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 July 21, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on July 22, 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, July 17, 2026, and ending at 6:00 p.m. on Wednesday, July 22, 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 July 20, 2026. You must sign up by 6:00 p.m. on Wednesday, July 15, 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

July 22, 2026

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

Mayor Lisa Brown
Council President Betsy Wilkerson

Council Member Michael Cathcart	**Council Member Paul Dillon**
Council Member Sarah Dixit	**Council Member Kitty Klitzke**
Council Member Kate Telis	**Council Member Zack Zappone**

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

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

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

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

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

AGENDA REVIEW SESSION

(11:00 a.m. Tuesday, July 21, 2026)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

AGENDA REVIEW (Staff or Council Member briefings and discussion)

CONSIDERATION OF DEFERRALS OR AMENDMENTS OF ITEMS ON COUNCIL AGENDA

APPROVAL BY MOTION OF AGENDA

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, July 22, 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. 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.

Resolutions (Proposed)

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

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

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

Ordinances (Proposed)

PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address each item individually in the pending legislative items section. No final action will be taken by council on these items.

A. Boards and Commissions Appointments (Pending)

B. Reports, Contracts and Claims (Pending)

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

1. **OPR 2026-0621** Mid-year grant award from the Administrative Office of the Courts beginning 7/1/26 - pretrial pass-through funding in the amount of $7,000 to be utilized for National Association of Pretrial Services Agencies (NAPSA) memberships/certifications, NAPSA conference and related expenses. (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart) Jacquie van Wormer

2. **OPR 2026-0622** Mid-year grant award from the Administrative Office of the Courts beginning 7/1/26 - post conviction pass through funding in the amount of $11,475 to be utilized for American Probation and Parole Association (APPA) certification program. (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart) Jacquie van Wormer

3. **OPR 2021-0385** Contract Renewal 3 of 3 with ABM Industry Groups, LLC (Spokane, WA) for janitorial services for Spokane Police Department properties from June 1, 2026 through May 31, 2027-$94,816.20 (plus tax). (Council Sponsors: Council Members Telis and Cathcart) Matt Cowles

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

1. **OPR 2023-0895** Value Blanket renewal 3 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from 9/15/26-9/14/27 and a total cost not to exceed $75,000.00, plus tax. (Various Neighborhood Councils) (RFQ 5950-23) (Council Sponsor: Council Member Klitzke) Trace Bradburn

2. **OPR 2022-0617** Value Blanket renewal 4 of 4 of with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets from 10/4/2026-10/3/2027 at a cost not to exceed $932,000. (ITB 5693-22) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris

3. **OPR 2022-0618** Value Blanket renewal 4 of 4 with Valmont Industries Inc. (Omaha, NE) for the purchase of traffic signal standards from 10/4/2026-10/3/2027 at a cost not to exceed $654,000. (ITB 5680-22) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris

4. **OPR 2026-0648** Five-year value blanket order with Olympic Foundry, Inc. (Seattle, WA) for the purchase of waterworks access frames and covers on an as-needed basis - $375,000. (RFP 6556-26) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Reiner Hershaw

5. **OPR 2026-0649** Purchase from Ferguson Waterworks (Spokane Valley, WA) of ¾ and 1 inch Copper Pipe for Water Department Inventory – $329,580 (plus tax). (RFP 6583-26) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw

6. **OPR 2010-0525** Contract Amendment with Van Ness Feldman, LLP, Seattle, Washington, requesting an additional $25,000.. Contract is from 2010 until terminated, total cost including this amendment is $177,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

7. **OPR 2023-1067** Contract Amendment for the Geotechnical Engineering On-Call Contract (Non-Federal) with Budinger & Associates, Inc. (Spokane, WA) to increase the budget for an additional $250,000.. (Various Neighborhood Councils). (ENG 2023115) (Council Sponsor: Council Member Klitzke) Dan Buller

8. **OPR 2026-0651** Contract with the Washington Department of Commerce (26-96330-016) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $289,000. (Relates to Special Budget Ordinance C36907) (Council Sponsor: Council Member Klitzke) Nate Sulya

