission;

NOW, THEREFORE BE IT RESOLVED by the Spokane City Council, in its capacity as the governing board of the Spokane Transportation Benefit District, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization set forth in Exhibit A are approved for the 2027 and 2028 budget years for the applicable funds generated pursuant to Chapter 36.73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved projects: The revenue from the from the twenty dollar vehicle fee shall only be expended for transportation projects included within the annual improvements to operation, preservation, and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the six year pavement maintenance program element of the City's 2026-2031 Six Year Comprehensive Street Program adopted pursuant to Resolution No. 2025-0045 and specifically allocated pursuant to this resolution and Exhibit A.

Passed by the City Council this ____ day of _____, 2023.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A

2027-2028 Street Projects

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1	Chip Seal	Cincinnati/Dalton Et Al	$341,280
2027	1	Grind & Overlay	Gordon - Crestline to Cook	$403,433
2028	1	Grind & Overlay	Astor - Indiana to Montgomery	$704,843
2028	1	Grind & Overlay	Lidgerwood - Sharp to Mission	$471,467
2027	2	Chip Seal	9th Ave from Cannon to Maple Et Al	$426,236
2027	2	Grind & Overlay	Cowley - 13th to 12th	$56,333
2027	2	Grind & Overlay	26th - Garfield to Ivory	$338,624
2028	2	Chip Seal	35th from Freya to Havana Et Al	$808,600
2028	2	Grind & Overlay	Rebecca - 4th to Hartson	$259,740
2027	3	Grind & Overlay	Lincoln - F to 5 Mile	$202,800
2027	3	Chip Seal	Waverly/Park/Cleveland - Post to Division	$588,774
2028	3	Chip Seal	Washington Et Al - Buckeye to Euclid	$341,280
2028	3	Grind & Overlay	Braeburn/Midwick Et Al	$660,140

Exhibit A

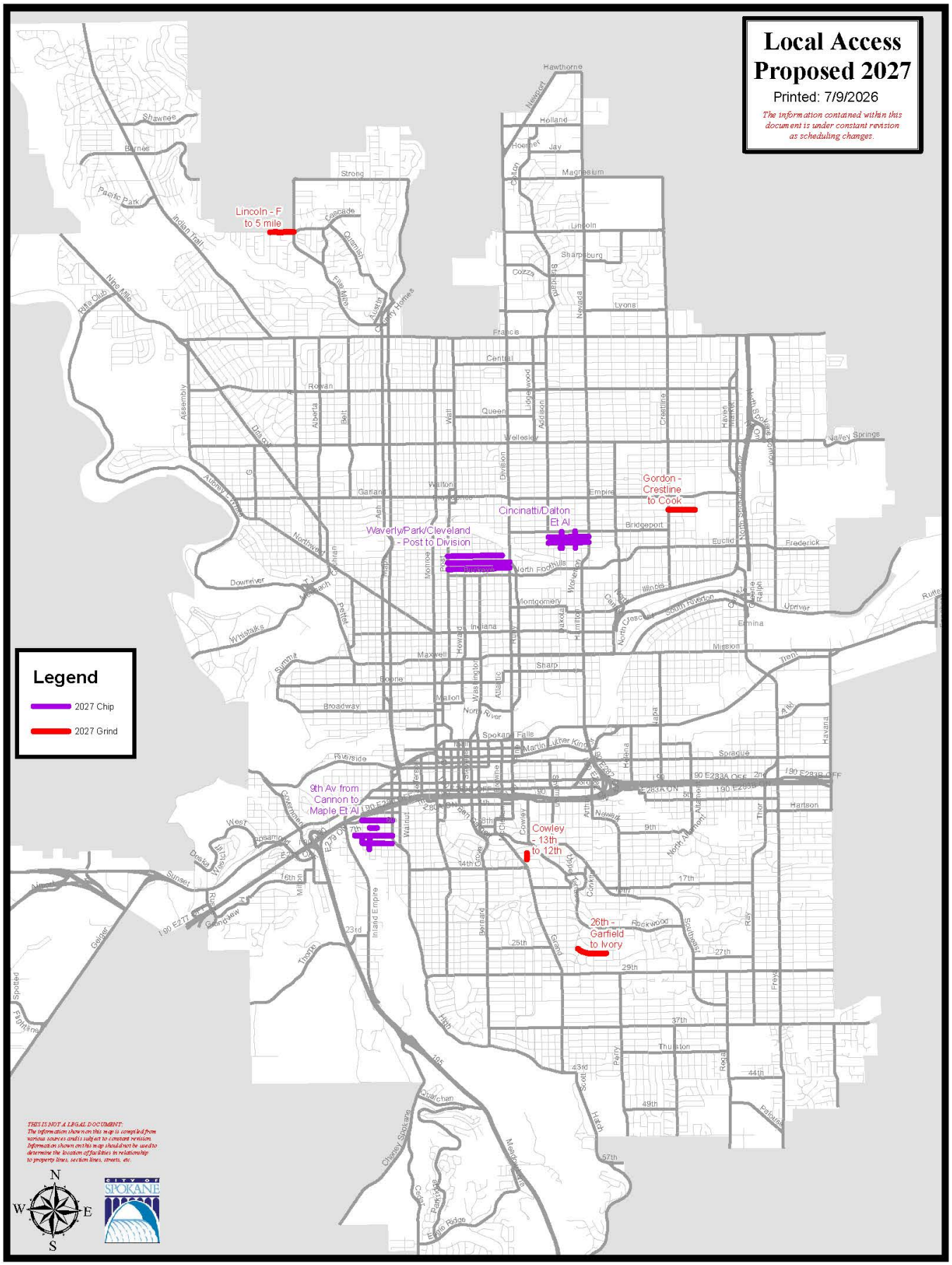
2027 – 2028 Sidewalk Projects

Proposed Year	Council District	Project Name	Project Cost
2027	2	11th Ave, Arthur St to Perry St	$230,000
2027	2	Pittsburg St, 34th Ave to 37th Ave (one side)	$170,000
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)	$180,000
2028	2	Arthur St, 38th Ave to 43rd Ave (one side)	$350,000

Local Access Proposed 2027

Printed: 7/9/2026

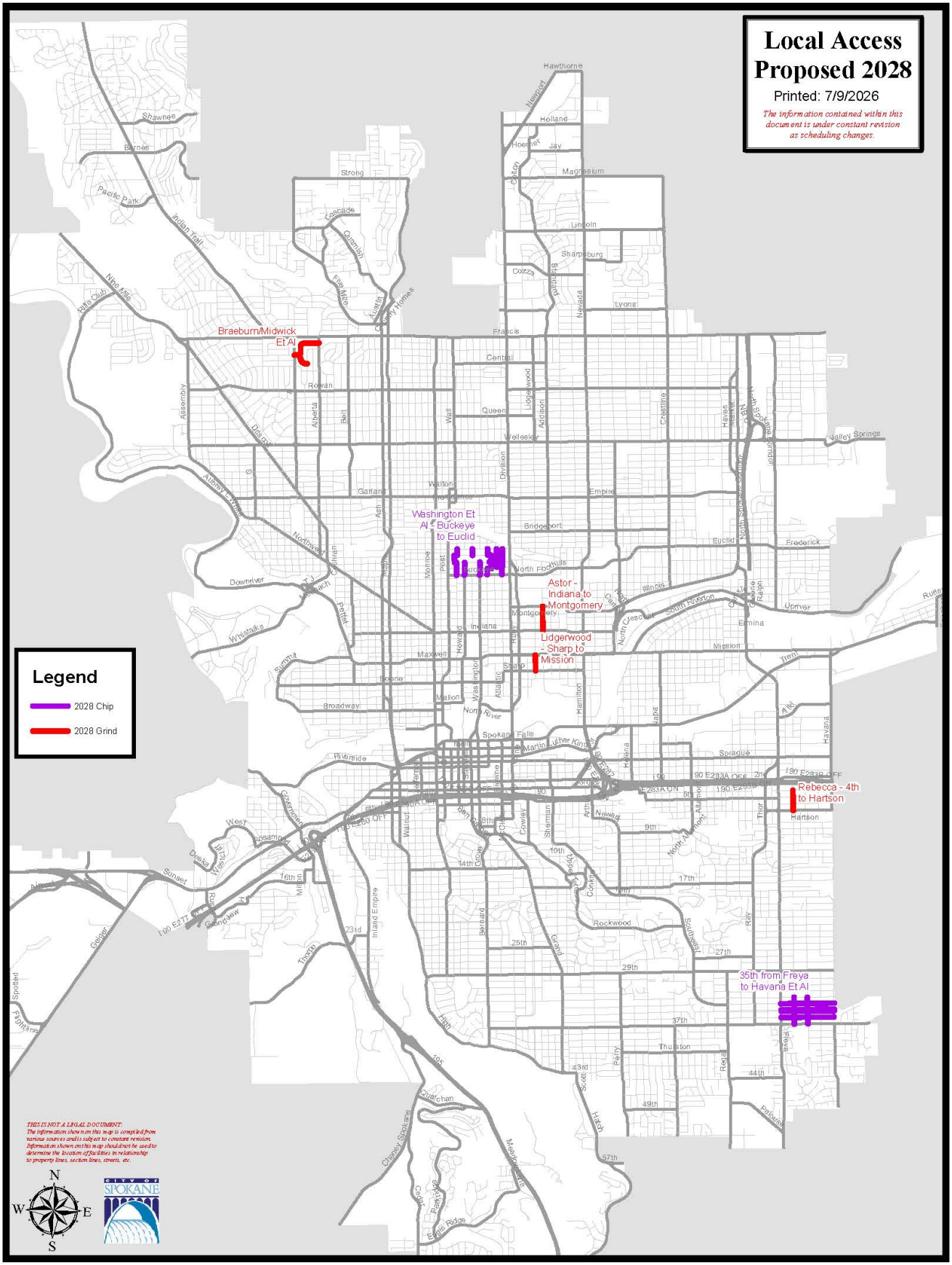
The information contained within this document is under constant revision as scheduling changes.



Local Access Proposed 2028

Printed: 7/9/2026

The information contained within this document is under constant revision as scheduling changes.



RESOLUTION 2026 – 005

A resolution establishing the 2027 and 2028 sidewalk projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed sidewalk project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the $20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

ADOPTED by the City of Spokane Transportation Commission by a vote of 8 Ayes & 0Nays on this 20th day of August, 2026.

Grant Shipley
Grant Shipley (Aug 21, 2025 22:46:20 PDT)

Grant Shipley, Transportation Commission President

Exhibit A

Proposed Year	Council District	Project Name
2027	2	11th Ave, Arthur St to Perry St
2027	2	Pittsburg St, 34th Ave to 37th Ave (one side)
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)
2028	2	Arthur St, 38th Ave to 43rd Ave (one side)

Transportation Commission Resolution 2026-005

Final Audit Report 2026-08-22

Created:	2026-08-21
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7ADjk866KQWaTskPa5srbDZqvAAHPdv5

"Transportation Commission Resolution 2026-005" History

Document created by Emily King (eking@spokanecity.org)
2026-08-21 - 5:02:56 PM GMT

Document emailed to Grant Shipley (gshipley@spokanecity.org) for signature
2026-08-21 - 5:03:00 PM GMT

Email viewed by Grant Shipley (gshipley@spokanecity.org)
2026-08-22 - 5:45:39 AM GMT

Document e-signed by Grant Shipley (gshipley@spokanecity.org)
Signature Date: 2026-08-22 - 5:46:20 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-22 - 5:46:20 AM GMT

Adobe Acrobat Sign

RESOLUTION 2026 – 006

A resolution establishing the 2027 and 2028 projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the $20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

Exhibit A

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1 - NE	Chip Seal	Cincinnati/Dalton Et Al	$341,280
2027	1 - NE	Grind & Overlay	Gordon - Crestline to Cook	$403,433
2028	1 - NE	Grind & Overlay	Astor - Indiana to Montgomery	$704,843
2028	1 - NE	Grind & Overlay	Lidgerwood - Sharp to Mission	$471,467
2027	2 - S	Chip Seal	9th Ave from Cannon to Maple Et Al	$426,236
2027	2 - S	Grind & Overlay	Cowley - 13th to 12th	$56,333
2027	2 - S	Grind & Overlay	26th - Garfield to Ivory	$338,624
2028	2 - S	Chip Seal	35th from Freya to Havana Et Al	$808,600
2028	2 - S	Grind & Overlay	Rebecca - 4th to Hartson	$259,740
2027	3 - NW	Grind & Overlay	Lincoln - F to 5 Mile	$202,800
2027	3 - NW	Chip Seal	Waverly/Park/Cleveland - Post to Division	$588,774
2028	3 - NW	Chip Seal	Washington Et Al - Buckeye to Euclid	$341,280
2028	3 - NW	Grind & Overlay	Braeburn/Midwick Et Al	$660,140

Passed by the Transportation Commission this 7th day of July, 2026.

_____, Grant Shipley, President

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/15/2026
Clerk's File #	RES 2026-0071
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	ALLISON ADAM 625-6383
Contact E-Mail	AADAM@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON MCATHCART PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION DECLARING MARKET CONDITIONS PROCUREMENT EXEMPTION

Agenda Wording

A resolution declaring market conditions exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the purposes of Pharmacy Benefit Management for the Human Resources department.

Summary (Background)

A resolution declaring market conditions exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the purposes of Pharmacy Benefit Management for the Human Resources department. Vendor contract and backup documents will be provided when received.

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 – service contract is not community facing, and is strictly for internal operation needs. Data collected for service contracts does not include specified criteria.

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

Contractor performance is reviewed during operational needs and invoice payment.

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?

Solicitation and contract conducted according to City policies, operational service items are not addressed in any plans identified above.

Council Subcommittee Review

not applicable

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ varies
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City is self insured, expenses are depended upon actual use.

Amount		**Budget Account**
Expense	$ varies	# 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	ADAM, ALLISON		
Division Director	ADAM, ALLISON		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
aadam@spokanecity.org	jnechanicky@spokanecity.org
mboston@spokanecity.org	cwahl@spokanecity.org
laga@spokanecity.org	

RESOLUTION NO. 2026-0071

A Resolution declaring that a special market condition does exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the pharmacy benefit management solutions.

WHEREAS, the increase to prescription drug costs has been identified as a cost driver impacting employee benefits and the City budget; and

WHEREAS, the nature of the pharmacy benefit management provider market renders competitive solicitations processes less effective; and

WHEREAS, the need for continued contractual coverage for prescription drugs is critical for city employees; and

WHEREAS, the current proposed opportunity has a limited time window to commit to; and

WHEREAS, in collaboration with consultants, and key stakeholders, the Human Resources department has identified an alternate provider that can help the City negotiate better prescription drug prices; and

WHEREAS, RCW 39.04.280 (1)(b) and SMC 07.06.170 (B) authorizes the City to waive the competitive bidding requirements for services involving special market conditions; and

WHEREAS, the City desires to enter a contract with Navitus Health Solutions, LLC ("Navitus") for pharmacy benefit management solutions; and

WHEREAS, The contract amount is not specified as the compensation is based on actual usage of services per the rates identified in the contract;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares that a market condition exists, and, pursuant to RCW 39.04.280(1)(b) and Section 07.06.170.B of the Spokane Municipal Code, waives competitive bidding requirements for the pharmacy benefit management solution; and

BE IT ALSO RESOLVED that the City Council authorizes the City and Human Resources department to enter into a contract with Navitus for the pharmacy benefit management solution, said contract to expire thirty-six (36) months from the date of execution, with options to renew pursuant to the contract terms.

Passed by the City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

This Pharmacy Benefit Management Services Agreement ("Agreement") is effective as of **January 1, 2027** (the "Effective Date") by and between **Navitus Health Solutions, LLC** ("Navitus"), and City of Spokane ("Client") for services to begin on January 1, 2027 (the "Go Live Date").

RECITALS

Whereas, Client provides its employees and their dependents with medical benefits including benefits for prescription drugs and certain devices and supplies dispensed by pharmacists; and

Whereas, Navitus provides its clients services in connection with the healthcare operations and payment of claims on behalf of their Plans; and

Whereas, Navitus provides its services using a zero-spread, transparent, full pass-through business model, where all of the discounts and rebates received from pharmacies and pharmaceutical manufacturers are provided to its clients; and

Whereas, Client and Navitus desire to establish this Agreement for the management of the pharmacy benefits sponsored by Client;

Now therefore, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Navitus and Client agree as follows:

Article I
DEFINITIONS

The terms below, including their single and plural forms, shall have the meanings set forth in this Article I:

340B Claim means a Claim(s) for which a drug manufacturer does not pay, disputes payment, or claws back payment of Rebates pursuant to (1) the terms of the contract between the GPO and drug manufacturer, or (2) the GPO's invoice submission to the drug manufacturer, based on the rationale that the Claim is for a Covered Drug dispensed under Section 340B of the Public Health Service Act to a Member, including without limitation, a Claim:

(i) submitted by 340B contracted pharmacies that adjudicate at a 340B price (i.e., at the price the 340B contracted pharmacy paid the manufacturer, wholesaler, or distributor for the Covered Drug);
(ii) submitted by 340B contracted pharmacies which are categorized as Type 39 in the NCPDP DataQ database;
(iii) identified by the submission of "20" in the "Submission Clarification Code" field; or
(iv) identified by the submission code of "08" in the "Basis of Cost Determination (423-DN)" field.

Account means a depository account maintained by Client at a federal or state chartered bank, savings and loan association or savings bank.

Actual and Direct Damages means damages that are the direct and proximate result of a party's breach of this Agreement, and expressly excludes any indirect, special, incidental, consequential, or punitive damages or lost profits, which are separately excluded under Section 7.05.

Average Wholesale Price or **AWP** means the "Average Wholesale Price" of a prescription drug published and updated by Medi-Span, or another nationally-recognized reporting service purchased or licensed by Navitus. Navitus will reference the actual eleven-digit (11- digit) National Drug Code ("NDC") to determine the actual AWP for the precise package size on the date the Covered Product is filled. Navitus will not repackage any Covered Product nor permit repackaging of any Covered Product.

Brand Covered Product or **Brand** means a Covered Product where the Medi-Span Multi-Source Indicator for the Covered Product reported by Medi-Span contains an "M" (co-branded product), "O" (originator brand) or an "N" (single source brand) for the Covered Product on the date dispensed except Covered Products with a Multi-Source Indicator of "O" where the Claim is submitted with a DAW code of "5" in which case it shall be considered a Generic Drug.

Business Associate means a person assisting a Covered Entity in connection with its payment, treatment or health care operations, as more fully defined in 45 CFR §160.103.

CFR means the Code of Federal Regulations.

Claim means: (a) a contractual payment request submitted by a pharmacy dispensing one or more prescription drugs and transmitted in accordance with the electronic transaction standards set forth in 45 CFR Parts 160, 162 and 164, as amended from time to time; or (b) a Direct Reimbursement Claim submitted by a Participating Pharmacy, another provider, a Member or such Member's representative in connection with one or more prescription drugs dispensed to such Member.

Coinsurance means that portion of the charge for Covered Products, calculated as a percentage of the charge, which is to be paid by Members pursuant to Client's Plan Guidelines (or for certain Participating Pharmacies, if less, the U&C of the Covered Products).

Confidential Information has the meaning given in Section 9.03 of this Agreement.

Contract Administrator, if any, means the person so indicated on the signature page below.

Coordination of Benefits means Claims administration when Members are covered by more than one pharmacy benefit plan.

Co-payment means a fixed dollar portion of the charge for Covered Products which is to be paid by Members pursuant to Client's Plan Guidelines (or for certain Participating Pharmacies, if less, the U&C of the Covered Products).

Covered Entity means a health plan, a health care clearinghouse or a health care provider, as more fully defined in 45 CFR §160.103.

Covered Products means those prescription drugs and ancillary devices and supplies that are covered under Client's Plan Guidelines.