9. **OPR 2023-0896** Contract renewal 3 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from 9/1/26-8/31/27 and a total cost not to exceed $150,000.00, plus tax. (PW ITB 5918-23) (Council Sponsor: Council Member Klitzke) Trace Bradburn

10. **OPR 2026-0652** Contract with Black and Veatch Corporation (Overland Park, KS) to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement - $300,000. (RFQ 6539-26) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw

11. **OPR 2026-0650** Low Bid of (to be determined at bid opening) (City, ST) for Fish Lake Trail Phase 1 - $__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (West Hills Neighborhood). (ENG 2023106) (Council Sponsor: Council Members Klitzke) Dan Buller

Urban Experience Committee (UE) (Pending)

1. **OPR 2026-0653** Mid-year grant award from the Administrative Office of the Courts for Municipal Court to support Therapeutic Courts in the amount of $559,239.08 for July 1, 2026, through June 30, 2027. The award includes funding for salary/benefits (including adding an additional Community Justice Counselor position), staff equipment, training and travel, treatment services, and recovery supports. (Relates to Special Budget Ordinance C36910) (Council Sponsor: Council Member Zappone) Sarah Thompson

2. **OPR 2026-0657** Five-year (5) value blanket order with Ferguson Waterworks (Spokane Valley, WA) for the as-needed purchase of the replacement of the Pentair Water ChlorPlus Protect 10 PFOA/PFOS Cartridge - $175,000. (Council Sponsors: Council Members Klitzke and Zappone) Chris Averyt

3. **OPR 2026-0286** No-cost Contract Extension with C. Watts Trucking, LLC. for demolition and asbestos abatement at 101 and 105 N. Madelia, Spokane - $326,130. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jason Ruffing

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

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.

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 C36906** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funding from the Administrative Office of the Courts to support the Community Justice Services Department for pre-trial and post-conviction services, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart) Jacquie van Wormer

2. **ORD C36907** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funding awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP) ($289,000), and declaring an emergency. (Relates to OPR 2026-0651) (Council Sponsors: Council Members Zappone and Dixit) Nate Sulya

3. **ORD C36908** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to authorize the addition of three positions and increase the budget

for debt service payments, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Stephen Williams

4. **ORD C36909** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funding from the Idaho Office of Emergency Management to provide hazmat response services and training to the State of Idaho, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Tom Williams

5. **ORD C36910** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept an Administrative Office of the Courts grant to support therapeutic courts for state fiscal year 2027, and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit) Sarah Thompson

6. **ORD C36911** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept a Department of Justice grant to purchase two evidence freezers for the Spokane Police Department, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Matt Cowles

7. **ORD C36912** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to add one Geographic Information Systems (GIS) Analyst I and one Wastewater Inspector to the Water – Wastewater Fund, and one Waste to Energy (WTE) Power Plant Operator and one WTE Utility Operator to the Solid Waste Fund, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Marlene Feist

E. Resolutions (Pending)

F. Ordinances (Pending)

1. **ORD C36903** adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

2. **ORD C36902** to adopt an overlay zone for property located at 4900 Valley Springs Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property. (Council Sponsors: Council President Wilkerson and Council Member Cathcart) Melissa Owen

Wilkerson proposed amendment to Ordinance C36902 filed July 7, 2026, and included in agenda packet under ORD C36902 for public comment.

3. **ORD C36877** Creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Dixit) (As amended 6-8-26) (Moved from Final to Proposed on 7-14-26) Council Member Dillon

   Dillon / Dixit / Telis proposed amendment to Ordinance C36877 filed July 9, 2026, and included in agenda packet under ORD C36877 for public comment.

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address each item individually in the pending legislative items section. No final action will be taken by council on these items.