Deductible means a predetermined amount of money that a Member must pay before benefits are eligible for payment as indicated in Client's Plan Guidelines. The deductible applies to each Member each contract year.

Direct Reimbursement Claim means a request for reimbursement for the cost of one or more Covered Products dispensed by a pharmacy and submitted by a Participating Pharmacy, a Non-Participating Pharmacy, or a Member in a pre-printed universal Claim form acceptable to Navitus

ERISA means the Employee Retirement Income Security Act of 1974, and regulations promulgated thereunder, as amended from time to time.

FDA means the United States Food and Drug Administration.

Formulary means the list of FDA-approved Covered Products developed by Navitus' Pharmacy and Therapeutics Committee, subject to Client's Plan Guidelines and coverage decisions.

Generic Covered Product or **Generic** means a Covered Product for which the Medi-Span Multi-Source Indicator for the Covered Product is a "Y" on the date dispensed. Claims submitted with a Multi-Source Code, as defined by Medi-Span, of "O" and also submitted with a DAW code of "5" shall also be considered a Generic Drug.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, as amended from time to time.

HIPAA Privacy Rule means the federal regulations related to the use and disclosure of patients' Protected Health Information under 45 CFR Parts 160, 162 and 164, as amended from time to time.

HIPAA Rules mean the medical records, privacy, security, and standard transaction regulations under 45 CFR Parts 160 and 164.

Inflation Protection Payment(s) means payments received by Navitus, if any, from a pharmaceutical manufacturer for the purpose of adjusting for year over year price inflation of the manufacturer's price to Navitus for Covered Products on which Rebates are paid; in accordance with and pursuant to applicable pharmaceutical manufacturer agreements.

Initial Term means the initial term of this Agreement as defined in Section 12.01 of this Agreement.

Mail Service Pharmacy means a pharmacy where prescriptions are primarily filled and delivered to Members via the United States Postal Service, United Parcel Service or other mail delivery service, and which has entered into an agreement with Navitus to dispense Covered Products as such.

Material Breach means a breach such that a reasonable person in the position of the non-breaching party would wish to terminate this agreement because of that breach.

Manufacturer Administrative Fees means administrative fees received by Navitus from pharmaceutical manufacturers or intermediaries, pursuant to a contract between Navitus and a drug manufacturer, to manage placement of Covered Products on Navitus' formulary in addition to administering, invoicing, allocating, and collecting Rebates that are attributable to Covered Products dispensed to Members.

Member means an individual who is eligible to receive benefits under Client's Plan as communicated to Client by Navitus.

Navitus Maximum Allowable Cost ("MAC") means the maximum allowable cost determined by Navitus and updated at least weekly based upon review and analysis of current pricing in the marketplace.

Non-Participating Pharmacy means a pharmacy that does not have an agreement with Navitus to dispense Covered Products to the Members receiving benefits under this Agreement.

Participating Pharmacy means a pharmacy, or a company authorized to represent one or more subsidiary, affiliated, or franchised pharmacies, which has entered into an agreement with Navitus to dispense Covered Products. For purposes of this Agreement, a "Participating Pharmacy" will not be considered a representative, subcontractor, or agent of Navitus and may include the Mail Service Pharmacy and the Specialty Pharmacy.

Pass-Through means that all Claims are invoiced to Client at the net amount Navitus pays the Participating Pharmacy for such Claims, and Rebates are provided to Client in accordance with Article IV, below, and Navitus does not retain any Rebates or any other direct financial benefits from drug manufacturers or pharmacies, and pays all such amounts to Client.

Plan means Client's insured or self-funded benefit plan, which provides pharmacy benefits to Members.

Plan Guidelines means a description of Client's Plan related to pharmacy benefits and limitations thereto, including the framework of policies, interpretations, rules, practices and procedures applicable to such benefits, required and signed by Client and submitted to Navitus. The Plan Guidelines shall not include any amendments except as provided in Section 3.02 of this Agreement.

PPACA means the Patient Protection and Affordable Care Act and the Health Care Education and Reconciliation Act of 2010 and their accompanying regulations, as amended from time to time.

Practitioner means a physician or other health care provider authorized to prescribe medication to Members.

Prior Authorization means a prospective review to verify that certain criteria required by Client are satisfied for specific Covered Products prior to processing the Claim for such Covered Products.

Protected Health Information or **PHI** has the meaning set forth in 45 CFR §164.501 and includes individually identifiable health information related to the physical or mental health or condition, the provision of health care, or the payment for the provision of health care to an Member or otherwise deemed confidential under federal or state law.

Rebates means rebates or discounts and all other pharmaceutical revenue, including but not limited to Manufacturer Administrative Fees and Inflation Protection Payments, received by Navitus pursuant to a contract with a pharmaceutical manufacturer, or intermediary (such as a group purchasing organization), and directly attributable to the Formulary and Covered Product utilization by Members. For clarification, Rebates do not include bona fide services fees received by pharmacies affiliated with Navitus.

Renewal Term means the time period as defined in Section 12.01 of this Agreement.

Requirements Document means a document mutually agreed to and executed by the Parties that specifies the terms of Client's data exchanges, communications, Formulary programs, drug coverages, clinical programs and products, and other services selected by Client, together with relevant protocols that must be rendered in connection with each service and a plan grid. The plan grid specifies the requirements of Client's Plan and configuration of system edits, including, but not limited to Copayment or Coinsurance structure, Deductibles, and out-of-pocket limits, accumulators, and pharmacy network information selected by Client.

Specialty Pharmaceuticals means those biotech and other Covered Products identified as specialty pharmaceuticals from time to time. A then-current list of Specialty Pharmaceuticals may be obtained at any time by contacting Navitus.

Specialty Pharmacy means a pharmacy that has entered into an agreement with Navitus and primarily dispenses Specialty Pharmaceuticals to Members.

Usual and Customary Price or **U&C** means the retail price charged by the dispensing Participating Pharmacy Location for a particular Prescription Drug in a cash or uninsured transaction, on the date such Prescription Drug is dispensed by such Participating Pharmacy Location, exclusive of: (i) sales tax; (ii) discounts claimed, and (iii) discounts provided for prescription drug savings card or other similar discounts claimed.
Wholesaler Acquisition Cost or **WAC** means the wholesaler acquisition cost pricing data for a given pharmaceutical product, as published by Medi-Span or another nationally recognized drug database reporting service used by Navitus.

Article II
NAVITUS' RESPONSIBILITIES

Section 2.01. General Description of Duties and Obligations. Navitus will process Claims, render clinical and Formulary services and provide Client standard management reports and consultative services, all in connection with Members' Covered Product utilization and as more fully set forth in this Agreement. In connection with these services, Navitus will evaluate the status and performance of Client's pharmacy benefit program and advise Client on a regular basis of the results of such evaluation.

Section 2.02. Implementation Services. Navitus will assign designated personnel to Client in order to implement the services provided under this Agreement in accordance with the timeframe agreed upon by the Parties and set forth in a Requirements Document provided by Client during the implementation phase. The Navitus implementation team will facilitate the implementation of all aspects of the Client pharmacy benefit program and will provide Client the following standard implementation services: (a) loading eligibility files that do not require conversion to be in Navitus' standard format; (b) encoding Client's Plan Guidelines within the Navitus information services and Claims processing systems; (c) creating and encoding Client's Plan Guidelines within the Participating Pharmacy network active in the Navitus system; (d) initiating for Client a standard reporting package, without modification, from Navitus' standard report library; (e) implementing standard Navitus system edits; (f) producing standard laminated identification cards with Navitus logo, or providing files to Client for production of a combined identification card by Client; (g) enabling Client's connectivity through a virtual private network or file transfer protocol to Navitus' system; (h) implementing standard Prior Authorization guidelines required by Client (when prior authorization services are purchased without customization); and (i) producing standard prior authorization letters, from Navitus' standard library (when prior authorization services are purchased without customization).

Section 2.03. Client Services. Navitus will designate an account management team to support Client, which will include the following : an account executive, an account manager and clinical account executive to direct Client's pharmacy benefit program following implementation. The account manager, assisted by pharmacists and other Navitus personnel, will respond to general inquiries and requests from Client's benefit group and will provide general support and consultative services related to Plan design, Covered Products utilization and charges, Participating Pharmacy network changes, Member communications, Formulary management and support, and financial inquiry support.

Section 2.04. Customer Service Call Centers. Navitus will maintain call centers, which will be accessible through a toll-free telephone line, responsible for responding to inquiries from Participating Pharmacies, other providers, and Members regarding the services provided by Navitus under this Agreement. Call center personnel will respond to questions related to eligibility of individuals, Plan Guidelines, Deductible status, Coinsurance and Co-payment levels, maximum benefit status, direct reimbursement, and in the case of Participating Pharmacies, online adjudication instruction. Navitus customer service will be available twenty-four hours a day, seven days a week, excluding Christmas Day and Thanksgiving Day Navitus reserves the right to change such hours of operation in the event of force majeure or changes to existing holiday

observances, and Navitus shall notify Client and the Participating Pharmacies prior to any such changes, provided that any such changes will comply with applicable law.

Section 2.05. Cardmember Materials. Navitus will provide and mail an identification card and welcome kit for each Cardmember at no charge, unless provided by a third party designated by Client or by Client directly. If Client elects to use a third party to provide the identification card or to provide it directly, the cost will be the responsibility of the Client. Navitus will also provide Direct Reimbursement Claim forms.

Section 2.06. Pharmacy Network. Navitus has created and will maintain a network of Participating Pharmacies that will perform pharmacy services for Members according to their Participating Pharmacy agreement. Although the composition of the Participating Pharmacy network may change due to the addition or withdrawal of specific Participating Pharmacies, Navitus will use commercially reasonable efforts to ensure that the network includes Participating Pharmacies such that the network will provide reasonable access and availability to the Members.

(a) Listing of Participating Pharmacies. Navitus will make available an up-to-date list of Participating Pharmacies in its network on-line via its website. In addition, Navitus shall make printed versions of the list of Participating Pharmacies or relevant portions of the list available upon request to Members through its Customers Service Call Center representatives.

(b) Mail Service. Upon Client's request, Navitus will provide Client a mail service program through which the Mail Service Pharmacy will fill prescriptions for Members and will mail such prescriptions to Members subject to the terms set forth in Exhibit 2.

(c) Specialty Pharmacy. Upon Client's request, Navitus will provide Client a Specialty Pharmaceutical program which provides a distribution channel for certain Covered Products that are generally biotechnological in nature, are given by injection, or otherwise require special handling. The Specialty Pharmacy will dispense Specialty Pharmaceuticals to Members subject to the terms set forth in Exhibit 2.

(d) Pharmacy Audits. Navitus shall maintain a pharmacy audit program, the criteria of which may be amended from time to time. The audit may be conducted by Navitus' internal auditors or its outside auditors at the Participating Pharmacy or at Navitus by a review of electronically submitted Claims. Any overpayments made to a Participating Pharmacy attributable to Client's Claims will be offset against future payments to that Participating Pharmacy or Non-Participating Pharmacy from Client's account. If offset is not available, then any overpayment recovered from the Participating Pharmacy will be promptly remitted to Client. Navitus will promptly use commercially reasonable efforts to recover any overpayment from a Participating Pharmacy or Non-Participating Pharmacy. Navitus will not be required to commence any litigation to recover any such overpayments if, in Navitus' reasonable discretion, it deems such actions not to be economically feasible. In addition, if Navitus commences litigation to recover such amounts, then all expenses incurred by Navitus with regard to such litigation may be offset against any amounts recovered.

Section 2.07. Claim Processing.

(a) General. Navitus will process Claims with dates of fill on or after the Go Live Date, through and including Claims with dates of fill prior to the termination of this Agreement. Navitus will process all Claims according to the Prescription Pricing Schedule in Exhibit 2, Client's Plan Guidelines and HIPAA-required transaction code sets. Notwithstanding the foregoing, if Client requests that Navitus encourage a pharmacy to become a Participating Pharmacy by offering such pharmacy reimbursement rates that exceed the rates set forth in Exhibit 2, then Navitus shall use such revised reimbursement rates for such pharmacy; provided, however, Navitus may refuse to add pharmacies to its network if they do not meet Navitus' minimum

credentialing criteria or are owned by, or under common control with, a direct competitor of Navitus. Navitus will review all contractual Claims transmitted by Participating Pharmacies and notify such providers on-line of the reason or reasons for denial of such Claims, including, but not limited to missing or erroneous information. Likewise, Navitus will report to submitting persons the status of all denied Direct Reimbursement Claims in accordance with applicable rules and regulations. Client will maintain an appeals process for review of Claims that have been denied by Navitus and appealed by an Member after such Member has exhausted available appeals processes maintained by Navitus. Subject to the terms and conditions herein, Client shall make the final determination regarding payment of all submitted Claims. Additionally, if Client notifies Navitus that a Member has a primary insurer other than the Plan, then Navitus will pay Claims for such Member as a secondary payor rather than as a primary payor. Navitus does not assume responsibility for establishing coordination of benefits filing order for subsequent coverages, nor responsibility for coordination of benefits investigational efforts, subrogation, or coordination with Worker's Compensation.

Client hereby delegates to Navitus the authority, responsibility and discretion to (i) determine eligibility and enrollment for coverage under the Plan according to the information provided by the Client; (ii) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on Claims for Plan Benefits;(iii) conduct a full and fair review of each Claim which has been denied as required by ERISA or other applicable law if ERISA does not govern; (iv) conduct the initial level of appeal determinations for all "Urgent Care," "Concurrent," "Pre-service," and "Post-service" Claims (as those terms are defined in ERISA) and notify the Member or the Member's authorized representative of its decision. Client shall conduct final level(s) of appeal determinations for all "Urgent Care," "Concurrent," "Pre-service," and "Post-service" Claims upon request by the Member following the initial appeal determination. Client will ensure that all summary plan description materials provided to Members reflect this delegation.

(b) Direct Member Reimbursement. Upon request, Navitus will provide a Member with a Navitus-approved Claim form that must be used when submitting a Claim for reimbursement for Covered Products provided by a Participating or Non-Participating Pharmacy. When such a Claim is submitted on the approved form, Navitus will process the Claim according to the Plan Guidelines and in the amount approved by the Client for payment. The Claim forms should be sent to: Navitus Health Solutions LLC, P.O. Box 999, Appleton, Wisconsin 54912-0999, or such other address designated by Navitus upon written notice.

Section 2.08. Collection of Deductible, Co-payment, or Coinsurance by Pharmacies. Navitus will contractually require Participating Pharmacies to collect from Members or their representatives the amount of any applicable Coinsurance, Co-payment, or Deductible communicated by the online adjudication processing system prior to providing such persons any Covered Products to which such Member is or may be entitled. Navitus also will contractually require Participating Pharmacies to agree not to recover from Members any unpaid balances due from Navitus and/or the Plan.

Section 2.09. Client Claims File. Navitus will provide Client with an electronic file in Navitus standard format of all paid Claims for the Client prescription drug program on a quarterly basis or such other time frame agreed upon by the parties. Such data may also be provided from time to time, at the request of Client, to a Client designee for purposes of assisting in the implementation and management of disease management programs or other programs desired by Client.

Section 2.10. Clinical and Other Services. Navitus will provide Client and its Members certain clinical and ancillary services to facilitate Members' appropriate utilization of Covered Products.

(a) Concurrent Drug Utilization Review. Navitus will provide concurrent on-line drug utilization review to Participating Pharmacies for all Claims submitted on-line. Participating

Pharmacies transmitting Claims will receive advisory messages identifying potential drug interactions and other circumstances, which may be indicative of inappropriate drug utilization.

(b) Retrospective Drug Utilization Review. Navitus will retrospectively review previously approved Claims for potential fraud or abuse, and clinical appropriateness. Navitus will analyze Members' drug profiles and review one or more specific therapeutic categories or issues. Automatic algorithms will be employed to identify Members receiving the profiling and targeted drug therapy. Navitus also will contact Practitioners and Participating Pharmacies as needed to discuss therapeutic issues and to offer suggestions for alternative therapy.

(c) Treatment Alternatives. Client agrees that consistent with the HIPAA Privacy Rule, Navitus may contact Members to provide refill reminders or information about treatment alternatives, including, but not limited to, Brand and Generic drugs, or other health-related benefits and services that may be of interest to such Members. In connection with these services, Navitus also may provide Participating Pharmacies and Practitioners information, electronic messaging, and communications about such alternatives and services. Client further agrees that Participating Pharmacies and Practitioners may contact Members regarding refill reminders or information about treatment alternatives, provided that such action is not inconsistent with applicable medical standards of care or any limitation imposed by applicable law.

(d) Prior Authorizations. Navitus will, as required by Client, confirm with Practitioners whether certain Covered Products are prescribed for medical conditions consistent with FDA-approved indications and labeling. In providing any or all such services, Navitus may rely upon information provided by the Member or such person's representative, the Practitioner, the dispensing pharmacist and other sources deemed reliable by Navitus. Navitus will not determine medical necessity or appropriateness of treatment, although Navitus may rely upon protocols established and maintained by its Pharmacy and Therapeutics Committee (consisting of pharmacists and physicians) based upon factors such as safety, availability, potential for misuse and cost in its review of Claims submitted for payment of such prescription drugs. The standard Navitus prior authorization list will be made available to Client along with Navitus-approved criteria for use. The standard Prior Authorization list may change from time to time based upon the clinical determination of the Navitus Pharmacy and Therapeutics Committee and such changes will be communicated in advance to Client. Any customization or additions to the standard Navitus Prior Authorization list may result in additional fees payable to Navitus by the Client. Navitus will notify Client of the anticipated amounts of such additional fees, which will be reasonably determined promptly following receipt of Client's request for such customizations or additions, and the parties will negotiate in good faith regarding changes to the list and any accompanying additional fees. Client acknowledges that Navitus may suspend processing of Claims for Covered Products subject to Prior Authorization in the event the Practitioner fails to provide missing information necessary for the processing of such Claims in compliance with such protocols.

(e) Formulary Management. Navitus shall provide a recommended drug formulary to Client. Client agrees to implement, administer, and cooperate with Navitus and to facilitate Members' utilization of the Formulary.

(f) Formulary Support Programs. Navitus will offer Client Formulary support programs intended to assist in the transition of Client's Members from their current drug utilization mix to a new mix of utilized products that are therapeutically equivalent and are better aligned with the Navitus Formulary.

(g) Treatment Decisions. Subject to Client's Plan Guidelines and the Prior Authorization process set forth in this Agreement, the decisions, in all circumstances, to prescribe and

dispense any prescription drug shall be made solely by the prescribing physician or health care provider and the dispensing pharmacist, respectively. A Participating Pharmacy will not be deemed to be a representative, subcontractor, or agent of Navitus or Client based solely on this Agreement.

(h) Ninety Day at Retail. Navitus will provide Client, should it so choose in Exhibit 2, a ninety (90) day at retail program through which retail pharmacies will fill prescriptions for Members subject to the terms set forth in Exhibit 2.

(i) Additional Services. In the event that Client requests Navitus to provide services other than those described herein including, but not limited to, special research projects, reports, consultative services (e.g., HIPAA compliance consultation), Navitus system changes to accommodate changes in Client's pharmacy program or system, or other tasks to be specifically performed for or on behalf of Client, Client shall pay to Navitus an additional charge as set forth in Exhibit 1 or as otherwise mutually agreed upon by the parties in writing before the services are provided.

Section 2.11 Cost Savings Programs.

(a) Access Guidance Services Program. For the fees set forth in Exhibit 1, Navitus will coordinate with Client, Participating Pharmacies, and Members to reduce the cost of drugs included in the program by utilizing manufacturer copay assistance, while properly managing the Member's cost. Members will be responsible for their Copayment amounts for drugs covered under the program after utilization of applicable manufacturer assistance. Navitus will use commercially reasonable efforts to coordinate with Participating Pharmacies and Members to enroll Members into applicable manufacturer copay programs along with other required activities. Navitus will provide Client with services under the program based on information received from Participating Pharmacies related to the Member's participation in the program. If manufacturer copay assistance cannot be used for any reason, then the Member's copay for that Specialty Drug will default to the Formulary's current copay tier structure. The program will only apply to drugs where manufacturer assistance is available and included in the program. Whether any particular drug is included in the program will be decided entirely by Navitus, in its sole discretion, and such decision may result from the manufacturer's terms and conditions of participation, the effect of participation on Rebate availability, the availability of the drug, and any other factors Navitus believes are pertinent at the time such decision is made. Navitus may add or remove specific drugs from the program, in its sole discretion, from time to time. Navitus will not provide services under the program with regard to other third-party payors who are not manufacturers of Covered Drugs. The program will also only include Claims related to Covered Drugs dispensed during the term of this Agreement.

(b) QALYiQ™ Program. For the fees set forth in Exhibit 1, this program covers certain Non-Essential Health Benefit Drugs (e.g., identified by drug, therapeutic or condition-specific categories) for which there is a separate cost share structure and no out-of-pocket maximum. Non-Essential Health Benefit Drugs means those Covered Drugs in certain therapeutic classes or condition-specific categories identified by Navitus as part of this program that are excluded from Essential Health Benefits defined under the ACA and/or state Essential Health Benefit benchmark plans. Non-Essential Health Benefit Drugs that are covered under this program are determined by a health economics review. For Non-Essential Health Benefit Drugs included in this program, Navitus will work with pharmaceutical manufacturers and other assistance programs in an effort to lower the Client's and the Member's cost share. Members who are prescribed Non-Essential Health Benefit Drugs will be required to enroll in the program, provided that the Member qualifies for any alternate funding or cost-savings programs. Navitus will use commercially reasonable efforts to coordinate with Members to facilitate the initial and ongoing enrollment into applicable alternate funding or other cost-sharing programs along with other required activities. In order to participate in the program, Members will be required to provide certain personal information in order to execute program services and

as required by the alternate funding program for enrollment, including, but not limited to: form W-2, social security number, and driver's license. Navitus will provide Client with services under the program based on information received from Client related to the Member's participation in the program.

(c) Savings Connect Program. The services provided under the Savings Connect Program will be provided to the extent permissible under applicable law. For the fees set forth in Exhibit 1, this program enables Client to provide Members with access to discount network pricing available through discount card sponsor(s) (i.e., GoodRx) within Members' funded pharmacy benefit, in addition to other discounts which may become available. Discount card sponsors participating in this program are subject to change. At the time a Participating Pharmacy submits a Member's Claim for a Covered Drug, a comparison between the funded benefit price and a discount card sponsor's network price is assessed to determine the lower price. If the Member Copayment or Coinsurance under the Plan is the lower price, the Claim is routed to Navitus and adjudicated accordingly. Alternatively, if a Discount Card Sponsor's network price is lower than the Member Copayment or Coinsurance under the Plan, the Claim is routed to the lowest cost discount card sponsor for adjudication, and Member will pay such discount card sponsor network price in full, with zero dollars due from the Plan. The Claim will adjudicate as a cash payment, and Claims data will be sent to Navitus.

(d) Biosimilar Value Program. This program provides savings for Client and Members by providing access to lowest net cost biosimilar drugs as they become available. Whether any particular Biosimilar Drug is included in the program will be decided by Navitus, which may be based on the manufacturer's terms and conditions of participation, the effect of participation on Rebate availability, the availability of the biosimilar drug, and any other factors Navitus believes are pertinent at the time such decision is made. Navitus may add or remove specific biosimilar drugs from the program, at its sole discretion, from time to time.

(e) Medically Administered Products (MAP) Formulary. The MAP Formulary assists Client with managing costs by adding some provider-administered drug coverage to the Client's pharmacy benefit. Provider-administered drugs have historically been more common to the medical benefit and are not included in standard pharmacy benefit management. The MAP Formulary applies solely to drugs defined by the Navitus Medically Administered Products Formulary; however, the Client may choose to carve out any, all, or select MAP Formulary drugs from their medical benefit to further promote use of the pharmacy benefit coverage ("Medical Carve Out Process"). The MAP Formulary includes the following: (a) channel management, (b) site of care coordination, (c) MAP Formulary Rebates, and (d) MAP Formulary Prior Authorization. To facilitate pharmacy benefit coverage under the MAP Formulary, Members may have to switch providers or receive their drug administration elsewhere. If Client participates in the Medical Carve Out Process, but allows for a coverage exception under the medical benefit, Client agrees that Navitus shall not be responsible for any impact to Stop-Loss Coverage that Client may experience.

(f) Client Communications about the Programs. Client shall provide Members with any required notifications about the treatment of drug manufacturer copay assistance under the Program and shall include a description of such treatment in any Plan Guidelines, summary plan descriptions, Plan benefit information, and policy documents to the extent required in order to provide Eligible Persons with information about their benefits under the Plan.

(g) Indemnification; Allocation of Risks for Cost Savings Programs. For the Cost Savings Programs provided under this Agreement, Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits, including but not limited to those arising as a result of: (i) actions brought by or on behalf of any Members or other third parties related to or arising out of participation in these programs, including the treatment of manufacturer payments as set forth in Section

2.11(a) and including any tax liability; and (ii) any failure by Client to provide the required notifications to Members identified under Section 2.11(f). Additionally, in the event the services provided under Access Guidance Services adversely impact the amount of Rebates Client receives, Navitus will not be deemed to have failed to meet any applicable guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Access Guidance Services. If, as a result of Client's participation in Access Guidance Services, Navitus is required to repay any Rebates that Client has been paid under this Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreement and Client's participation in Access Guidance Services), the Client shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required. Navitus disclaims any representations or warranties that Client's use of Access Guidance Services for Members with a high deductible health plan and associated health savings account will satisfy or ensure compliance with any legal obligations or laws or regulations.

(h) No Warranty for Cost Savings Programs. Client understands that the Cost Savings Programs may contain errors and are provided "as is" without warranty of any kind, whether express, implied, statutory or otherwise. Client acknowledges that it has not relied upon any representation or warranty made by Navitus, or another person on Navitus' behalf, except as may be provided herein.

Section 2.12. Eligibility and Claim Files. Navitus will establish and maintain Claim and eligibility files related to Members and their Covered Product utilization. Maintenance of eligibility files (additions, terminations and updates) will be performed within two business days of Navitus' receipt of Client's submission of such additions, terminations, and updates to files, provided that the information received from Client conforms with the specifications for such information reasonably requested by Navitus. Until expiration of such time period, Client will remain responsible for all Claims submitted on behalf of such affected individuals.

Section 2.13. Core Reports. Navitus shall prepare and deliver to Client core reports no later than 30 days from the close of the month or quarter, as applicable. Client will receive Navitus' Standard Report Package. "Navitus Standard Report Package" will include reports and data files generally available to Navitus' clients, with information necessary for Client to manage and oversee its Plan. Additional or customized reports shall incur costs to Client as described in Exhibit 1. Upon receipt of Client's request for an ad hoc report, the parties will negotiate in good faith to agree on a due date for such ad hoc report.

Section 2.14. Fraud, Waste and Abuse. Navitus maintains a program to prevent, detect, and correct instances of fraud, waste, and abuse. Navitus evaluates Claims activity and patterns for Practitioners and Participating and Non-Participating Pharmacies for compliance with rules and regulations and adherence to Navitus standards. Where Navitus determines a potential or actual risk of non-compliance or non-adherence to Navitus standards or applicable law, Navitus may terminate Navitus' relationship with such entity, discontinue Claims processing, or apply other edits to Claims submitted, ordered, or prescribed by such entity to reduce or eliminate risk. Client may terminate its relationship with a Participating Pharmacy for medical services (ie DME, or other relationship) without affecting Participating Pharmacy's participation in Client's network.

Article III
CLIENT RESPONSIBILITIES

Section 3.01. Plan and Other Information. Client agrees to provide Navitus all information reasonably required by Navitus to fulfill its duties and obligations under this Agreement, including execution of a Requirements Document during the implementation phase (as amended throughout the term of the Agreement as necessary) in the time frame agreed upon by the Parties. Client agrees to review and analyze

information provided by Navitus in a timely fashion and notify Navitus of any errors or omissions. Client represents and warrants that all information provided shall be true, accurate and complete and consistent with the Plan benefits available to Members. Navitus may rely on all information provided by Client in providing services hereunder.

Section 3.02. Plan Guidelines. Client represents and warrants that its Plan Guidelines are true, accurate and complete descriptions of the pharmacy benefits available to Members and acknowledges its status as the plan administrator for purposes of this Agreement. Client shall retain its discretionary authority to manage, control and interpret its Plan and may, at any time, alter or amend the Plan Guidelines, provided, Client notifies Navitus in writing of all such changes not less than 30 days prior to the implementation date ("Plan Change Implementation Date") of any such changes requested by Client. Navitus will advise Client of the anticipated implementation dates of the proposed benefit changes, and the benefits that are implemented shall be deemed incorporated into this Agreement as of the date of implementation. Prior to the Plan Change Implementation Date, Client shall execute an amended and revised Requirements Document memorializing such changes to any previously executed Requirements Document(s). Charges, as agreed upon by Navitus and Client in writing, for programming to implement any customized edits shall be borne by Client unless otherwise agreed by the parties. If Client modifies its Plan Guidelines in a manner that materially affects Navitus' duties, obligations or cost of performance under this Agreement, then at the request of Navitus, the parties will work toward a mutually acceptable modification of this Agreement, including, but not limited to, adjustments to the administrative charges in Exhibit 1 or the Prescription Pricing Schedule in Exhibit 2 of this Agreement. If Client and Navitus are unable to agree upon mutually acceptable modifications of this Agreement, then a final and binding decision on the modifications shall be made by a third party acceptable to both parties.

Section 3.03. Eligibility. Client represents that each individual's eligibility for benefits is determined by reference to criteria in its Plan. Client will provide Navitus eligibility information identifying each individual eligible for pharmacy benefits under Client's Plan. Such information shall include all information identified by Navitus so as to enable Navitus to process Claims in accordance with HIPAA and shall be provided in a mutually acceptable format. Client will provide Navitus regular updates of subsequent changes in enrollment, including, but not limited to, changes in eligibility status, additions and deletions of Members, and termination of benefits, together with the effective date of any such changes if such changes occur after the Effective Date. If Client retroactively changes an Member's status under the Plan, Client shall be responsible for payment of all Claims related to such Member that are processed prior to Navitus processing the notification of the retroactive termination.

Section 3.04. Member Authorizations and Consents. Client represents and warrants that it has or shall obtain the Members' consents and authorizations if required for the services provided in connection with this Agreement and for Protected Health Information to be released to Client if so required.

Section 3.05. Contract Administrator. If Client appoints a Contract Administrator, Client represents and warrants that the Contract Administrator is and shall be authorized to act as Client's agent and representative on any and all matters in connection with this Agreement, including, but not limited to (a) additions, deletions, and modifications of eligibility listings provided to Navitus; (b) payment to Navitus of Claims, services and fees; (c) plan design and coverage decisions; and (d) the provision and receipt of contractually required or permitted notices. Client acknowledges and agrees that Navitus shall be entitled to rely upon any and all such acts and omissions by Contract Administrator and, further, that any and all such acts and omissions shall be binding upon Client.

Article IV
FORMULARY PROGRAM AND REBATES

Section 4.01. Cooperation. Client agrees to approve the Formulary and to allow Navitus to communicate with, and make available, Formulary-related literature to, Participating Pharmacies, Practitioners and Members. Client agrees to cooperate with Navitus in the maintenance of the Formulary and to facilitate Members' utilization of the Formulary. Navitus may modify the Formulary from time to time subject to Client's advanced written approval, as a result of factors described above and when new therapeutic agents become available. Final decisions on the Formulary for Client's plan shall be made by Client.

Section 4.02. Rebate Submissions. Client further agrees that, consistent with the HIPAA Privacy Rule, Navitus will submit Members' Protected Health Information to pharmaceutical manufacturers in exchange for Rebates. Client acknowledges that Rebates are intended to be paid only once by manufacturers on Covered Product utilization and agrees not to participate in any other formulary, Rebate or discount program related to Covered Product utilization by Members in connection with this Agreement. Client agrees that if any manufacturer's audit reveals that Client has submitted Covered Product utilization in a duplicitous manner to pharmaceutical manufacturers for purposes of Rebates or calculating Rebates, then Client shall be solely responsible for the reimbursement of any Rebates improperly made based on such utilization and Navitus may terminate Client's participation in the Rebate program.

Section 4.03. Rebate Calculations. Navitus will pass-through 100% of Rebates received, provided however such Rebates are attributable to Client's Members' utilization of Covered Products. For avoidance of doubt, Navitus will not pass-through Rebates for which the Client is not eligible, or if any such Rebate is not attributable to Client's Members' utilization (i.e., another client's rebate dollars). The parties acknowledge that Rebates received may be impacted by Client's pharmacy utilization and Formulary or other utilization management criteria requirements established by pharmaceutical manufacturers. Any Claims for which Navitus is unable to submit and collect Rebates (e.g. 340B, GPO pricing, hospital or government pharmacies), including any Claims that may qualify for Rebates under any government program (e.g. Managed Medicaid Rebate discounts), are not eligible for Rebates. Claims submitted to Navitus directly by Members may not be eligible for Rebates. Client acknowledges that its eligibility to receive payments for Rebates may change over time due to changes in laws governing prescription drug pricing (including Rebates), or changes in Navitus' contracts with pharmaceutical manufacturers.

Section 4.04. Payment of Rebates. Navitus will pay Client Rebates on a Pass-Through basis. Navitus' payment to Client for Rebates will be on a quarterly basis and will include Client's portion of any Rebates collected and validated for accuracy during the applicable three (3) month period. Navitus agrees to pay Client its portion of received Rebates within one hundred twenty (120) days following the end of each calendar quarter in which such amounts are received, after final audit and validation of accuracy. Client acknowledges and agrees that it will not have a right to interest on any Rebate payments received by Navitus, or to other manufacturer monies received by Navitus and not directly attributable to Covered Product utilization of Members. Amounts due and owing Client in connection with such Rebates may be offset by Navitus against Client's overdue, outstanding balances**.** Client agrees that Navitus shall not have any liability or obligation to Client or its Members for any failure by any manufacturer to pay any Rebates, , any breach of an agreement related to the transactions contemplated by this Agreement by any manufacturer, or any negligence or willful misconduct of any manufacturer. After termination of the Agreement, Navitus may withhold a percentage of Client's Rebates using Navitus' reasonable judgment considering Client's utilization and exclusion Claim history. Such amounts will be used solely to pay any amounts required to be repaid by manufacturers, directly or indirectly, by the GPO and 100% of all eligible Rebates received by Navitus will be passed through to Client after such time.

Section 4.05. Group Purchasing Organization (GPO). Navitus will hold a limited number of direct Rebate contracts with pharmaceutical manufacturers. The majority of Rebate contracts with pharmaceutical manufacturers will be held through our GPO partner. Navitus will perform an annual Rebate audit of the GPO partner which will be inclusive of the Client's utilization. Navitus will make available any applicable GPO audit finding. Client will be able to audit Navitus' Rebate information allowing Client to confirm that: i) 100% of all Rebates, manufacturer administration fees, and price protection received by Navitus were fully passed through to Client, ii) Rebates were invoiced and paid correctly, and iii) Rebate metric guarantees, if any, were met and calculated per the terms of this Agreement. Navitus will cooperate in good faith to obtain information from the GPO to the extent practicable under Navitus contract terms with the GPO.

Article V
COMPENSATION; CLAIMS BILLINGS AND PAYMENTS

Section 5.01. Compensation. Client acknowledges that it has had an opportunity to review Navitus' qualifications and services in relation to the marketplace and Client's Covered Product expenditures and has determined the reasonableness of Navitus' compensation in connection with the services provided under this Agreement. Client further acknowledges and agrees that Navitus, and third parties contracted to Navitus, may retain interest earnings not in excess of market rates pending clearance of electronic transfers and checks in connection with the payment of Covered Product Claims under this Agreement.

Section 5.02. Payments to Navitus. Client agrees to pay Navitus the administrative charges as set forth in Exhibit 1 to this Agreement. Client also agrees to fund the payment of Covered Product Claims in accordance with the Prescription Pricing Schedule in Exhibit 2 to this Agreement and all applicable gross receipts, provider, sales, use and similar taxes. Client assumes all financial responsibility for funding the payment of Covered Product Claims submitted to Navitus with regard to Client's Members, whether by Participating Pharmacies or Members. Navitus will invoice Client for Claims at the amount Navitus pays for those Claims.

(a) Timing of Payment. For Covered Product Claims, Navitus will submit weekly invoices to Client , and Client agrees to pay Navitus for amounts owed thereunder within five (5) business days after the date of invoice. For Administrative Fees, Navitus will submit invoices to Client on a monthly basis, and Client agrees to pay Navitus within thirty (30) days of the date of invoice. Alternatively, upon Client's request and Navitus' consent, Client may advance to, and maintain with, Navitus an amount equal to the sum of one month's estimated Covered Product Claims and one month's estimated administrative charges (or such other amount agreed upon by the parties) not later than 15 days prior to the Go Live Date. If Client maintains such an amount with Navitus, payment in full will be due 15 days after the date of invoice. Client agrees that Navitus may retain any interest on these advances.

(b) Payment Methodology. The parties will cooperate in good faith to establish a mutually agreed upon methodology for ACH transfers related to payments as identified by Client during implementation of the services hereunder where Navitus will initiate ACH transfers from Client's account to Navitus when due. Client shall be solely responsible for depositing funds and verifying that the account has sufficient funds to pay Covered Product Claims and Navitus' administrative charges.

Client acknowledges and agrees that Navitus' account(s) into which money from Client's bank account is transferred may contain money from one or more other clients that have engaged Navitus to provide administrative services and further agrees that once such money is withdrawn from Client's Account, it is no longer a Plan asset. Client agrees that Navitus may retain any interest on these advances.

Section 5.03. Failure to Make Funds Available. In the event that for any reason funds are not available on the date due, and Client fails to provide the required funds within five business day after that failure is brought to the attention of Client, Navitus may cease providing services hereunder and provide notice of such cessation

of services to Participating Pharmacies and Members. Additionally, Navitus will have the right to offset any unpaid amounts against any amounts owed to Client by Navitus, or any entity affiliated with Navitus. The rights and remedies set forth in this Section are in addition to other rights and remedies available to Navitus under law or in equity. If Client does not remedy its failure to make payment within thirty (30) days of notice, then Navitus may terminate this Agreement upon notice to Client. For purposes of clarification, Navitus will use commercially reasonable efforts to notify Client and find a mutually agreeable resolution prior to any cessation of Services or termination.

Section 5.04. Collections; Interest. Client shall be responsible for all costs and expenses of collection of amounts due from Client to Navitus, and enforcement of judgments, and agrees to reimburse Navitus for such costs and expenses, including reasonable attorneys' fees. Any amounts not paid by the due date thereof shall bear the interest rate of 18% per annum; however, this interest rate shall not exceed the maximum rate allowed by applicable laws. The rights and remedies set forth in this paragraph are in addition to other rights and remedies available to Navitus under law or in equity.

Article VI
TERMINATION

Section 6.01. Mutual Agreement. This Agreement may be terminated at any time by mutual written consent of the parties. Client may terminate this Agreement for convenience by providing at least 90 days' prior written notice to Navitus; provided, however, the effective date of termination of the Agreement shall not occur prior to the first anniversary of the Go Live Date. If Client terminates this Agreement for convenience prior to the first anniversary from the Go Live Date, then Client shall pay Navitus an early termination fee equal to the number of Members invoiced in the last full month prior to the date of termination multiplied by the administrative fee as set forth in Exhibit 1 multiplied by the remaining number of months or portions thereof left in the term at the time of such termination and such other amounts as required to reach mutual agreement regarding termination.