A. Boards and Commissions Appointments (Final)

1. Park Board (CPR 1981-0402) – Two Appointments:
   - Dean Davis
   - Gregory Gordon

2. Climate Resilience and Sustainability Board (CPR 2024-0030) – One Appointment:
   - Elysée Kazadi

B. Reports, Contracts and Claims (Final)

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

1. **OPR 2024-0289** Contract Amendment with Galls, LLC (Lexington, KY) for police uniforms with fitting, repair, and inventory services, to add additional items and allow for vendor requested pricing increases-additional $75,000. (This item went to F&A on 6-22-26) (Council Sponsors: Council Members Telis and Cathcart) Chief Kevin Hall

2. **OPR 2026-0567** Contract with Honeywell International, Inc. (Tempe, AZ) for the purchase and implementation of the USDD Phoenix G2 fire station alerting system to support the City's public safety communications systems--$702,075.94. (This item went to F&A on 6-22-26) (Council Sponsors: Council President Wilkerson and Council Member Telis) Mike Forbes

3. **OPR 2026-0325** Value Blanket Amendment with Galls, LLC (Lexington, KY) for the purchase of soft body armor and external carriers to allow for pricing increases at vendor request, and add additional optional ballistic body armor for executive staff - $200,000. (OPR 2026-0325) (This item went to F&A on 6-22-26) (Council Sponsors: Council Members Telis and Cathcart) Chief Kevin Hall

4. **OPR 2026-0629** Purchase from Alta Fire (Emmett, ID) of a new Hazmat Response Unit for the Spokane Fire Department - $326,012. (Council Sponsors: Council President Wilkerson and Council Member Telis) (As added on 7-14-26) Kyle Chase

5. **OPR 2017-0356** Contract Renewal with ESO Solutions, Inc. (Dallas, TX) for annual subscription for incident record management system rom July 21, 2026, through July 20, 2027. Annual cost will be approximately $119,006.85 plus applicable tax. (Adding a Gold Package to the renewal which will be split between Fire IT and EMS). (Council Sponsors: Council President Wilkerson and Council Member Telis) (As added on 7-14-26) Scott Campbell

6. **OPR 2026-0630** Contract with (????) for the purchase of Russ Bassett Flex Consoles dispatch furniture for SUN 911 - $605,138.05. (Council Sponsors: Council President Wilkerson and Council Member Telis) (As added on 7-14-26) Stephen Williams

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

1. **OPR 2026-0632** Low Bid of Road Products, LLC (Spokane Valley, WA) for Traffic Calming Quick Builds - $497,995. An administrative reserve of 10% of the contract amount will be set aside. (Various Neighborhoods). (Council Sponsor: Council Member Klitzke) (As added on 7-14-26) Dan Buller

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

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

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

Urban Experience Committee (UE) (Final)

1. **OPR 2026-0566** Conditional Multifamily Tax Exemption contract with 2430 and 2434 W. Pacific Partnership for the property located at 2430 W. Pacific Ave., to create 8 dwelling units. Following construction the project intends to finalize under the 8-yr exemption. (Council Sponsors: Council Members Dixit and Zappone) Hollis Staal

2. **OPR 2024-0970** Contract Amendment with Career Path Employment and Training (Spokane) to provide additional funding for supplemental cleanup and abatement services within the public right of way in coordination with City Code Enforcement and the Downtown Spokane Partnership - $60,000 (plus tax). (This item went to F&A on 6-22-26) (Council Sponsor: Council Member Dillon) Luis Garcia

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

1. **OPR 2024-0526** Three-hear Value Blanket Renewal with Pomp Tire Services (Spokane) for the purchase of tires and tire related products - $2,400,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

2. **OPR 2026-0564** Purchase from Pape Machinery (Spokane) of a Trail King TKT30 Tilt Deck Equipment Trailer for the Water Department - $53,209.10 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

3. **OPR 2026-0565** Purchase from RWC Group, Ltd. (Spokane Valley, WA) of the second of 2 International HV607 6 Wheel Dump Trucks for the Street Department - $288,165 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

4. **OPR 2021-0722** Contract Amendment with Summit Law Group (Seattle, WA) re Bacon, et. al., v. City of Spokane, et. al. - increase of $200,000. Total Contract Amount: $885,000.. (Council Sponsor: Council Member Dillon) Michael Piccolo

5. **OPR 2025-0701** Contract Amendment with Triumph Electric, LLC. (Spokane) adding funds for the City Hall generator purchase and installation from October 15, 2025, through September 30, 2026 - $16,562.50 (plus tax). (PW ITB 6408-25) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele

6. **OPR 2022-0617** Value Blanket Amendment with Western Systems Inc. (Everett, WA) for purchase of signal equipment for the Pacific Greenway Project from October 4, 2025, through October 3, 2026 – additional $205,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris

7. **OPR 2025-0262** Contract Renewal 1 of 4 with Desimone Consulting Group (Puyallup, WA) for Federal Lobbying Services from April 1, 2026, through March 31, 2027 - $80,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

Report of the Mayor of Pending:

1. Claims and payments of previously approved obligations, including those of Parks and Library, through July 10, 2026, total $15,008,509.96, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $14,686,724.03. (CPR 2026-0002)

Minutes:

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 C36894** related to the City of Spokane boiler and pressure vessel inspection program; adding a new section 10.29.015 to Chapter 10.29, amending Titles 17F and 17G, and Chapter 10.29 of the Spokane Municipal Code, and repealing sections of Chapters 08.02 and 17F.030, all of the Spokane Municipal Code, and declaring an emergency. (Council Sponsors: Council Members Telis and Zappone) Tami Palmquist

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 C36905** amending Ordinance No. C36794, entitled in part, “An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane”, and amending it to utilize IT capital replacement reserves for PSAP emergency communications radios, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) (As added on 7-14-26) Matt Boston

E. Resolutions (Final)

1. **RES 2026-0049** approving settlement of claims made by Cheryl Burdulis in the amount of $250,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

2. **RES 2026-0050** to set Hearing (for August 26, 2026) for the right-of-way vacation of Rebecca Street between Olive Ave and Alki Ave. (Council Sponsors: Council Members Dillon and Telis) Eldon Brown

3. **RES 2026-0051** approving settlement of claims made by Larry Pond in the amount of $105,000.. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

4. **RES 2026-0052** in support of Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and supporting reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services. (Council Sponsors: Council Members Zappone and Klitzke) Jackson Deese

F. Ordinances (Final)

1. **ORD C36892** expanding and strengthening the 1% for Public Art Program; amending Sections 04.05.050, 07.06.430, and 07.08.106; repealing Sections 07.06.410 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code. (As amended on 7-14-26) Adam McDaniel

2. **ORD C36901** relating to designated shared streets; adopting a new Section 12.08.070 to the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) (As amended on 7-14-26) Jackson Deese

3. **ORD C36900** authorizing the Residential Rental Property Mitigation Fund to support the City's eviction prevention program; amending Section 07.08.157 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Dixit) Adam McDaniel

4. **ORD C36899** of the City of Spokane, Washington, authorizing the sale, issuance and delivery of not to exceed $53,000,000 of the City's Limited Tax General Obligation Refunding Bonds, Series 2026, to provide money to defease and/or refund all or a portion of the City's outstanding Limited Tax General Obligation Refunding Bonds, Series 2015; providing for the call, defeasance, payment and redemption of the refunded bonds; providing for the option of selling the bonds by competitive or negotiated sale; delegating authority to the designated representative to determine the manner of sale and terms of the bonds under the conditions set forth herein; authorizing the execution of an escrow agreement; designating a fiscal agent; pledging the City's full faith, credit and resources to the payment of the bonds; creating and adopting certain funds and accounts and providing for deposits therein; covenanting to comply with certain federal tax and securities laws; delegating certain actions in connection with the preliminary official statement and the official statement; and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (As added on 7-14-26) Matt Boston

5. **ORD C36898** of the City of Spokane, Washington authorizing the sale, issuance and delivery of not to exceed $56,500,000 of the City's Unlimited Tax General Obligation Refunding Bonds, Series 2026, to provide money to defease and/or refund all or a portion of the City's outstanding Unlimited Tax General Obligation Bonds, Series 2015; providing for the call, defeasance, payment and redemption of the refunded bonds; providing for the option of selling the bonds by competitive or negotiated sale; delegating authority to the designated representative to determine the manner of sale and terms of the bonds under the conditions set forth herein; authorizing the execution of an escrow agreement; designating a fiscal agent; pledging the City's full faith, credit and resources to the payment of the bonds; creating and adopting certain funds and accounts and providing for deposits therein; covenanting to comply with certain federal tax and securities laws; delegating certain actions in connection with the preliminary official statement and the official statement; and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (As added on 7-14-26) Matt Boston