Section 6.02. For Cause.

(a) Either Client or Navitus may terminate this Agreement, at any time, upon not less than sixty (60) days' written notice if: (1) the other party makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy or is adjudged to be insolvent or bankrupt, or a receiver or trustee is appointed for any portion of its property; or (2) the other party commits a Material Breach of this Agreement, unless the breach is cured prior to the expiration of such notice; or (3) a change in law occurs, as provided in Section 11.08 of this Agreement.

(b) Navitus may terminate this Agreement immediately, in accordance with Section 5.03 of this Agreement.

Section 6.03. Effect of Termination; Other Remedies. Termination of this Agreement shall not affect Client's financial responsibility for Covered Product Claims and Navitus' administrative charges pertaining to the period prior to termination. A party's right to terminate this Agreement shall not be exclusive of any other remedies available to such party under this Agreement, at law or in equity.

Section 6.04. No Consent; Notice to Third Parties. This Agreement may be terminated without the consent of, or notice to, any Member, any Participating Pharmacy or other third parties. Notwithstanding the foregoing, Navitus may advise Participating Pharmacies and pharmaceutical manufacturers of a pending or actual termination of this Agreement.

Section 6.05. Run-Out Period. Client shall continue to assume full responsibility for the funding of Covered Product Claims incurred prior to the effective date of termination of this Agreement and for the payment of Navitus' administrative charges. Client's obligation for payment for these services will continue as long as Claims are being processed by Navitus, not to exceed a run-out period of ninety (90) days on the effective date of termination. Administrative service fees for the run-out period will be based on per-transaction charges, calculated on the basis of the actual transactions related to the actual administrative service fees incurred in the last full month prior to the termination of this Agreement. Navitus will return to Client any unapplied deposits, overpayments or advances previously received from Client within 30 days following such run-out period.

Article VII
LIABILITY, INDEMNIFICATION, AND WARRANTY

Section 7.01. Limited Warranty. Navitus warrants that it will perform the services described in this Agreement in accordance with the practices and standards generally established in the pharmacy benefits management industry. Navitus also guarantees that Claims will be processed with at least 99.5% accuracy based upon number of Claims processed. Except as expressly set forth herein, Navitus makes no representation or warranty of any kind whatsoever, express or implied, and expressly disclaims any and all such warranties, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose with respect to the products or services provided hereunder. Navitus does not warrant that its services will be uninterrupted or error free.

Section 7.02. Role of the Parties. Client acknowledges that Navitus will administer Client's Plan on behalf of Client. Navitus does not underwrite or insure liability of Client in connection with its prescription drug benefits, and Client retains the ultimate responsibility and final authority for its Plan. For purposes of applicable state and federal legislation, Client is, and shall be deemed, the Plan sponsor of any applicable prescription drug benefit. Nothing in this Agreement is intended by the parties, or shall be construed, to confer upon Navitus the status of a fiduciary of Client or any benefit plan maintained by Client as "Plan fiduciary" is defined under applicable law. The parties agree Navitus is not a fiduciary, except to the extent Navitus exercises discretion with regard to the services provided hereunder.

Section 7.03. Insurance. Navitus agrees, at its sole expense, to maintain commercial general liability insurance coverage in amounts not less than $1,000,000 per occurrence and $2,000,000 in aggregate. Navitus also agrees to maintain errors and omissions insurance with coverage of $5,000,000 in aggregate and security and data (cyber liability) insurance with coverage of $5,000,000 in aggregate. Finally, Navitus will maintain any Workers' Compensation insurance required by applicable law.

Section 7.04. Limitation of Liability for Covered Products.

(a) Client agrees and acknowledges that the services provided by Navitus herein are not intended to substitute for or supplement the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care professionals in prescribing, dispensing, or suggesting pharmaceuticals or other products.

(b) Navitus shall under no circumstances be liable (regardless of the basis for the action) to Client, any Member, or consumers of pharmaceutical products for any damages, injuries, losses, claims, costs, or lawsuits, including any attorney's fees, arising from any actions, failure to act, or violations of any applicable standard of care or applicable law by pharmacies, pharmaceutical manufacturers, pharmaceutical distributors, or any health care providers arising out of the sale, compounding, dispensing, manufacturing, or use of any prescription product, medical supplies, or services in connection with this Agreement.

Section 7.05. Limitations of Liability.

(a) In no event shall Navitus' total liability for the entire term of this Agreement, regardless of the cause or form of action upon which any such liability is based, exceed the greater of:

(i) the amount of any applicable liability covered by Navitus' insurance coverage; or

(ii) the lesser of:

(1) the actual and direct damages incurred by Client or

(2) the total administrative charges paid or to be paid to Navitus during the first year of this Agreement.

(b) In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages or lost profits, arising out of, or related to, the performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

(c) Any claim for negligence or other tort liability arising out of, or related to, this Agreement, even if a breach is the result of acts or omissions that may arguably be characterized as negligence or other tortious conduct must be brought as a claim for breach of contract rather than as a claim for tortious conduct.

(d) Any controversy or claim arising out of, or relating to, this Agreement, regardless of the basis of the claim, must be filed within the applicable statute of limitations or one year after the date on which the the claim , is discovered, or reasonably could have been discovered, using reasonable diligence, whichever time period is shorter. Failure to file such a claim within that time period shall bar a party from asserting that claim.

Section 7.06. Indemnification. Subject to the other limitations in this Article VII and in consideration of Client's covenants, representations and warranties in this Agreement, Navitus agrees to indemnify, defend and hold Client harmless from any and all actions or claims arising from a material breach by Navitus of this Agreement. Notwithstanding the foregoing, Navitus shall not be required to indemnify Client for any claims related to matters for which Client is required to indemnify Navitus as set forth below. In consideration of Navitus' covenants, representations and warranties in this Agreement, Client agrees to indemnify, save, defend and hold Navitus harmless from any and all actions or claims arising from (a) a material breach by Client of this Agreement; (b) Client's plan design; (c) Client's coverage decisions. Navitus also will not be responsible for the payment of fraudulent claims or filling of fraudulent prescriptions if the fraud is committed by a Member, or any party other than Navitus. The above indemnifications shall survive termination of this Agreement. A party seeking indemnification hereunder will promptly notify the indemnifying party of any claim subject to indemnification hereunder. Such party will reasonably cooperate with the indemnifying party in such defense.

Article VIII
COMPLIANCE WITH LAW

Section 8.01. Compliance. Navitus agrees to comply with all applicable state and federal regulations, rules and laws, including, but not limited to, those related to the licensure and registration of third party administrators, HIPAA, and ERISA, if applicable to Client's Plan. Client acknowledges that if its Plan is an

employee welfare Plan for purposes of applicable state or federal law, Client is responsible for its own activities and duties (such as its duties as Plan Administrator) in connection with its Plan. Client acknowledges and agrees that it is responsible for disclosing to Members all benefit information legally required to be disclosed, including information related to the calculation of Coinsurance, Co-payments, and Deductibles; coverages and exclusions; eligibility requirements; and Rebates it receives in connection with this Agreement. Client will not identify or represent Navitus as a Plan administrator or a named fiduciary of Client's Plan as those terms are used in state or federal law.

Section 8.02. Business Associate Agreement. The parties acknowledge that they have signed, or are signing contemporaneously with this Agreement, a Business Associate Agreement in compliance with HIPAA.

Article IX
RECORDS; CONFIDENTIALITY

Section 9.01. Maintenance of Records; Audits. Navitus agrees that it will provide Client with access to all of Navitus books and records as may be reasonably required to audit Navitus performance under this Agreement. Navitus agrees to maintain true and correct books and records of Client's Covered Product expenditures in the standard Navitus format and for a period of not less than seven years from the date payment is made. Client may audit such books and records, using an auditor and methodology that is selected by Client, provided that an auditor may not be a competitor of Navitus or an affiliate of a competitor, and Client shall reasonably consider input provided by Navitus related to the auditor and methodology used. Client may audit such books and records upon reasonable prior written notice and during Navitus' normal business hours consistent with privacy and other limitations of applicable federal and state laws, rules and regulations and the provisions of this Agreement. Client may only audit periods of service not more than 18 months prior to the date of such audit. The parties shall require any third-party auditor to execute a confidentiality agreement in a form that is reasonably acceptable to both parties, and which contains provisions intended to protect each party's Confidential Information that are substantially the same as the provisions set forth herein. Any release to the other party of records and data reviewed during such audit, whether electronically or in any other mutually agreeable format, will be in accordance with the terms of this Agreement and applicable law. Notwithstanding the foregoing, Navitus acknowledges that state and federal rules, regulations and laws will govern audits conducted by regulatory agencies with jurisdiction over Client's Plan.

Section 9.02. Use and Disclosure of Protected Health Information. Client acknowledges that Protected Health Information will be obtained by Navitus and such Protected Health Information will be obtained from and/or distributed to Client, Participating Pharmacies, the Mail Service Pharmacy, Specialty Pharmacies, and Members' Practitioners for drug utilization review and other purposes related to the services provided in connection with this Agreement. Subject to the remaining provisions of this Agreement and to the terms of the Business Associate Agreement, Client hereby permits Navitus to use and disclose such PHI in performance of its duties and obligations in connection with this Agreement. Client grants Navitus permission during and after the term of this Agreement to use de-identified Protected Health Information for quality improvement projects and the development of clinical programs. Such projects and programs may be included in services provided to prospective and existing clients. Navitus shall retain full ownership rights over all resultant data. Notwithstanding anything else in this Agreement, Navitus will not sell any PHI to any third party without Client's permission.

Section 9.03. Confidential Information.

(a) Definition. "Confidential Information" means non-public information, in any form, medium, or format that a party disclosing the information (a "Disclosing Party") discloses to another party hereunder (a "Receiving Party") unless the Disclosing Party expressly designates such information as not being confidential. "Confidential Information" includes, without limitation: (i) financial, customer, product, technical, and

business information, including, but not limited to, financial statements, strategic plans, intellectual property, customer lists and other customer information, marketing plans, business plans, product plans, software, forms, processes, strategies, service methods, personnel information, trade secrets, pricing and know-how; (ii) any confidential information of a third party used by, held by, or otherwise in the possession of a party; and (iii) any protected health information or other information protected by HIPAA or any other state or federal law.

(b) Protection of Confidential Information. Client and Navitus agree to take all reasonably necessary steps to protect and not to disclose the other party's Confidential information (as defined below) to any third party, during or after the termination of this Agreement, and shall not use the Confidential Information of another party hereunder, except (a) as specifically contemplated by this Agreement; (b) with the other's prior written consent; (c) as required by local, state or federal law, rule or regulation, including any judicial or administrative interpretation thereof; or (d) to the extent such information becomes generally available to the public, through no action or fault of the Receiving Party.

(c) Use after Termination. Client and Navitus shall cease using the other parties' Confidential Information upon termination of this Agreement; provided, however, that Navitus may retain records and use information as set forth herein, and each Receiving Party may retain Confidential Information for back-up, legal, and archival purposes, provided that such retained Confidential Information shall remain subject to the terms and conditions of this Agreement, and provided that the Confidential Information shall be destroyed or returned as soon as reasonably practicable.

(d) Disclosures to Third Parties. Each Receiving Party shall not disclose or communicate, or permit the disclosure or communication of any such Confidential Information to any third party without the prior written consent of the Disclosing Party and a written agreement with such third party. Such written agreement will include terms substantially the same as those set forth in this Agreement. Each Receiving Party shall also take reasonable and prudent steps to avoid the inadvertent or intentional disclosure or misuse of any Confidential Information by any of its current or former directors, officers, employees, agents, or affiliates ("Representatives"); provided, however, that it may disclose Confidential Information to its Representatives for the sole purpose of complying with its obligations under this Agreement, subject to the confidentiality obligations herein.

(e) Injunctive Relief. Each party acknowledges that a breach or threatened breach of this Section of this Agreement may cause immediate and irreparable harm to the Disclosing Party. To protect against such harm, the Disclosing Party may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the Disclosing Party's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

(f) Ownership of Information. All Confidential Information is and shall remain the property of the Disclosing Party. Disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not grant to the Receiving Party any express or implied right to the Disclosing Party's Confidential Information.

(g) Legal Process. In the event a Receiving Party is served with any public records request, subpoena or other legal process requiring or purporting to require the disclosure of any Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party in writing and shall reasonably cooperate with the Disclosing Party and its legal counsel so that the Disclosing Party may seek a protective order, confidential treatment or other appropriate remedy to the extent deemed appropriate by the Disclosing Party. If the Disclosing Party elects not to seek or is unsuccessful in obtaining any such protective order or other remedy, then the Receiving Party may disclose such Confidential Information to the extent legally required.

Section 9.04. Conflicts of Interest. Upon Client's request and consistent with Navitus' transparent business model, Navitus will share with Client: (a) the existence of organizational arrangements, if any, that could potentially create a conflict of interest in making clinical or financial decisions; (b) sources of revenue as they relate to the Client's contract; and (c) the pricing structure for pharmacy benefit management services including rebate structure and administrative fees.

Article X
DISPUTE RESOLUTION PROCEDURES

Section 10.01. Resolution of Disputes. The parties agree to work in good faith toward resolution of disputes arising during the term of this Agreement. If they are unable to resolve the dispute through informal discussions, either party may submit a written objection to the other party describing and proposing a manner of resolving that dispute. The party receiving such objection shall respond by accepting, rejecting, or modifying such proposal, in writing, within 30 days of the date that it receives the proposal. If the proposal is accepted, then the acceptance shall be deemed an agreement between the parties. If the proposal is rejected or modified, then the parties shall resume good faith efforts to resolve the dispute for a period of 30 days after notice of the rejection or modification is given. Except for actions requesting immediate injunctive relief, no lawsuit or other adverse proceeding may be commenced until expiration of that 30 day period, and all such disputes where immediate injunctive relief is not requested will be determined in accordance with Section 10.02 below.

Section 10.02. Arbitration. If the parties are unable to resolve their dispute after complying with Section 10.01 above, then, as the exclusive means of resolving through alternative dispute resolution any disputes arising out of this Agreement, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules including provisions for interim relief, and each party hereby consents to the dispute being so resolved. Any arbitration hearings will be conducted in Madison, Wisconsin or such other location mutually agreed upon by the parties. Judgment on any award rendered in any such arbitration may be entered in any court with competent jurisdiction over the party that is the subject of such action.

Article XI
MISCELLANEOUS

Section 11.01. Notices. Communications in the ordinary course of performance of this Agreement, including communications regarding payment, may be conducted by any reasonable means, including, but not limited to, telephone, facsimile, or electronic mail. Any formal notice to be given in connection with this Agreement must be in writing and will be deemed to have been given and effective if and when sent by: (a) personal delivery or commercial courier; (b) certified or registered mail, return receipt requested with overnight or two-day guaranteed delivery, postage prepaid; (c) electronic mail message, where delivery is confirmed by recipient; or (d) a nationally recognized overnight delivery service, and addressed to:

Navitus Health Solutions, LLC	Client:
Attn: President	Attn:
	Address:
	Phone:
	Fax:
361 Integrity Dr.	
Madison, WI 53717	
Phone: 608-729-1500	
Fax: 608-729-2527	

With a copy to:

Navitus Health Solutions, LLC
Attn: General Counsel
361 Integrity Dr.
Madison, WI 53717
E-mail: Legal@Navitus.com

Either Client or Navitus may change its address for receipt of such notice by providing like written notice to the other party.

Section 11.02. Entire Agreement. This Agreement, its Exhibits, the Plan Guidelines and any other documents incorporated by reference constitute the entire and complete understanding between the parties regarding the subject matter hereof and supersede all discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Agreement. There are no other agreements or undertakings, written or oral, in effect between the parties relating to the subject matter herein. Navitus and Client agree that they are not relying on any oral or written representations not specifically incorporated into this Agreement.

Section 11.03. Force Majeure. The performance obligations of Navitus or Client respectively hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes that are outside the control of such party. Without limiting the generality of the foregoing, such causes include acts of God, acts of a public enemy, acts of any person engaged in a subversive or terrorist activity or sabotage, wars, fires, floods, earthquakes, explosions, strikes, slow-downs, freight embargoes, market fluctuations, pricing generally available to Navitus, and comparable causes. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as said conditions abate sufficiently to allow the resumption of operations, the party affected thereby shall fulfill its obligations as set forth under this Agreement.

Section 11.04. Exclusivity. Client agrees that Navitus shall be the exclusive provider to the Client of the type of administrative services described in this Agreement. The Parties will mutually agree upon the Mail Service and Specialty Pharmacies, which will generally not include any entity owned by a direct competitor of Navitus unless otherwise agreed.

Section 11.05. Intellectual Property. Except as expressly otherwise provided herein, Navitus retains all rights, title, and interest in and reserves the right to use and control the use of its intellectual property rights in its assets including, but not limited to, its software, reporting packages, user documentation, operations, procedures, and trademarks and service marks. Client agrees not to use any such items except as expressly allowed under this Agreement and also not to refer to Navitus or its trade name or marks in any publication without the prior written approval of Navitus.

Section 11.06. No Third-Party Beneficiaries. This Agreement is not intended, and shall not be construed, to create third-party beneficiary rights in any person, including, but not limited to, any pharmacy or other provider or Member.

Section 11.07. Governing Law. This Agreement shall be governed by and construed in accordance with applicable federal laws, rules and regulations, including PPACA, ERISA (if applicable) and HIPAA. To the extent such laws, rules and regulations do not apply or are not controlling, the internal laws of the State of Washington will govern all claims arising out of or relating to this Agreement regardless of the basis of any such claims.

Section 11.08. Change in Law. In the event of any change in federal, state or local laws, rules or regulations, including any judicial or administrative interpretation thereof, which materially alters the rights, duties, obligations or cost of performance of either party under this Agreement, the parties will work in good faith toward mutually acceptable modifications of this Agreement, which may include, but are not limited to, changes in benefit design and drug coverage. To the extent that these modifications agreed to by the parties vary the cost of performance, the parties will negotiate in good faith toward the adjustment of the administrative charges to reflect this variation. If Client and Navitus have worked in good faith, but are unable to agree upon mutually acceptable modifications, then either Client or Navitus may terminate this Agreement upon not less than sixty (60)days' prior written notice.

Section 11.09. Relationship of Parties. This Agreement is not intended, and shall not be construed, to create any relationship between Client and Navitus other than that of independent contractors. Neither Client nor Navitus shall be construed to be the agent, partner, employee, fiduciary or representative of the other, and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the other party. Notwithstanding the foregoing, the parties agree that Navitus will act as an agent of the Plan with regard to the purchase of Covered Products through this Agreement and Navitus shall negotiate on the Plan's behalf, passing through the payment for Covered Products from the Plan to the pharmacy or Member at the amount paid by the Plan. If a Business and Occupation Tax applies to such purchases of Covered Products, then the Business and Occupation Tax will be treated as a sales and use tax hereunder and paid by the Plan.

Section 11.10. Changes to Pricing Methodology. At any time during the term of this Agreement, upon an industry-wide event or industry-wide circumstance outside Navitus' control that makes necessary or desirable a conversion of pricing methodology with respect to AWP and/or Wholesaler Acquisition Cost pricing and discounts, Navitus may request, upon sixty (60)_ days' notice to Client, to convert the pricing methodology used under this Agreement and set forth in Exhibit 2, to another payment methodology that is economically equivalent, as reasonably determined by Navitus. However, if the nature of the industry-wide event or circumstance makes a sixty (60) day notice unfeasible, Navitus shall give notice as soon as reasonably possible. Navitus shall review the need for the conversion, the details of the conversion, and its economic equivalency with Client, and shall not implement the conversion without the prior written approval of Client, which approval shall not be unreasonably withheld; provided, however, that Navitus may implement such change in pricing methodology, immediately, if it reasonably determines that there is no other way to process Claims hereunder.