6. **ORD C36897** of the City of Spokane, Washington, authorizing the sale, issuance and delivery of not to exceed $106,000,000 of the City's Water and Wastewater System Revenue Refunding Bonds, Series 2026, to pay, defease, redeem and retire all or a portion of the City's outstanding Water and Wastewater System Revenue Bonds, Series 2014; providing for the defeasance, call, payment and redemption of the refunded bonds; providing for the option of selling the bonds by competitive or negotiated sale; authorizing the execution of an escrow agreement; delegating authority to the designated representative to determine the manner of sale and terms of the bonds under the conditions set forth herein; designating a fiscal agent; providing for the registration and authentication of the bonds; creating and adopting certain funds and accounts and providing for deposits therein; covenanting to comply with certain federal tax and securities laws; delegating certain actions in connection with the preliminary official statement and the official statement; and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (As added on 7-14-26) Matt Boston

7. **ORD C36896** making technical corrections to the notice requirements for residential evictions, and amending sections 10.57.220 and 10.57.230 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Dixit) Virginia Ramos

8. **ORD C36895** amending ordinance C36776 entitled in part of "An Ordinance relating to municipal sewer services" chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

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 July 22, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for July 28, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for July 29, 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 Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. 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: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 08/19/2026

Date Rec'd	7/6/2026		
Clerk's File #	RES 2026-0053		
Cross Ref #	RES 2025-0115		
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	GENERAL FACILITIES CHARGE PUBLIC RULE UPDATE TO WATER/WASTEWATER		

Agenda Wording

Resolution for Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing.

Summary (Background)

For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage. This resolution updates Public Rule 5200-23-01 to provide more clarity for Water and Wastewater General Facilities Charges (GFCS) - Incentives, Waivers & Offsets, specifically around implementation. This update to the public rule incentive modifies eligibility requirements to better align with federal and state affordable housing requirements; it also clarifies GFC incentive limits.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

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

Narrative

n/a

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Spokane City Clerk No. RES 2026-0053

RESOLUTION REGARDING
PUBLIC RULE FOR GENERAL FACITLIY CHARGES

A resolution regarding amendment of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Charges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be deferred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023, and amended October 6, 2025, is in need of update to provide removal of conflicting terms, and clarify terms regarding implementation of the Public Rule for GFC incentives and offsets, consistent with state law; and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE

REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment “A”.

ADOPTED by City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT “A”

CITY OF SPOKANE PUBLIC WORKS DIVISION/ DEVELOPMENT SERVICES PUBLIC RULE	RULE 5200-25-01 LGL 2023-0029 RES 2026-XXXX (Replaces RES 2025-0115)
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: October 6, 2025; January 1, 2026; July 28, 2026	

1.0 GENERAL

1.1 The City of Spokane Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers, and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred ("Permissive Waiver") so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

1.2 TABLE OF CONTENTS

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2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department, Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

4.1 “Conversion” means the period in time when the property(ies) no longer meet the requirements qualifying it/them for GFC incentives, i.e., the property(ies) are no longer serving as affordable housing.

4.2 “Deferral” means that payment of GFC charges is delayed until the end of the duration outlined by the funding source that qualifies a project for deferral (e.g., 20-year MFTE). Deferred GFC charges may be permanently deferred as outlined in Section 6.2.1-6.2.3.

4.3 “GFC Charges” means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the City and/or the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024, after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

4.4 “Offset” means the amount of GFC charges that are paid by an external, non-utility funding source.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.

5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

5.4 In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a ((~~50~~))40-year covenant to retain specific affordability requirements.

6.0 PROCEDURES

6.1 "Permissive Waiver" of some GFC Charges; Conditions of Waiver

6.1.1 A "Permissive Waiver" allows for a waiver of some GFC charges without a specific non-utility funding source in return for a ((~~50~~))40-year covenant to limit sales or leases to low-income households and other requirements.