Section 11.11. Amendment; Waiver. This Agreement may be amended or modified solely through a writing signed by authorized persons on behalf of both parties. The failure of either party to insist upon the strict observation or performance of any term or provision of this Agreement or to exercise any right or remedy will not impair or waive any such right or remedy or constitute a waiver of any subsequent breach of the same term or provision or any other term or provision hereof.

Section 11.12. Effect of Invalidity. In the event a provision of this Agreement is rendered invalid or unenforceable by state or federal statute or regulations or declared null and void by any court or agency of competent jurisdiction, that provision will be deemed stricken, and the remaining provisions of this Agreement will remain in full force and effect.

Section 11.13. Assignment. No party may assign or transfer its rights or obligations under this Agreement, in whole or in part, without the other party's prior written consent, which shall not be unreasonably qualified or delayed. Any attempted assignment without that consent shall be void. Notwithstanding the forgoing, Navitus may assign this Agreement to any parent company or affiliate.

Section 11.14. Construction. This Agreement will be construed and interpreted neutrally. The headings in this Agreement are used solely for the purpose of convenience and will not be considered in the construction of any provision in this Agreement.

Section 11.15. Third Party Payor Processing Attestation. Client hereby warrants that none of the funds it provides to Navitus under this Agreement are derived from illicit activities including, without limitation: activities money laundering, identity theft, fraud schemes, cannabis sales prohibited under applicable law, or other illicit transactions, including those prohibited by Office of Foreign Asset Controls. Client agrees that it will not engage in the following: (a) issuing, trading or receiving bearer shares or unregistered equity securities, (b) exchanging digital or crypto currency for routine business excluding ransomware events, (c) high interest consumer lending including secured or unsecured loans, (d), marijuana dispensing, producing, growing, cultivating or other handling prohibited by federal law, (e) online gambling, (f) operating a shell bank or other financial institution in a country without a physical presence or without control of a nationalized or country-appointed financial institution, (g) engaging in transactions with an individual or entity for whom financial transactions are prohibited or sanctioned including but not limited to countries with economic or trade restrictions, organizations sponsoring terrorism or involved with weapons of mass destruction, international narcotics traffickers, human traffickers, or threats to US national security, foreign policy, or economic interests. Upon Navitus' request, Client shall provide an attestation that it is not engaged in any of the foregoing in order to allow Navitus to meet the requirements of its banking services providers that process third-party payments.

Section 11.16. Market Check. Navitus agrees that Client may perform an annual market check following the initial 18 months of this Agreement, conducted by an independent third party to ensure Client is receiving appropriate current pricing terms competitive with industry based on its volume and membership compared to similar plans in the marketplace. Any third party conducting the market check shall not be a competitor of Navitus or an affiliate of a competitor of Navitus and will compare pricing with other fully transparent, 100% pass-through pharmacy benefit managers. A third party engaged by Client to conduct the market check must execute Navitus' standard confidentiality agreement prior to conducting the market check, ensuring that all information is reviewed, and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party.

The parties agree for the purpose of this market check that Client or mutually acceptable independent third-party retained by Client will compare, among other things, the following factors to determine whether Client is entitled to such revised pricing terms: (a) the aggregate pricing terms of such applicable clients of comparable size, inclusive of the program savings, the retail pricing for Brand Drugs and Generic Drugs, pricing for Specialty Drugs, Administrative Fees, and guarantees; (b) the services provided by Navitus to such clients; and (c) the plan design of such clients, which may include plan formulary, Brand/Generic utilization information and mail and retail utilization information, available to Navitus.

If the market check identifies Navitus' aggregate pricing value (including, if applicable, all discounts, rebates, and fees) exceeding a 3% threshold above all other aggregate pricing terms, the parties will negotiate in good faith revised financial terms. If the parties cannot reach mutual agreement within sixty (60) days from the date the market check is completed, Client has the right to terminate this Agreement upon thirty (30) days prior written notice. If the parties agree to any revisions to the Agreement as a result of this market check, the Agreement shall be amended, and such amendment shall be effective the first day of the following contract year.

ARTICLE XII
NOTICE REGARDING AUTOMATIC RENEWAL

Section 12.01. Term of Agreement; Automatic Renewal. This Agreement is effective as of the Go Live Date above and will continue in full force and effect for a period of three years ("Initial Term"). After the Initial Term has ended, this Agreement will automatically renew for additional subsequent one-year periods (each, a "Renewal Term") unless sooner terminated as described in Article VI of this Agreement or renewal is declined as set forth in Section 12.02 below. Any additional Renewal Terms shall be subject to termination rights as otherwise provided in this Agreement.

Section 12.02. Deadline and Action Required to Decline Renewal. This Agreement will not renew for a Renewal Term if Client notifies Navitus or Navitus notifies Client of its intent not to renew this Agreement at least ninety (90) days before the end of the then-current term. If declining renewal, the party declining renewal shall notify the other party in writing by (a) regular U.S. mail, registered or certified mail; or (b) recognized overnight courier service.

Section 12.03. Increase in Administrative Fees. As provided in Exhibit 1, "ADMINISTRATIVE SERVICES FEE SCHEDULE," attached hereto, upon expiration of the Initial Term, and at the beginning of each full year of a Renewal Term thereafter, the amount of the administrative charge may increase by 5% or the percentage change in the CPI-U, as published by the Bureau of Labor Statistics for inflation and other business-related expenses. Additionally, after the Initial Term or any Renewal Term for which administrative fees have been expressly set forth in this Agreement, Navitus may change the administrative fees hereunder upon not less than 90 days prior written notice to Client. If any revision in the administrative fees is not acceptable, then Client shall so notify Navitus in writing not less than 60 days prior to the expiration of the 90-day notice period. In the event the parties cannot agree on the compensation adjustment on or before the expiration of the 90-day notice period, then Client may terminate this Agreement upon 60 days written notice to Navitus, provided such termination shall not be effective until after the end of the 90-day notice period.

IN WITNESS WHEREOF, Client has acknowledged its understanding and agreement regarding the automatic renewal notice above, and the parties have entered into this Agreement on the day first written above.

Client:_____	**Navitus Health Solutions, LLC**
By: _____	By: _____
Name:_____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

Contract Administrator: **None** or **Name:** _____.

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit 1
ADMINISTRATIVE SERVICES FEE SCHEDULE

Navitus will provide the services set forth in the Agreement for the fees set forth below.

Program Component	Administrative Fee
Per Member per Month ("PMPM") Administrative Fee	2027: $4.60 PMPM 2028: $4.83 PMPM 2029: $5.07 PMPM Minimum Administrative Fee is $2,500 per month
Access Guidance Services (Copay Assistance Program)	20% of the savings from Copay Assistance Programs where Savings is defined as the amount of manufacturer assistance obtained for drugs covered by the Program.
QALYiQ™ Program Mitigates risk of orphan and high-cost specialty drugs by identifying those drugs that are clinically effective but priced out of alignment, then guides benefit design and connections with assistance programs, to control costs.	$0.50 PMPM + 20% of Shared Savings, based on the amount of payment received from the pharmaceutical manufacturers and other assistance programs. Shared Savings equals the total cost of the Covered Drug prior to any cost reduction under this Program, less the amount paid by Plan for the Covered Drug per Member per Claim. The total cost of the Covered Drug is either: (i) AWP Discount plus a dispensing fee plus tax, or (ii) FIFO net acquisition cost, plus patient management fee, plus shipping fees. Navitus' 20% Shared Savings will not exceed $100,000 per Member per Covered Drug per twelve (12) consecutive calendar months.

Additional Services	Fee
Manual or hard-copy eligibility submission	$10.00/update
Paper Claim	$2.50/Claim
Ad-hoc reporting (after three ad hoc reports/year)	$250/hour
Client-requested re-carding	$3.00/card + postage
First-level appeals (including courtesy re-review, when applicable)	$150/review
Facilitation of external review by Independent Review Organizations (IROs)	$175/review + IRO costs
Utilization Management Review	$60/per clinical PA $80/per medical PA
Replacement ID cards	$3.00/card
Retiree Drug Subsidy (RDS) program support	$0.75 PMPM per RDS-covered retiree
Custom Formulary/custom network	Priced upon request
Services Included in Administrative Fee	**Fee**
Implementation and Plan setup	Included
Eligibility management	
ID card production and mailing	

Billing reports (standard program)	
Electronic claims processing	
Accumulator management (deductibles and out-of-pocket maximums)	
Retail, mail, and Specialty Pharmacy networks	
Pharmacy network management, help desk, and reimbursement	
Standard communications (Member and physician)	
Customer service for Members	
Member, Client, and advisor portals	
Member app	
Semi-annual account review and recommendations	
Quarterly Client reporting	
Clinical program update/change member notification	
Consolidated Appropriations Act (CAA) reporting/RxDC support	
e-Prescribing	
High-cost case management	
Pharmacoadherence	
MAP Formulary (Voluntary)	
Personalized Member Transitions	
Standard Reports	
Biosimilar Value Program	
Savings Connect	
Navitus Key Formulary	
Concurrent Drug Utilization Review (CDUR)	
Retrospective Drug Utilization Review (RDUR)	
Specialty Access (Patient Assistance) Access specialists work with members to gain access to the best programs to reduce the specialty medication costs for both the member and the Plan. This model uses benefit design to maximize Plan and member savings.	Optional 20% shared savings with a $100,000 per member per drug per year cap
Virta Health High touch, clinician-led, non-drug digital health solution for type 2 diabetes, prediabetes, and obesity reversal focused on GLP-1 and diabetes medication de-prescription.	Optional Diabetes Reversal; $243 per participant per month (PPPM) in year 1, then $217 in year 2. Sustainable Weight Loss; $149 PPPM. Sustainable Weight Loss with Responsible Prescribing; $169 PPPM.

Medical Specialty Management Solutions	Fee
RxPostCheck RxPostCheck™ retrospective claims blends analytics and clinical expertise to identify opportunities and engage providers and carriers on a variety of clinical interventions. review Minimal member disruption with voluntary interventions including site-of-care coordination, identification of billing errors, therapeutic and biosimilar substitution. Clinical pharmacists efficiently target high-cost per claim drugs and costliest members/providers to make cost-saving interventions to provide significant savings and lower medical specialty drug spend.	Optional Less than 2,500 lives: $75,000 program fee Between 2,500 – 5,000 lives: $85,000 program fee 2:1 ROI guarantee, for Clients over 2,000 lives
Medical Carve-Out Coverage and management of select Specialty Drugs transitioned from the medical benefit to the pharmacy benefit, using Navitus' MAP Formulary. Includes enhanced clinical management, transition support, and Specialty Pharmacy dispensing and billing.	Optional $1.30 PMPM
Mandatory Medical Specialty (RxPostCheck + Medical Carve-Out) Medical Carve-Out (above) + RxPostCheck retrospective Claims review (for Clients over 2,000 lives + 2:1 ROI guarantee). Includes enhanced clinical management, transition support, and Specialty Pharmacy dispensing and billing, site-of-care coordination, identification of billing errors, therapeutic and Biosimilar substitution.	Optional Less than 2,500 lives: $1.30 PMPM + $75,000 annual program fee Between 2,500-5,000 lives: $1.30 PMPM + $85,000 annual program fee

Exhibit 2
PRESCRIPTION PRICING SCHEDULE & REBATES

Section E2.1. General.

1. Guaranteed Average Rates; Pass-Through Model. Client acknowledges that the discount rates and dispensing fees set forth below are guaranteed average discounts established for the pricing distribution channels necessary to meet access requirements. Client acknowledges that 100% of the pricing will be passed through to Client from the Participating Pharmacies. Navitus agrees to negotiate to achieve or exceed these guaranteed average rates. Any discounts obtained by Navitus that exceed the guaranteed averages stated below will be passed through to Client. It is acknowledged by both parties that individual contracts may vary from the guaranteed average rate based upon negotiation.

2. Days' Supply. Retail 30-day pricing applies to a supply of Covered Drugs between 1 and 83 days. Retail 90-day pricing applies to a supply of Covered Drugs for 84 or more days.

3. Mail Service Pharmacy. The Mail Service Pharmacy for the applicable pricing guarantees hereunder is: Costco Mail Order.

4. Specialty Pharmacy. The Specialty Pharmacy for the applicable pricing guarantees hereunder is: Lumicera Health Services ("Lumicera").

5. Market Event Assumptions. In the event of any of the following, Guarantees may be changed upon notice to the Client:

    (a) A Plan design change or Formulary customization directed by the Client that materially impacts the economics of the network reimbursement or Rebate arrangement.

    (b) A change in government legislation that materially impacts the economics of network reimbursement between Navitus and pharmacies or the Rebating process between Navitus and pharmaceutical manufacturers.

    (c) A product that is unexpectedly introduced to the market and has a material, adverse impact on network reimbursement or the Rebate arrangement.

    (d) Material changes to Rebate discount assumptions with manufacturers for Rebates of Brand Drugs.

    (e) A change in the Brand/Generic or product mix that materially impacts the number of available Brand Rebated products.

    (f) The average days' supply of Claims, the number of Claims, or membership varies by at least 10 percent from the data provided at the time of underwriting.

    (g) If lower-net-cost products become available or if manufacturers materially modify their methodologies for pricing products.

    (h) Shift in utilization as a result of a manufacturer shortage of a Formulary product.

    (i) In the event of product discontinuations or list-price changes due to market dynamics, legislative changes, or Biosimilar or Generic launches, Navitus may utilize Rebate credits to reconcile Rebate Guarantees.

(j) In the event a Pharmacy modifies its reimbursement structure, Navitus may revise applicable Guarantees to reflect the impact of such changes.

(k) Government imposed fees directly or indirectly attributed to claims volume and/or membership will be directly passed through to the client, as applicable.

Section E2.2. Network Rates; Specialty Rates; Rebates. Navitus will deliver the entire value of the network reimbursement terms and the manufacturer rebates, including all upside performance. In accordance with a full pass-through model, the financial performance in one channel can be used to offset a shortfall within that channel, but cannot be used to offset performance between channels. The channels include non-specialty retail, non-specialty mail order, and specialty (including both specialty retail and specialty mail). Manufacturer Rebate guarantees stand on their own and will be reconciled in aggregate across all channels. Should a shortfall occur after applying this methodology, we will cover dollar-for-dollar any shortfall to compensate for a missed financial guarantee. Guarantees are subject to adjustment if any drug class experiences a change in utilization of 10% or more compared to the most recent full-year baseline data. Utilization changes are measured by total Claims and average days supply per drug class. In the event that at least 10% of Claim volume transitions from one channel to another channel, any overperformance in the receiving channel may be used to offset underperformance in the originating channel.

1. **Network Rates; Specialty Rates; Pricing Conditions.** Navitus passes through all network discounts and dispensing fees to the Client. The amount paid to the Participating Pharmacy will be the same amount invoiced to the Client. The contracted discount and dispensing fee for each Participating Pharmacy varies, causing the actual reimbursement paid to each pharmacy to differ from the effective guarantees. Effective guarantees represent the average performance of all Participating Pharmacies. The network guarantees are representative reimbursement amounts (including AWP discount and MAC) and dispensing fees for those Participating Pharmacies. Under Navitus' transparent, full pass-through model, Client pays the actual reimbursement rate (discounts and dispense fees) paid to the dispensing pharmacy from which the Claim originates, less the Copayment, Coinsurance, and Deductible.

2.

(a) General Conditions. For applicable guarantees to be in effect the following conditions apply:

(i) Use of the Navitus Key Formulary. Guarantees are subject to change in response to material Formulary and/or Plan design changes.

(ii) Mail guarantees are contingent upon the use of Costco Mail Order as the sole Mail Order provider.

(iii) Specialty discounts and dispensing fees are defined by the Specialty Drug list and are inclusive of limited distribution drugs (LDD). Navitus provides Specialty Guarantees at the drug-level.

(iv) Discount guarantees are contingent upon the Client's utilization maintaining 150 qualifying Claims in any respective stated channel (e.g., mail, retail-90, Specialty) or greater, per quarter.

(b) Claim Exclusions. Network discounts and dispensing fee guarantees exclude the following Claim types:

(i) Compound Claims
(ii) Paper/member submitted/direct member reimbursement (DMR) Claims
(iii) Secondary payer (COB) Claims
(iv) Subrogation Claims
(v) Vaccine Claims
(vi) Long-term care/assisted living facility Claims
(vii) Home infusion Claims
(viii) Claims for non-Specialty drugs filled through a Specialty Pharmacy
(ix) Claims paid at state or federal government required amounts
(x) Claims originating in Oklahoma and required to be reimbursed at WAC due to placement on the FDA Drug Shortages Database, per Oklahoma Statute §59-360

(c) Provider Exclusions. Network discounts and dispensing fee guarantees exclude the following providers:
(i) Military/government pharmacies.
(ii) Pharmacies deemed by Client as necessary to include in the network, but which do not meet Navitus discount or credential standards.
(iii) Pharmacies that hold a direct agreement with Client.

(d) Equitable Adjustments. Navitus may equitably adjust guarantees in response to any of the following scenarios:
(i) More than 4.9% of Claims originate from Alabama, Alaska, Arkansas, Colorado, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Montana, Tennessee designated Low Volume Pharmacies, West Virginia, Puerto Rico, any U.S. Territory, or rural pharmacies.
(ii) Any future government rules or regulations that require pharmacy reimbursement minimums or change in methodology.

(e) Network Pricing; Broad Network**:** Network discounts and dispensing fee guarantees are based on the implementation of the Broad Network. Should Client choose an alternative benefit design, Navitus may provide updated discount guarantees.

		Discount off of AWP			**Dispensing Fees**		
		Guarantees			**Guarantees**		
Pharmacy Type	**Brand/ Generic**	2027	2028	2029	2027	2028	2029
Retail 30 Day	Brands	19.00%	19.05%	19.10%	$1.91	$1.91	$1.91

Retail 30 Day	Generics	85.10%	85.15%	85.20%	$1.91	$1.91	$1.91
Retail 90 Day	Brands	21.25%	21.30%	21.35%	$1.86	$1.86	$1.86
Retail 90 Day	Generics	89.70%	89.75%	89.80%	$1.86	$1.86	$1.86
Mail Service	Brands	19.00%	19.00%	19.00%	$6.49	$6.49	$6.49
Mail Service	Generics	95.20%	95.20%	95.20%	$6.49	$6.49	$6.49
Specialty Lumicera	Exclusive Lumicera Brand and Generic drug-level discounts.						

3. **Rebates.** Navitus guarantees during the Initial Term of this Agreement Rebates per Brand Covered Product will meet or exceed the following:

Rebate Guarantees per Brand Rx	**2027**	**2028**	**2029**
Retail	$360	$395	$428
Retail Extended (84 plus) Days Supply	$708	$787	$871
Mail	$488	$533	$575
Specialty Pharmacy	$3,230	$3,504	$3,769

(a) Formulary. Rebate guarantees are contingent upon the Client's primary Claims and use of the Navitus Key Formulary, inclusive of all Prior Authorization and utilization management criteria, with either a two-tier closed design or a three-tier closed design. Rebate guarantees assume removal of brand HUMIRA and 98 percent conversion to the ADALIMUMAB biosimilar. Rebate Guarantees assume removal of brand STELARA and 98 percent conversion to the Ustekinumab biosimilar. If the client does not adopt all of Navitus' standard utilization management and Prior Authorization criteria, Rebate guarantees may be changed upon notice

to the Client. Custom in-house medical specialty optimization programs may result in additional fees and adjustments to Rebate guarantees.

(b) Clinical Transition. Rebate guarantees begin after the Client has fully transitioned to the Navitus Key Formulary and all transitions have terminated. If additional clinical transitions affect Rebate performance, Rebate calculation may account for impact on the guarantees.

(c) Rebate Guarantee Calculation. Navitus agrees to pass through 100 percent of Rebates to the Plan. Rebate guarantees are calculated by multiplying total eligible Brand Claims by the applicable guarantee for that dispensing channel. Total eligible Brand Claims will exclude the following:

(i) 340B Claims
(ii) Claims for NOVOLOG, NOVOLIN, INSULIN ASPART, LEVEMIR, HUMALOG, HUMULIN, INSULIN LISPRO, and LANTUS
(iii) Claims for compounded medications or the medication components used to compound
(iv) Coordination of Benefit (COB) Claims
(v) Claims for diabetic syringes and lancets
(vi) Claims for generically named Brand products
(vii) Claims for health care provider-administered products (payable through the medical benefit)
(viii) Direct Member reimbursement (DMR) Claims
(ix) Long-term care pharmacy Claims
(x) Indian/Tribal (I/T/U) or Indian Health Services (IHS) pharmacy Claims
(xi) Military pharmacy Claims
(xii) Veterans Affairs (VA) Claims
(xiii) Claims for non-Formulary exceptions
(xiv) Claims for non-drug items
(xv) Claims for non-legend drugs designated as over-the-counter (OTC) with the exception of diabetic test strips
(xvi) Claims from non-standard pharmacies (hospital inpatient pharmacies, pharmacies with up-front Pharma-direct purchase contracts, Federal Supply Schedule [FSS] pharmacies)
(xvii) Claims for originator Brands with Generics available (Medi-Span “O” drugs)
(xviii) Subrogation Claims
(xix) Vaccines (including the COVID-19 vaccines), acute COVID-19 treatments (ex: PAXLOVID), and COVID-19 self-tests/kits Claims
(xx) Biosimilar products

(d) Assumptions and Conditions. The retail channel assumes a one-day’s supply to an 83-days' supply for retail 30 and an 84+ days' supply for retail 90. Specialty Rebate guarantees are based on the days’ supply consistent with Client data. Rebate guarantees are contingent upon the Client’s utilization maintaining 150 qualifying Brand Claims in any respective stated channel

(e.g., mail, retail-90, Specialty) or greater, per quarter. If there is weight loss drug utilization by Client or will be a covered benefit, Rebate guarantees assume weight loss as a benefit and coverage of the following GLP-1s: WEGOVY, ZEPBOUND, and SAXENDA. If this benefit is not accepted by the Client, the Rebate guarantees will need to be renegotiated.

(e) Specialty. Specialty Rebates are defined by the Specialty Drug, regardless of channel used, and are inclusive of LDD. Specialty Drug Rebates are reconciled on a combined basis.

Specialty Rebate guarantees are based on the average days' supply. If a change in days' supply results in a shortfall in per-brand Specialty Rebate guarantee, Navitus may adjust the guarantee to reflect a 30-day supply basis.

Copayment Assistance Programs. If the services provided through access guidance services for manufacturer copay assistance adversely impact the Rebate amount the Client receives, Navitus will not be deemed to have failed to meet applicable Rebate guarantees and will not be liable to the Client for missed Rebate guarantees to the extent such a shortfall is caused by the implementation of the programs. If, as a result of the Client's participation in these programs, Navitus is required to repay Rebates that the Client has been paid under the Agreement for any reason (including, without limitation, any conflicts between applicable Rebate agreements and the Client's participation in the program), the Client will promptly pay Navitus the amount of Rebate repayment required.

Exhibit 3

BUSINESS ASSOCIATE AGREEMENT

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended under the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, and their implementing regulations at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E (collectively, "HIPAA**"), Navitus Health Solutions, LLC** ("Business Associate") shall, to the extent it acts in the capacity of a Business Associate to **City of Spokane** ("Covered Entity") under the Service Agreement to which this Exhibit relates or is attached, adhere to the applicable requirements established under HIPAA for Business Associates as set forth below.

1. Definitions. Capitalized terms used, but not otherwise defined, in this Business Associate Agreement ("BAA") shall have the same meaning as those terms as used or defined under HIPAA, including but not limited to the following terms: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI"), Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Workforce.

2. Obligations and Activities of Business Associate.

A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement or this Appendix, or as permitted or Required by Law.

B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI.

C. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

D. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any Subcontractor, to whom it delegates any function or activity it has undertaken to perform on behalf of Covered Entity, and to whom it provides PHI received from or created, received, maintained, or transmitted on behalf of Covered Entity, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this Appendix to Business Associate through a BAA between such Subcontractor and Business Associate.

E. Upon the Covered Entity's written request, and in a reasonable time and manner, Business Associate agrees to provide to Covered Entity PHI maintained by Business Associate in a Designated Record Set as required for Covered Entity to respond to a request for access under 45 CFR 164.524.

F. Upon the Covered Entity's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to PHI, in order for Covered Entity to respond to a request for amendment under 45 CFR 164.526.

G. Business Associate agrees to make its internal practices, policies, procedures, books, and

records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available for inspection and copying by the Secretary upon the Secretary's written request for purposes of the Secretary determining the Covered Entity's compliance with the HIPAA Rules.

H. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.

I. Upon written request by Covered Entity, and in a reasonable time and manner, Business Associate agrees to provide to Covered Entity information collected in accordance with Paragraph G of this Section for Covered Entity to provide an accounting under 45 CFR 164.528.

J. To the extent Covered Entity specifically delegates to Business Associate one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

K. As soon as practicable, but in no event later than within ten (10) business days, Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for in this Appendix or the Agreement of which it becomes aware, including breaches of Unsecured PHI as required under, and in the manner set forth at, 45 CFR 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use, or disclosure of PHI.

3. Permitted Uses and Disclosures by Business Associate.

A. Business Associate may use or disclose PHI to perform functions, activities and services for or on behalf of, Covered Entity as provided in this Appendix and the Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Covered Entity except that Business Associate may use and disclose PHI:

(i) for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

(ii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B);

B. Business Associate may also use and disclose PHI: (i) to respond on behalf of Covered Entity to requests for PHI accompanied by an authorization that meets the requirements of 45 CFR 164.508; (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted

by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Covered Entity.

C. Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

4. Obligations of Covered Entity

A. Covered Entity shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Covered Entity shall not ask or require Business Associate to use or disclose Protected Health Information in a manner in which Covered Entity could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.

B. Covered Entity represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Covered Entity to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Appendix.

C. To the extent that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Covered Entity agrees not to provide such PHI to Business Associate unless Covered Entity notifies Business Associate of the restriction and Business Associate advises Covered Entity that it is able to accommodate the restriction. Covered Entity agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.

D. Covered Entity shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.

E. Covered Entity shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Agreement.

5. Term and Termination.

A. This Appendix shall become effective on the Effective Date in the Agreement and shall terminate on the same date that the Agreement terminates or as described in paragraph B of this Section 5.

B. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Appendix then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate this Appendix.

C. Upon termination of this Appendix for any reason, Business Associate, with respect to PHI from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity, or if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information other than as provided for in this Section, for as long as Business Associate retains the PHI;

(iv) Not use or disclose the PHI retained by Business Associate other than for purposes for which such PHI was retained and subject to the same conditions as set out in Section 3 which applied prior to termination; and

(v) Return to Covered Entity, or if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. Survival. The obligations of Business Associate under Section 5. C. of this Appendix shall survive the Termination of this Appendix.

7. Miscellaneous.

A. Regulatory References. A reference in this Appendix to a section in the HIPAA regulations means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this Appendix. The Parties agree to negotiate in good faith to amend this Appendix or the Agreement as necessary to comply with any changes to HIPAA.

C. Interpretation. Any ambiguity in this Appendix shall be resolved to permit the Parties to comply with HIPAA.

D. No Third Party Beneficiaries. Nothing express or implied in this Appendix is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

E. Independent Contractors. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this Appendix shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents or anything other than independent contractors.

Exhibit 4
SPECIALTY ACCESS PROGRAM ADDENDUM

This Specialty Access Program Addendum (this "Addendum") is entered into by and between **Navitus Health Solutions, LLC** ("Navitus") and the undersigned Client and is effective as of January 1, 2027 (the "Addendum Effective Date").

Background: Client and Navitus have previously entered into a Pharmacy Benefit Management Services Agreement, or are contemporaneously entering into such agreement, whereby Navitus manages pharmacy benefits sponsored by Client (the "Agreement;" capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). Client desires to add Navitus' Specialty Access Program (the "Program," as further described below) to the services identified in the Agreement, and Navitus desires to provide the Program in accordance with this Addendum. Client acknowledges that the Program utilizes financial assistance provided by alternate funding programs, which primarily provide support to patients with certain rare chronic diseases who may not be able to afford treatment, including underinsured or uninsured patients, and are typically funded by charitable arms of pharmaceutical manufacturers and may also include private foundations, public charities, state, county, and municipal programs, and state specialty access programs.

1. Specialty Access Program. The Program is intended to assist the Client with managing costs related to obtaining specialty drugs through Eligible Persons' enrollment in alternate funding and other cost-savings programs and will apply solely to specialty designated as Tier S on the formulary. Under the Program, Navitus will coordinate with the Client and Lumicera in order to reduce the cost of specialty drugs by securing financial assistance through alternate funding and other cost-saving programs while properly managing the Eligible Person's cost. Eligible Persons who are prescribed specialty drugs will be required to enroll in the Program, provided that the Eligible Person qualifies for any alternate funding or cost-savings programs. Lumicera will use commercially reasonable efforts to coordinate with Eligible Persons to facilitate their initial and ongoing enrollment into applicable alternate funding or other cost-sharing programs along with other required activities. In order to participate in the Program, Eligible Persons will be required to provide certain personal information in order to execute Program services and as required by the alternate funding program for enrollment, including, but not limited to: form W-2, social security number, and driver's license. During the term of this Addendum, Navitus will provide Client with services under the Program based on information received from Lumicera related to Eligible Person's participation in the Program. If alternate funding or other cost-savings programs cannot be used for any reason, then a waiver will be requested and the Eligible Person's copay for that specialty drug will default to the formulary's current copay tier structure. Whether any particular drug is included in the Program will be decided entirely by Navitus, in its sole discretion, and such decision may result from the alternate funding or other cost-savings program's terms and conditions of participation, the effect of participation on financial assistance availability, the availability of the drug, and any other factors Navitus believes are pertinent at the time such decision is made. Navitus may add or remove specific drugs from the Program, in its sole discretion, from time to time. Navitus will not provide services under the Program with regard to Claims where Lumicera has not provided such information to Navitus or any other Claims where it does not have such information. The Program will also only include Claims related to Covered Products dispensed during the term of this Addendum

2. Program Fees. Client shall pay a Program fee of 20% pay for performance with a maximum of $100,000 per member per drug per year, for the services provided under the Program in addition to the fees otherwise set forth in the Agreement. Performance is defined as the amount of alternative funding or other cost-savings utilized for eligible specialty drugs.

3. Client Communications about the Program. Client shall provide Eligible Persons with any required notifications about the treatment of specialty drug financial assistance through alternate funding under the Program, and shall include a description of such treatment in any Plan Guidelines, summary plan descriptions, plan benefit information, and policy documents to the extent required in order to provide Eligible Persons with information about their benefits under the Plan. To the extent required by applicable law, Client shall provide Eligible Persons with notice of the Program. Upon enrollment, or participation in the program, Navitus shall obtain consents and/or authorizations from Eligible Persons that are necessary related to the use of PHI related to specialty drug manufacturer copay assistance programs for the purposes of the Program.

4. Indemnification; Allocation of Risks. Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits arising as a result of (a) actions brought by or on behalf of any Eligible Persons or any third parties related to the Program or the treatment of payments made through alternate funding and other cost-savings programs as set forth above, and (b) any failure by Client to provide the required notifications to Eligible Persons identified under Section 3, above. Additionally, in the event the services provided under the Program adversely impact the amount of Rebates Client receives, Navitus will not be deemed to have failed to meet any applicable Rebate guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Program under this Addendum. If, as a result of Client's participation in the Program, Navitus is required to repay any Rebates that Client has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreements and Client's participating in the Program), the Client shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required. Navitus disclaims any representations or warranties that your use of the Program for Eligible Persons with a high deductible health plan and associated health savings account will satisfy or ensure compliance with any legal obligations or laws or regulations. Neither party shall be required to indemnify, defend, and hold Navitus harmless from any losses, costs, claims, or lawsuits arising out of Navitus': (a) gross negligence; (b) willful misconduct; or (c) material breach of this Addendum.

5. No Warranty. CLIENT UNDERSTANDS THAT THE PROGRAM MAY CONTAIN ERRORS, AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVITUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NAVITUS SHALL NOT BE LIABLE FOR ANY DAMAGES, RESULTING FROM OR ARISING OUT OF CLIENT'S OR CLIENT'S ELIGIBLE PERSON'S USE OF THE PROGRAM AND ANY RELATED INFORMATION OBTAINED THROUGH THE PROGRAM.

6. Term and Termination. The term of this Addendum is effective as of the Addendum Effective Date and will continue until the sooner of (a) the termination of this Addendum by either party upon 90 days' notice thereof to the other party (and either party may terminate this Addendum at any time with or without cause) or (b) the termination of the Agreement.

7. Full Force and Effect. All other terms and conditions set forth in this Agreement remain in full force and effect.

By signing below, the parties agree to the terms and conditions set forth in this Addendum.

Navitus Health Solutions, LLC	**City of Spokane**
By:_____	**By:**_____

Name:_____ **Name:**_____

Title:_____ **Title:**_____

Date:_____ **Date:**_____

EXHIBIT 5

CAA Prescription Drug Data Collection Reporting Services Addendum

This CAA Prescription Drug Data Collection Reporting Services Addendum ("Addendum") is entered into by and between Navitus Health Solutions, LLC ("Navitus") and City of Spokane ("Client") effective as of January 1, 2027 ("Addendum Effective Date").

Background: Client and Navitus have previously entered into a Pharmacy Benefit Management Services Agreement, or are contemporaneously entering into such agreement, whereby Navitus manages pharmacy benefits sponsored by Client (the "Agreement"). Under Section 204 (of Title II, Division BB) of the Consolidated Appropriations Act, 2021 ("CAA"), self-funded group health plans and health insurance issuers, offering group or individual health coverage, are required to annually submit certain information related to prescription drugs and health care spending to the Departments of Health and Human Services, Labor, and Treasury (the "Departments"). This data submission is called Prescription Drug Data Collection ("RxDC") report, which must be submitted to the Center for Medicare and Medicaid Services ("CMS") as the designated data collector on behalf of the Departments. Client has determined it is required to submit CAA RxDC reports to CMS. Client desires to add CAA RxDC Reporting Services ("RxDC Services"), as further described below, to the services identified in the Agreement, and Navitus desires to provide the RxDC Services in accordance with this Addendum.

1. **Definitions.** All capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement.

2. **RxDC Services.** As of the Addendum Effective Date, the Parties shall cooperate in support of Client's obligations to comply with applicable requirements related to submission of the RxDC reports, which must be submitted to CMS annually by June 1st. Each report covers the previous calendar year, or reference year, and is due six months after the end of that year. By way of example, the 2025 reporting deadline for 2024 data is June 1, 2025.

3. **Client Data Required.** Client agrees to provide Navitus with certain data as requested by Navitus and as required under the CAA and its implementing regulations, as amended and supplemented from time to time. Such information will include the data elements specified in Attachment A to this Addendum in addition to any other data elements set forth in the RxDC reporting instructions provided by CMS. Navitus shall collect Client specific data through a template provided to Client, which Client shall complete and return to Navitus within the timeframe requested by Navitus. Detailed instructions for completion of these files will be provided to Client. If Client fails to submit the requested data to Navitus within the time requested, Navitus will not submit any RxDC reports to CMS on Client's behalf, and Client will be responsible for submission of its RxDC reports.

4. **Accuracy, Completeness and Timeliness of Data.** Client acknowledges that any files sent by Client to Navitus with incomplete data, deviations, or alterations to the requirements of the file, format, or data will result in delays or inability for Navitus to submit the files to CMS timely. Navitus will have no liability for the accuracy of the data elements or information provided by Client, which Navitus submits to CMS. Client will be responsible for any fines, fees, or penalties incurred as a result of Client's failure to timely provide such information in the manner requested in the RxDC file template or inaccurate data provided by Client. Client is responsible notifying Navitus in a timely manner of any changes to its data in the event any information changes during or after Navitus receives the initial data. Client acknowledges that Navitus' ability to provide the

RxDC Services is conditioned upon Client's timely and accurate submission of information any updates to information to Navitus.

5. **Submission of RxDC Reports.** Navitus will report data only for the time period in which Navitus is the Client's PBM. Navitus will not be responsible for reporting data during the time period that Client was receiving services from a PBM other than Navitus. Client requests Navitus to submit the following files to CMS for a fee set forth in Exhibit 1 of the Agreement: D3, D4, D5, D6, D7, D8, applicable P file (P1, P2, or P3), and narrative responses to the extent applicable to Navitus. Navitus will not be responsible for submission of files D1 and D2. Client understands that in order for Navitus to submit the foregoing files on Client's behalf, Client must provide data requested by Navitus by the date requested. Navitus will not be responsible for the submission of any remaining files. RxDC reports will be submitted to CMS on an annual basis by June 1.

6. **Disclaimer of Warranties.** Navitus has not made and does not make any express or implied representation or warranty, either oral or written, or otherwise, all of which are expressly disclaimed, and Client acknowledges that it has not relied upon any representation made by Navitus, or any other person on Navitus' behalf as it relates to reporting the RxDC files to CMS on Client's behalf. Client will indemnify, defend, and hold Navitus harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising out of or resulting from Navitus' submission of the RxDC files to CMS on Client's behalf. Navitus will not be responsible for any damages, loss, or other any damages that could arise from submission of RxDC files on Client's behalf.

ATTACHMENT A to EXHIBIT 6
REPORTS AND DATA ELEMENTS

P1: Individual and Student Market Plan List

Data Element	Available from Navitus?
HIOS Name	No
HIOS Plan ID	No
Plan Year Beginning Date	No
Plan Year End Date	No
Market Segment	No
Members as of 12/31 of the reference year	No
PBM Name	Yes
PBM EIN	Yes
Included in D1 Premium and Life Years?	No
Included in D2 Spending by Category?	No
Included in D3 Top 50 Most Frequent Brand Drugs?	Yes
Included in D4 Top 50 Most Costly Drugs?	Yes
Included in D5 Top 50 Drugs by Spending Increase?	Yes
Included in D6 Rx Totals?	Yes
Included in D7 Rx Rebates by Therapeutic Class?	Yes
Included in D8 Rx Rebates for the Top 25 Drugs?	Yes

P2: Group Health Plan List

Data Element	Available from Navitus?
Group Health Plan Name	No
Group Health Plan Number	No
Carve-out Description	Yes
Form 5500 Plan Number	No
States in which the plan offered	No
Market Segment	No
Plan Year Beginning Date	No
Plan Year End Date	No
Members as of 12/31 of the reference year	No
Plan Sponsor Name	No
Plan Sponsor EIN	No
Issuer Name	No
Issuer EIN	No
TPA Name	No
TPA EIN	No
PBM Name	Yes
PBM EIN	Yes
Included in D1 Premium and Life Years?	No
Included in D2 Spending by Category?	No
Included in D3 Top 50 Most Frequent Brand Drugs?	Yes
Included in D4 Top 50 Most Costly Drugs?	Yes
Included in D5 Top 50 Drugs by Spending Increase?	Yes
Included in D6 Rx Totals?	Yes

Included in D7 Rx Rebates by Therapeutic Class?	Yes
Included in D8 Rx Rebates for the Top 25 Drugs?	Yes

P3: FEHB List

Data Element	Available from Navitus?
FEHB Plan Name	No
FEHB Contract Number	No
FEHB Plan Code	No
States in which the plan offered	No
Plan Year Beginning Date	No
Plan Year End Date	No
Members as of 12/31 of the reference year	No
FEHB Carrier Name	No
FEHB Carrier EIN	No
Affiliate Name	No
Affiliate EIN	No
TPA Name or Other Third-party Name	No
TPA or Other Third-party EIN	No
PBM Name	Yes
PBM EIN	Yes
Included in D1 Premium and Life Years?	No
Included in D2 Spending by Category?	No
Included in D3 Top 50 Most Frequent Brand Drugs?	Yes
Included in D4 Top 50 Most Costly Drugs?	Yes
Included in D5 Top 50 Drugs by Spending Increase?	Yes
Included in D6 Rx Totals?	Yes
Included in D7 Rx Rebates by Therapeutic Class?	Yes
Included in D8 Rx Rebates for the Top 25 Drugs?	Yes

D3: Top 50 Most Frequent Brand Drugs

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Drug Name	Yes
Drug Code	Yes
Frequency Rank	Yes
Number of Paid Claims	Yes
Number of Members with a Paid Claim	Yes
Number of Dosage Units	Yes
Total Spending	Yes
Total Cost Sharing	Yes
Manufacturer Cost-Sharing Assistance	Yes

D4: Top 50 Most Costly Drugs

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Drug Name	Yes
Drug Code	Yes
Cost Rank	Yes
Number of Paid Claims	Yes
Number of Members with a Paid Claim	Yes
Number of Dosage Units	Yes
Total Spending	Yes
Total Cost Sharing	Yes
Manufacturer Cost-Sharing Assistance	Yes

D5: Top 50 Drugs by Spending Increase

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Drug Name	Yes
Drug Code	Yes
Spending Increase Rank	Yes
Number of Paid Claims	Yes
Number of Members with a Paid Claim	Yes
Number of Dosage Units	Yes
Total Spending	Yes
Total Cost Sharing	Yes
Manufacturer Cost-Sharing Assistance	Yes
Prior Year Number of Paid Claims	Yes
Prior Year Number of Members with a Paid Claim	Yes
Prior Year Number of Dosage Units	Yes
Prior Year Total Spending	Yes
Prior Year Total Cost Sharing	Yes
Prior Year Manufacturer Cost-Sharing Assistance	Yes
Dollar Increase in Total Spending	Yes

D6: Rx Totals

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Rx Enrollment	Yes

Total Rx Spending under Pharmacy Benefit	Yes
Rx Amounts Not Applied to Deductible and/or Out-of-Pocket Maximum	Yes
Bona Fide Service Fees	Yes
PBM Spread Amounts	Yes
Total Rebates/Fees/Other Remuneration	Yes
Restated Prior Year Rebates/Fees/Other Remuneration	Yes

D7: Rx Rebates by Therapeutic Class

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Therapeutic Class Name	Yes
Therapeutic Class Code	Yes
Number of Paid Claims	Yes
Number of Members with a Paid Claim	Yes
Number of Dosage Units	Yes
Total Spending	Yes
Total Cost Sharing	Yes
Manufacturer Cost-Sharing Assistance	Yes
Rebates Retained by PBM	Yes
Rebates Retained by Plan/Issuer/Carrier	Yes
Rebates Passed to Member at POS	Yes
Net Transfer of Fees and Other Remuneration from Manufacturer to Plan/Issuer/Carrier	Yes
Net Transfer of Fees and Other Remuneration from Pharmacy to Plan/Issuer/Carrier	Yes
Total Rebates/Fees/Other Remuneration	Yes
Restated Prior Year Rebates/Fees/Other Remuneration	Yes

D8: Rx Rebates for the Top 25 Drugs

Data Element	Available from Navitus?
Company Name	No
Company EIN	No
Aggregation State	No
Market Segment	No
Drug Name	Yes
Drug Code	Yes
Rebate Rank	Yes
Number of Paid Claims	Yes
Number of Members with a Paid Claim	Yes
Number of Dosage Units	Yes
Total Spending	Yes
Total Cost Sharing	Yes

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/1/2026		
Clerk's File #	ORD C36939		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER X7821	**Requisition #**	
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CWIFP BOND ORDINANCE		

Agenda Wording

An ordinance of the City of Spokane, Washington, authorizing the sale, issuance and delivery of not to exceed $34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam.

Summary (Background)

The Upriver Dam is in need of upgrades and repairs to ensure continuity of services.

What impacts would the proposal have on historically excluded communities?

The proposed dam rehabilitation and upgrade project is expected to have a positive overall impact on historically excluded communities. The project will improve the safety, reliability, and long-term functionality of critical water infrastructure, reducing the risk of infrastructure failure and potential impacts to downstream residents, businesses, and public facilities.

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

Data will not be collected, analyzed or reported on from a demographic perspective.

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

The appropriateness of the CWIFP loan has already been determined after comparing and contrasting the loan product's features against a regular revenue bond.

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 loan allows the Upriver Dam rehabilitation to be undertaken thus aligning the financing with the Comp Plan and CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This bond is effectively a line of credit with the U.S. Army Corps of Engineers that will be drawn upon starting in Q1 2027. It is unknown at this time, how much will be drawn in total.

Amount		**Budget Account**
Revenue	$ 34,680,800	# TBD
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	HERSHAW, REINER		
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
rhershaw@spokanecity.org	jstratton@spokanecity.org
mboston@spokanecity.org	aalbinmoore@spokanecity.org

CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)

ORDINANCE NO. C36939

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: September 30, 2026

Prepared by:

Kutak Rock LLP

Spokane, Washington

TABLE OF CONTENTS

Section 1: Definitions 3
Section 2: Interpretation.....10
Section 3: The Purpose of the Bond 11
Section 4: Authorization of the Bond 11
Section 5: Prepayment Prior to Maturity 12
Section 6: Sale of the Bond.....12
Section 7: Registration, Exchange, and Payments.....12
Section 8: Pledge of Net Revenue 12
Section 9: The Revenue Fund; Priority of Payments from Revenue Fund; Coverage Stabilization Account 13
Section 10: Payments into Revenue Bond Fund.....14
Section 11: Execution and Authorization of the Bond 16
Section 12: Transfer and Exchange of the Bond 17
Section 13: Destroyed, Lost or Stolen Bond.....17
Section 14: Defeasance.....17
Section 15: Bond Covenants.....18
Section 16: Issuance of Future Parity Bonds 20
Section 17: Amendments to Ordinance 22
Section 18: Sale and Delivery of the Bond and Taking of Other Actions Authorized 23
Section 19: Covenant to Provide Ongoing Disclosure 24
Section 20: Contract; Severability 24
Section 21: No Personal Recourse.....24
Section 22: Ratification.....24
Section 23: Repealer 24
Section 24: Effective Date 25

Exhibit "A": Form of the Bond
Exhibit "B": Form of the CWIFP Credit Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE, AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

RECITALS

WHEREAS, the City of Spokane, Washington (the "**City**") is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") and the Charter of the City; and

WHEREAS, the City now owns and operates a combined system of water supply and distribution system and wastewater treatment and disposal (the "**System**"); and

WHEREAS, the City owns and operates the Upriver Hydroelectric Dam (the "**Upriver Dam**") – a concrete gravity dam located on the Spokane River that generates over 70 million kilowatt-hours annually to power the pumps that deliver up to 150 million gallons of System drinking water daily to City inhabitants; and

WHEREAS, the Upriver Dam is in need of certain work to maintain, upgrade and repair its spillway gates and certain concrete repairs among other identified performance deficiencies, as more particularly described in the CWIFP Credit Agreement (the "**Project**"), which will enable it to continue to power the pumps to deliver System drinking water; and

WHEREAS, the City is authorized and empowered by chapters 35.41 and 39.46 RCW to issue revenue bonds for the purpose of paying the costs of additions, improvements, and betterments to the System, including the costs of the Project; and

WHEREAS, the City now has outstanding its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to Ordinance No. C35170, passed by the City Council of the City (the "**Council**") on October 27, 2014 (the "**2014 Bond Ordinance**"), in the original aggregate principal amount of $181,225,000, and currently outstanding in the aggregate principal amount of $101,125,000 (the "**2014 Bonds**"); and

WHEREAS, the City has authorized the issuance of its Water and Wastewater System Revenue Refunding Bonds, Series 2026, pursuant to Ordinance No. C36897, passed by the Council on July 22, 2026 (the "**2026 Bond Ordinance**"), in the original aggregate principal amount of not to exceed $106,000,000 (the "**2026 Bonds**"); and

WHEREAS, to obtain maximum savings for the ratepayers of the City, the City is desirous of issuing the 2026 Bonds for the purpose of redeeming and retiring all or a portion of the 2014 Bonds in the event adequate savings thresholds can be achieved; however, in the event such savings thresholds cannot be met, the City may not issue the 2026 Bonds prior to the issuance of the Bond (as hereinafter defined) or at all; and

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), which is codified as 33 U.S.C. §§ 3901-3915; and

WHEREAS, the credit assistance program provided by the United States Department of the Army, acting by and through the United States Army Corps of Engineers (the "**CWIFP Lender**") pursuant to the Act is known as the Corps Water Infrastructure Financing Program ("**CWIFP**"); and

WHEREAS, the Act authorizes the CWIFP Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance, such as the Project; and

WHEREAS, the City previously applied to the CWIFP Lender to make CWIFP funding (the "**CWIFP Loan**") available to the City to pay a portion of the costs of the Project pursuant to that certain United States Department of the Army CWIFP Credit Agreement, by and between the City and the CWIFP Lender (the "**CWIFP Credit Agreement**"), the form of which is attached hereto as Exhibit "B"; and

WHEREAS, the City wishes to issue its Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan) (the "**Bond**") to the CWIFP Lender to evidence the CWIFP Loan pursuant to the terms provided herein and in the CWIFP Credit Agreement; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount, interest rate, denomination, series designation, tax status, payment dates, prepayment provisions, issuance date, and maturity date of the Bond under such terms and conditions as are approved by this Ordinance and as further provided in the CWIFP Credit Agreement; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bond to the CWIFP Lender;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Accreted Value means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In any case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of Balloon Maturity Bonds.

Act means the Water Infrastructure Finance and Innovation Act, § 5021 et seq. of Public Law 113-121, which is codified as 33 U.S.C. §§ 3901-3915, as amended, and as may be further amended from time to time.

Annual Debt Service means, the sum of (1) the interest accruing on all Parity Bonds during any calendar year, assuming that all Parity Bonds are retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Bonds then outstanding, minus (3) any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation. Annual Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Annual Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Annual Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Average Annual Debt Service shall mean the average amount of the Annual Debt Service which will become due on the Parity Bonds for the period from the date of such calculation until the final maturity date of such Parity Bonds then Outstanding.

Balloon Maturity Bonds means any evidences of indebtedness of the City payable from Revenue of the System which are so designated in the ordinance or resolution pursuant to which such indebtedness is incurred.

Base Period means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

Bond shall mean the herein authorized Bond designated as the "City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan)" or such other designation as the Designated Representative shall determine.

Bond Counsel shall mean Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the Council.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Capital Appreciation Bonds means any Future Parity Bonds, all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code shall mean the Internal Revenue Code of 1986, as amended, and any treasury regulations promulgated thereunder or applicable thereto.

Consultant means at any time an independent municipal financial consultant or advisor appointed by the City to perform the duties of the Consultant as required by this Ordinance. For the purposes of delivering any certificate required by Section 16 hereof and making the calculation required by Section 16 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

Costs of Maintenance and Operation shall mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes, or payments to the City in lieu of taxes.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Coverage Stabilization Account shall mean the account of that name that shall, at the option of the Designated Representative, be created in the Revenue Fund and maintained pursuant to this Ordinance.

Covered Bonds means the Bond, if designated as such by the Designated Representative, and any Future Parity Bonds, if designated as such in the ordinance authorizing their issuance, which are secured by the Reserve Account.

Credit Event means when (a) a Qualified Letter of Credit terminates, (b) the issuer of Qualified Insurance or a Qualified Letter of Credit shall become insolvent or no longer be in existence, or (c) a Qualified Letter of Credit or Qualified Insurance no longer meets the requirements established therefor in the definition thereof.

Credit Facility means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

CWIFP means the Corps Water Infrastructure Financing Program – the credit assistance program provided by the CWIFP Lender pursuant to the Act.

CWIFP Credit Agreement means the United States Department of the Army CWIFP Credit Agreement, to be dated on or before the date of the Bond, by and between the City and the CWIFP Lender pertaining to the CWIFP Loan, the form of which is attached hereto as Exhibit "B".

CWIFP Lender means the United States Department of the Army, acting by and through the United States Army Corps of Engineers.

CWIFP Loan means the loan from the CWIFP Lender to the City pursuant to the CWIFP Credit Agreement.

Designated Representative means the Chief Financial Officer or the Director of the Public Works Division.

Director of the Public Works Division means the duly qualified, appointed and acting Director of the Public Works Division of the City or any other officer who succeeds to the duties now delegated to that office.

Future Parity Bonds means any water and wastewater system revenue bonds or other obligations which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System to pay the principal of and interest on the Bond.

Government Loans means the PWTF Loans, State Revolving Fund Loans, and other subordinate lien revenue loans currently outstanding or received by the City in the future from the state of Washington or the United States of America.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service in any fiscal year on all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Revenue of the System, as the context requires.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, as the City's municipal advisor with respect to the issuance of the Bond, or such other municipal advisor as designated by the Council.

Net Revenue shall mean the Revenue of the System less the Costs of Maintenance and Operation.

Ordinance means this Ordinance adopted by the Council on September 30, 2026, authorizing the sale, issuance and delivery of the Bond.

Original Issue Discount Bonds means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

Outstanding means:

(a) with respect to a Parity Bond (other than the Bond), as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under any ordinance authorizing the issuance of such Parity Bonds (other than the Bond), except:

(i) Parity Bonds (other than the Bond) canceled because of payment or redemption prior to their stated dates of maturity,

(ii) any Parity Bond (other than the Bond) deemed to have been legally defeased, and

(iii) any Parity Bond (or portion thereof) (other than the Bond) deemed to have been paid pursuant to the ordinance under which it was issued; and

(b) with respect to the Bond, the (i) entire amount available to be drawn under the CWIFP Credit Agreement (including amounts drawn, amounts that remain available to be drawn, and, if applicable, any capitalized interest added or projected to be added to the principal amount of the CWIFP Loan in accordance with the terms thereof), less (ii) any amount that has been irrevocably determined will not be drawn under the CWIFP Credit Agreement, less (iii) the aggregate principal amount of the CWIFP Loan Balance (as defined under the CWIFP Credit Agreement) that has been repaid or prepaid.

Parity Bonds shall mean the Bond, any Outstanding 2014 Bonds, any Outstanding 2026 Bonds, and any Future Parity Bonds.

Parity Requirement means Net Revenues equal to or greater than 125% of Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the

Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments. In determining the amount of Annual Debt Service covered by ULID Assessments, Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments. For purposes of determining whether the Parity Requirement has been met, transfers from the Coverage Stabilization Account shall not be taken into account.

Project means certain work to maintain, upgrade and repair the Upriver Dam, as more particularly described in the CWIFP Credit Agreement and in the recitals hereto.

PWTF Loans mean the loans from the State of Washington Department of Commerce under the Public Works Trust Fund loan program pursuant to any loan agreements existing as of the effective date of this Ordinance or hereafter entered into by the City under the Public Works Trust Fund loan program.

Qualified Insurance shall mean any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or service corporation, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successors.

Qualified Letter of Credit shall mean any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successor.

Rate Covenant means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest) on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: Revenue of the System and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the System's annual operating performance. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the proceedings authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds. For purposes of determining compliance with the Rate Covenant, amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited. Credits to or from the

Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Treasurer or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond, and paying the principal of, premium, if any, and interest on the Bond.

Reserve Account shall mean the account of that name previously created in the Revenue Bond Fund and maintained pursuant to this Ordinance.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the lesser of:

(i) Maximum Annual Debt Service for Covered Bonds,

(ii) 10% of the initial principal amount of Covered Bonds of each series, and

(iii) 125% of average annual debt service for Covered Bonds;

provided, however, that 10% of the initial principal amount of Covered Bonds of each series may be contributed to the Reserve Account from any series of Covered Bonds.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds, or (ii) the issuance of a subsequent series of Future Parity Bonds, at which time the Reserve Requirement shall be re-calculated.

Revenue Bond Fund means the "Water Revenue Bond Fund" previously created in the office of the Treasurer by Section 1 of Ordinance No. C34024 and previously renamed as the "Water-Wastewater Revenue Bond Fund" in Ordinance No. C35170 for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

Revenue Fund means the Water and Wastewater Revenue Fund of the City created by Section 1 of Ordinance No. C-34981, and known as the Water-Wastewater Fund and shall include cash accounts therein.

Revenue of the System means all of the earnings, revenues and money received by the City from or on account of the ownership and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; including to the extent of internally approved policies of the City, investment earnings and income from investments of money in the Revenue Fund and the Revenue Bond Fund or from any other investment of Revenues; but excluding government grants, any federal subsidy legally available to pay the principal of or interest on Parity Bonds, proceeds from the sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. *Revenue of the System* shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as *Costs of Maintenance and Operation of the System*; provided, however, that Revenue of the System shall not include ULID Assessments.

State means the state of Washington.

State Revolving Fund Loans mean the loans outstanding as of the date of this Ordinance or hereafter entered into by the City under the State of Washington Department of Ecology Clean Water State Revolving Fund Loan Program as part of the State's participation in the federal Clean Water State Revolving Fund established by the Clean Water Act amendments of 1987.

System means the combined utility of the City's existing water supply and distribution system and the sanitary sewage transmission, treatment and disposal system, inclusive of stormwater, of the City, as they now exist and as they may be added to, improved and extended, for as long as any Parity Bonds are outstanding.

Term Bonds means any Parity Bond that is stated to mature on a single specified maturity date but for which mandatory sinking fund redemptions or mandatory sinking fund installments are required to be made into any sinking fund account from the Revenue Fund on one or more dates prior to such stated maturity date, so that a portion of the principal amount of such Term Bond is retired in advance of its stated maturity through mandatory redemption or purchase in accordance with the provisions of any ordinance authorizing the issuance of such Term Bond.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

ULID means a utility local improvement district of the City.

ULID Assessments means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

Upriver Dam means the City's Upriver Hydroelectric Dam, as more particularly described in the recitals hereto.

2014 Bond Ordinance means Ordinance No. C35170, passed by the Council on October 27, 2014.

2014 Bonds means the City's Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to the 2014 Bond Ordinance.

2026 Bond Ordinance means Ordinance No. C36897, passed by the Council on July 22, 2026.

2026 Bonds means the City's Water and Wastewater System Revenue Refunding Bonds, Series 2026, which are authorized to be issued pursuant to the 2026 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Writing Requirement.* Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. *Time.* In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. *Payment Terms.* References to the payment of the Bond shall be deemed to include references to the payment of interest thereon.

G. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: The Purpose of the Bond

The Bond is being issued to provide money to pay a portion of the costs of the Project, and to pay certain expenses incurred in connection with the issuance of the Bond, all as set forth more specifically herein.

Section 4: Authorization of the Bond

A. *General Terms.* A water and wastewater system revenue bond of the City, designated "City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan)," (or such other designation as the Designated Representative shall determine) is hereby authorized to be sold, issued and delivered pursuant to chapters 35.41 and 39.46 RCW, and as further provided in this Section. The Bond shall be issued in physical form to the CWIFP Lender in the aggregate principal amount of not to exceed $34,680,800; shall be dated as of its date of delivery; shall be issued in fully registered form; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bond shall be in substantially the form of Exhibit "A" attached hereto and by this reference incorporated herein.

B. *CWIFP Credit Agreement.* The Designated Representative is hereby authorized to enter into the CWIFP Credit Agreement as further provided in this Section. The CWIFP Credit Agreement, the form of which is attached hereto as Exhibit "B", shall establish the following:

(1) the interest rate on the Bond, which shall not exceed 6.20% per annum, and the Default Rate (as defined in the CWIFP Credit Agreement) shall not exceed 8.20% per annum;

(2) each of the interest payment dates and the principal payment dates for the Bond;

(3) the date on which interest and principal shall first be payable on the Bond;

(4) the date of the Bond, which shall be no later than one year from the date of this Ordinance;

(5) the final maturity date of the Bond, which shall be no later than December 1, 2060; and

(6) the prepayment provisions pertaining to the Bond.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the CWIFP Credit Agreement or any other document or certificate related thereto so long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

C. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bond.

D. *Negotiable Instruments.* The Bond shall be a negotiable instrument to the extent provided by chapter 62A.3 RCW.

Section 5: Prepayment Prior to Maturity

The Bond shall be subject to prepayment prior to final maturity at the times and in such amounts as provided in the CWIFP Credit Agreement.

Section 6: Sale of the Bond

The Designated Representative is authorized and directed to take all actions to facilitate the sale of the Bond to the CWIFP Lender as may be deemed desirable or necessary including, but not limited to, securing a rating on the Bond from one or more of the established nationally recognized rating services.

Section 7: Registration, Exchange, and Payments

A. *Registrar.* The City hereby appoints the Treasurer as the Registrar for the Bond. Duties of the Treasurer as Registrar shall be limited to the authentication and delivery of the Bond to the CWIFP Lender and to remitting money made available by the City into the Revenue Bond Fund to the CWIFP Lender as further provided in the CWIFP Credit Agreement. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and carry out all of the duties and powers of the Registrar pursuant to this Ordinance.

B. *Place and Medium of Payment.* Both principal of and interest on the Bond are payable in lawful money of the United States to the Registered Owners thereof. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and as further provided in the CWIFP Credit Agreement. Payment of each installment of interest shall be made to the Registered Owner as further provided in the CWIFP Credit Agreement. Principal of the Bond shall be payable to the Registered Owner as further provided in the CWIFP Credit Agreement.

Section 8: Pledge of Net Revenue

All of the Net Revenue is pledged for the payment of the Bond, as a prior first charge and lien thereon equal to and on parity with the charge or lien of the Parity Bonds, and the Revenue of the System shall be used and applied in the order of priority provided in Section 9 of this Ordinance.

The Bond is payable solely from amounts deposited into the Revenue Bond Fund, shall not constitute a general obligation of the City, and is not payable from ad valorem taxes collected within the City. Accordingly, the full faith and credit of the City is not pledged for the payment of the principal of and interest on the Bond.

Section 9: The Revenue Fund; Priority of Payments from Revenue Fund; Coverage Stabilization Account

A. *Revenue Fund.* A special fund of the City known as the "Water-Wastewater Fund" (including subaccounts therein, the "**Revenue Fund**") has heretofore been established into which shall be deposited the Revenue of the System as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

B. *Priority of Payments from the Revenue Fund*. The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Revenue Bond Fund to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of interest on Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to make all payments required to be made into the Revenue Bond Fund to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of principal of Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any sinking fund account hereafter created to provide for the payment of the principal of Term Bonds or Balloon Maturity Bonds;

Fifth, to make all payments required to be made into the Reserve Account for Covered Bonds and to any reserve account created in the future for the payment of debt service on Future Parity Bonds;

Sixth, to make all payments required to be made into any revenue debt redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on Government Loans and any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase on the open market any outstanding water and wastewater system revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Revenue Bond Fund. Money in the Revenue

Fund may be invested by the City in any investment that is a legal investment for the City as authorized pursuant to State law.

C. *Coverage Stabilization Account*. A Coverage Stabilization Account shall be established within the Revenue Fund at the option of the Designated Representative. The City hereby determines that the maintenance of a Coverage Stabilization Account will moderate fluctuations in Net Revenues and help to alleviate the need for short-term rate adjustments. Money in the Coverage Stabilization Account will be transferred as determined from time to time by the City. The City may make payments into the Coverage Stabilization Account from the Revenue Fund at any time. Money in the Coverage Stabilization Account may be withdrawn at any time and used for the purpose for which the Revenue of the System may be used. Amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited for purposes of measuring compliance with the Rate Covenant. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Coverage Stabilization Account shall be credited to the Revenue Fund.

Section 10: Payments into Revenue Bond Fund

A. *Revenue Bond Fund.* A special account of the City known as the "Water and Wastewater Fund — Bond Redemption Subaccount" (the "**Revenue Bond Fund**") has been created for the sole purpose of paying and securing the payment of Parity Bonds.

B. *Payments into Revenue Bond Fund*. As long as the Bond remains outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Revenue Bond Fund on or before the date due those amounts necessary, together with ULID Assessments deposited and such other money as is on hand and available therefor in the Revenue Bond Fund, to pay the interest or principal and interest next coming due on the Bond.

As long as the Parity Bonds remain outstanding, the City hereby irrevocably covenants and agrees to pay the ULID Assessments into the Revenue Bond Fund.

Notwithstanding anything in Section 10(E) hereof to the contrary, money in the Revenue Bond Fund may be used to pay arbitrage rebate, if any, to the extent the rebate is attributable to earnings on money in the Revenue Bond Fund.

C. *Payments into Reserve Account*. The City hereby agrees that a special account to be known as the "Water-Wastewater Bond Fund Reserve Account" (the "**Reserve Account**") shall be maintained for the purpose of securing the payment of the principal of and interest on all Covered Bonds. The Bond shall be a Covered Bond, secured by the Reserve Account, if deemed necessary and designated as such by the Designated Representative. To the extent the Bond is designated as a Covered Bond, the City hereby covenants that the Reserve Requirement for the Bond will be fully funded as of the date of issuance of the Bond.

The City covenants and agrees that when the required deposits have been made into the Reserve Account, it will, at all times for so long as any Covered Bonds remain outstanding, maintain therein an amount at least equal to the Reserve Requirement except for withdrawals therefrom authorized hereinafter. Whenever there is a sufficient amount in the Revenue Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on the outstanding Parity Bonds, as long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Covered Bonds then outstanding.

In the event there shall be a deficiency in the Revenue Bond Fund to meet maturing installments of either interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Cash and investments shall be drawn upon prior to any drawing upon a Credit Facility. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or ULID Assessments within one year after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

If a Credit Event occurs, the Reserve Requirement shall be satisfied (A) within one year after the occurrence of such Credit Event with other Qualified Insurance or another Qualified Letter of Credit, or (B) within three years (in three approximately equal annual installments) after the occurrence of such Credit Event, out of Revenue of the System or ULID Assessments after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

In the event the City issues any Future Parity Bonds that are Covered Bonds, it will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Revenue of the System, or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by three years from the date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

Notwithstanding anything in this Section to the contrary, the City may fund the Reserve Requirement, in whole or in part, through a surety bond issued by an issuer of Qualified Insurance. The amount payable by the issuer of Qualified Insurance under such surety bond shall be credited against the amounts otherwise required to be accumulated and maintained in the Reserve Account.

The Reserve Requirement may be maintained by deposits of cash. As used herein, the term “cash” shall include U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier’s check; and the deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to such account.

D. *Priority of Lien of Payments into the Revenue Bond Fund*. The amounts so pledged to be paid into the Revenue Bond Fund from the Revenue Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation and equal to the lien of the charges upon such Revenue of the System and ULID Assessments that may hereafter be made upon the Revenue of the System and ULID Assessments to pay and secure the payment of the principal of and interest on any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

E. *Application and Investment of Money in the Revenue Bond Fund*. Money in the Revenue Bond Fund and the Reserve Account shall be invested in any legal investment for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in any Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby.

F. *Sufficiency of Revenues*. The Council hereby finds and declares that in fixing the amounts to be paid into the Revenue Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such fund a greater amount of Revenue of the System than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 11: Execution and Authorization of the Bond

A. *Execution of the Bond.* The Bond shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk and shall have the seal of the City impressed or imprinted thereon.

B. *Authentication of the Bond.* The executed Bond shall be delivered to the Registrar for authentication. The Bond shall be numbered in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only a Bond that bears a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested the Bond shall cease to be such officer or officers of the City before the Bond so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 12: Transfer and Exchange of the Bond

A. *Transfer.* The Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond to the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange.* The Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for a new Bond, upon surrender of such Bond to the Registrar for cancellation.

C. *Authentication and Delivery of a New Bond.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require, if applicable, the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

E. *Restriction on Transfer.* Notwithstanding any other provision of this Section 12, the Bond may not be transferred, assigned, or sold by the Registered Owner except as expressly set forth in the provisions of the CWIFP Credit Agreement. Any purported transfer in violation of this Section shall be void.

Section 13: Destroyed, Lost or Stolen Bond

In the event the Bond shall be destroyed, lost or stolen, the Registrar shall execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and Registrar in connection therewith and upon filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that the Bond was actually destroyed, lost or stolen and of the Registered Owner's ownership thereof.

Section 14: Defeasance

In the event that money and/or Government Obligations, maturing or having guaranteed redemption prices at the option of the owner at such times and bearing interest to be earned thereon, in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bond in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Revenue Bond Fund or any account therein for the payment of the principal of and interest on the certain Bond so provided for, and such Bond and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bond becoming due, at maturity or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bond shall cease to accrue on the due date and all liability of the City with respect to such Bond shall likewise cease, except as hereinafter provided. Thereafter the Registered Owner of such Bond shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Section 15: Bond Covenants

A. *Maintenance and Operation*. The City shall at all times maintain, preserve and keep the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and the City will at all times operate or cause to be operated said properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

B. *Rate Covenant*. The City will establish, maintain and collect such rates and charges, which shall be fair and nondiscriminatory, for service of its System as will maintain the Rate Covenant for so long as any Parity Bonds are outstanding.

C. *Maintain Revenue Fund Balance*. After making or providing for the payments from the Revenue Fund as required by Section 9 hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis.

D. *Sale or Disposition of the System*. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Revenue Bond Fund of cash or Government Obligations sufficient together with interest to be earned thereon to pay the principal of and interest on the then-outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Revenue Bond Fund.

Notwithstanding any other provision of this subsection D, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Revenue Bond Fund.

E. *Liens or Encumbrances*. The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

F. *Insurance*. The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect the City and the holders of Parity Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into any Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall, at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Revenue Bond Fund.

G. *Books and Accounts*. The City shall keep proper books of account in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner or holder of Parity Bonds may, upon written request, obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Revenue Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this Ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

H. *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Revenue of the System for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

I. *Collection and Application of ULID Assessments.* As long as the Parity Bonds remain outstanding, all ULID Assessments shall be paid into the Revenue Bond Fund and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Nothing in this Ordinance or this section shall be construed to prohibit the City from issuing water, wastewater or water and wastewater system revenue bonds junior in lien to the Bond and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

J. *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to applicable law, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

K. *No Free Service.* Unless permitted by law or City policy, the City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as the Bond is outstanding and unpaid.

Section 16: Issuance of Future Parity Bonds

A. *Conditions upon the Issuance of Future Parity Bonds.* The City hereby reserves the right to issue Future Parity Bonds, which shall constitute a charge and lien upon the Revenue of the System equal to the lien thereon of the Bond. Except as provided in subsection (C) below, the City shall not issue any series of Future Parity Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time outstanding) unless:

(1) the City shall not have been in default of its Rate Covenant for the immediately preceding fiscal year, without regard to transfers from the Coverage Stabilization Account;

(2) the ordinance authorizing the issuance of such Future Parity Bonds shall include the covenants provided in Section 15(B) hereof; and

(3) there shall have been filed a certificate (prepared as described in subsection (C) or (D) below) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

B. *No Certificate Required.* The certificate described in the foregoing subsection (A)(3) shall not be required as a condition to the issuance of Future Parity Bonds:

(1) if the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds; or

(2) if the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Future Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the Designated Representative, and there is delivered a Designated Representative's certificate stating that the nature and purpose of such facilities has not materially changed.

C. *Certificate of the City Without A Consultant.* If required pursuant to the foregoing subsection (A)(3), a certificate may be delivered by the City (executed by the Designated Representative) without a Consultant if Net Revenues for the Base Period conclusively demonstrate that the Parity Requirement will be fulfilled commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

D. *Certificate of a Consultant.* Unless compliance with the requirements of subsection (A)(3) have been otherwise satisfied (as provided in subsection (B) or (C) above), compliance with the Parity Requirement shall be demonstrated conclusively by a certificate of a Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the City for the Base Period being issued as determined by a Consultant.

(2) The net revenue derived from those customers of the City that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included in (1) above.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this subsection (D).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the City under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this subsection (D).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the City being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

In the event the City will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of subparagraphs (4) and (5) immediately above, then the estimated normal Costs of Maintenance and Operation (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions, improvements and extensions shall be deducted from estimated annual net revenue.

The words "historical net revenue" or "net revenue" as used in this subsection (D) shall mean the Revenue of the System or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation. Such "historical net revenue" or "net revenue" shall be adjusted to reflect the rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

E. *Junior Liens*. Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue into the Revenue Bond Fund and accounts therein to pay and secure the payment of any outstanding Parity Bonds.

F. *Refunding to Avoid Default*. Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 17: Amendments to Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council may adopt at any time ordinances supplemental hereto, which ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

(1) to add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be which do not adversely affect the interests of the holder of the Bond, or to surrender any right or power herein reserved.

(2) to make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance in regard to matters or questions arising under such Ordinance as the Council

may deem necessary or desirable and not inconsistent with such Ordinance and which shall not adversely affect the interest of the holder of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of the Outstanding Bond, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the holder of the Bond, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof without the consent of the holder of the Bond so affected; or

(2) have an adverse effect on the terms of the CWIFP Credit Agreement.

It shall not be necessary for the consent of bondholders under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. *Effect of Supplemental Ordinances.* Upon the passage of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and the holder of the Bond outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

Section 18: Sale and Delivery of the Bond and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, to prepare, execute and deliver the Bond to the CWIFP Lender and for the proper application and use of the proceeds of the sale thereof, including executing such certificates and receipts as may be necessary to properly document the issuance of the Bond.

In addition, the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bond; and

B. in connection with any matters related thereto, until the final maturity date of the Bond or prepayment, whichever occur first.

Section 19: Covenant to Provide Ongoing Disclosure

The City covenants to provide the CWIFP Lender with such reporting and financial or other information as required under the CWIFP Credit Agreement.

Section 20: Contract; Severability

All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners.

Section 21: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 22: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance and the issuance, sale and delivery of the Bond, are hereby in all respects ratified, approved and confirmed.

Section 23: Repealer

All ordinances or resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 24: Effective Date

This Ordinance shall become effective 30 days following its enactment.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on September 30, 2026.

CITY OF SPOKANE

Spokane County, Washington

_____

Betsy Wilkerson, Council President

_____

Lisa Brown, Mayor

ATTEST:

_____

Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

_____

City Attorney

_____

Tanya Lawless, Bond Counsel

* *

C E R T I F I C A T E

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "**City**"), and keeper of the records of the City Council (the "**Council**"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 30th day of September, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of September 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

R-1

STATE OF WASHINGTON
CITY OF SPOKANE
WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)

UPRIVER DAM PROJECT

(CWIFP ID – [___])

Interest Rate	Final Maturity Date	Dated Date	CWIFP CUSIP
[____]%, subject to the Default Rate (as defined and in accordance with the CWIFP Credit Agreement)	**[___]**, subject to adjustment as set forth in the CWIFP Credit Agreement	[___]	[___]

Registered Owner	**UNITED STATES DEPARTMENT OF THE ARMY, acting by and through the UNITED STATES ARMY CORPS OF ENGINEERS**
Maximum Principal Amount	**$34,680,800**

CITY OF SPOKANE, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**Borrower**"), for value received, hereby promises to pay to the order of the **UNITED STATES DEPARTMENT OF THE ARMY**, acting by and through the **UNITED STATES ARMY CORPS OF ENGINEERS**, or its assigns (the "**CWIFP Lender**"), the lesser of (x) the Maximum Principal Amount set forth above or (y) the aggregate unpaid principal amount of all Disbursements made by the CWIFP Lender (such lesser amount, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the CWIFP Credit Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain CWIFP Credit Agreement, dated as of the date hereof, between the CWIFP Lender and the Borrower (the "**CWIFP Credit Agreement**"). All capitalized terms used in this CWIFP Bond and not defined herein shall have the meanings set forth in the CWIFP Credit Agreement.

The CWIFP Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the CWIFP Loan Amortization Schedule in accordance with the

CWIFP Credit Agreement (which CWIFP Loan Amortization Schedule may be revised from time to time in accordance with the CWIFP Credit Agreement and which CWIFP Loan Amortization Schedule, as so modified, is incorporated in and is a part of this CWIFP Bond), until paid in full. The CWIFP Lender is hereby authorized to modify the CWIFP Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the CWIFP Credit Agreement. Absent manifest error, the CWIFP Lender's determination of such matters as set forth on the CWIFP Loan Amortization Schedule to the CWIFP Credit Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other CWIFP Loan Document.

Payments hereon are to be made in accordance with Section 7(b) (*Manner of Payment*) and Section 29 (*Notices*) of the CWIFP Credit Agreement as the same become due. Principal of and interest on this CWIFP Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the CWIFP Bond shall be treated as a payment in respect of the CWIFP Loan and any prepayment of principal in respect of the CWIFP Loan shall be treated as a redemption in respect of the CWIFP Bond. If the Final Maturity Date is adjusted in accordance with the CWIFP Credit Agreement, the due date of this CWIFP Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the CWIFP Lender and such amendment shall in no way amend, modify or affect the other provisions of this CWIFP Bond without the prior written agreement of the CWIFP Lender. Any such amendment shall be reflected in a revised CWIFP Loan Amortization Schedule.

This CWIFP Bond has been executed under and pursuant to the CWIFP Loan Documents and is issued to evidence the obligation of the Borrower under the CWIFP Loan Documents to repay the loan made by the CWIFP Lender and any other payments of any kind required to be paid by the Borrower under the CWIFP Credit Agreement or the other CWIFP Loan Documents referred to therein. Reference is made to the CWIFP Credit Agreement for all details relating to the Borrower's obligations hereunder. This Bond is issued as a private placement to the CWIFP Lender and has not been registered under the Securities Act of 1933 or any state securities laws.

Payment of the obligations of the Borrower under this CWIFP Bond is payable from the Revenue Bond Fund and secured pursuant to Ordinance No. _____, adopted by the City Council of the Borrower on September __, 2026 (the "**CWIFP Ordinance**") by the Pledged Collateral. This CWIFP Bond is a Parity Bond (as such term is defined in the CWIFP Ordinance), entitled to all of the benefits of a Parity Bond under the CWIFP Ordinance. The Lien on the Pledged Collateral securing this CWIFP Bond for the benefit of the CWIFP Lender is (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Parity Obligations and (b) senior in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations. This CWIFP Bond is not a general obligation of the Borrower.

This CWIFP Bond may be prepaid at the option of the Borrower in whole or in part, without penalty or premium, in accordance with Section 8 (*Prepayment*) of the CWIFP Credit Agreement.

Any delay on the part of the CWIFP Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to and in the issuance of this CWIFP Bond have happened, exist and have been performed as so required. This CWIFP Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City of Spokane has caused this CWIFP Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This CWIFP Bond is the City of Spokane Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan), dated _____, 2026, described in the CWIFP Ordinance.

CITY OF SPOKANE, WASHINGTON

By_____
Treasurer, as Registrar

(FORM OF ASSIGNMENT)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED EXCEPT AS PERMITTED UNDER THE CWIFP CREDIT AGREEMENT.

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns, and transfers unto

(*Please Insert Social Security or other identifying number of Assignee(s)*):

the within CWIFP Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

[End of Form of Bond]

EXHIBIT "B"

FORM OF CWIFP CREDIT AGREEMENT

[TO BE ATTACHED]