6.1.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.

6.1.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.

6.1.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.

6.1.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.1.2 and 6.1.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will

be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.1.4.

6.1.6 Any covenant satisfying the requirements of the above Sections 6.1.2 and 6.1.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.1.2 and 6.1.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

3. Maintenance and habitability. The owner shall maintain all residential rental units and all tenant-serving facilities in a state of good repair and in continuous compliance with SMC 17F.070.400.

6.1.7 All Covenants required under 6.1 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.1.8 GFCs for fire service are not eligible for the permissive waiver.

6.2 GFC Incentives.

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by an identified alternative non-utility revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.2.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.2.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.

6.2.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.2.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.2.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.2.6 For projects to build owner-occupied property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.1 or 6.2 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.1 for the duration specified shall immediately pay all deferred GFC Charges to the City at the current rates (e.g., a project that qualifies for deferral in 2025 fails to maintain eligibility in 2030, GFCs are due at the 2030 rates).

6.4 Maximum Limit of Deferral or Offset under Section 6.((~~1~~))2.

6.4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand ($40,000) per project

6.4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars ($20,000) per project.

6.4.3 There is no maximum limit for permissively waived water or sewer GFC charges.

6.5 Funding.

6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded. Incentives cannot stack, and the maximum amount of deferral is limited to the amounts outlined in section 6.2.

6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.

6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.

6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the ((~~Planning and Economic Development Department~~)) Developer Services Center shall administer this Public Rule.

APPROVED BY:

City Administrator _____ Date

Public Works Director _____ Date

City Attorney _____ Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/8/2026		
Clerk's File #	RES 2026-0054		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE AIRPORT BOARD	**Bid #**	
Contact Name/Phone	ROB SCHULTZ 509-455-6448	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION APPROVING AIRPORT ACQUISITION OF W 53RD AVE		

Agenda Wording

Joint City / County Resolution Approving Airport Acquisition of W 53rd Avenue Property in Spokane County.

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 14011.1316, residential property located generally at 10909 W. 53rd Avenue, in Spokane County. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.

What impacts would the proposal have on historically excluded communities?

Not applicable; purchase of property by Spokane Airport.

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

Not applicable; purchase of property by Spokane Airport.

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

Not applicable; purchase of property by Spokane Airport.

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

Resolution and purchase are consistent with airport authority under Chapter 14.08 RCW and that agreement between Spokane County ("County")and the City of Spokane ("City") dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on June 18, 2026.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List

rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0054
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 14011.1316	)	

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

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

WHEREAS, on June 18, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 14011.1316, residential property located generally at 10909 W. 53rd Avenue, in Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of April 29, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. That the Chief Executive Officer of the Airport Board, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the PSA;

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

_____
Giacobbe Byrd, City Clerk

Approved as to form:

_____

City Attorney

[*signature page follows*]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF APRIL 29, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND GERALDINE AND BRIAN OLMSTEAD

EXHIBIT B

PROPERTY TRANSFER AGREEMENT,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND GERALDINE AND BRIAN OLMSTEAD

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between GERALDINE K. OLMSTEAD, who acquired title as Geraldine IW Kern, an unmarried person ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

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

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 10909 W. 53rd Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Three Thousand Five Hundred Dollars ($3,500.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

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3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Three Hundred Fifty Thousand Dollars ($350,000.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current Diligence Materials"). Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or

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liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in

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which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged statutory warranty deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the

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Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

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

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances (as defined in Section 7.11, below) on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12

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of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be

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adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) All original Permits, to the extent assignable.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(5) A counterpart original of the Closing Statement.

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

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

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

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

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

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(2) Record the Deed.

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

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

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

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual or constructive knowledge of Seller following due inquiry.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

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7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller's knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable

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explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Seller is not a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller is the most knowledgeable person with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

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8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: GO 04/29/26 Buyer's Initials: _____

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Seller is represented by Jeff Nelson of Windermere ("**Seller's Agent**") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Agent at Closing. Buyer has not utilized the services of a broker. Except for Seller's Agent identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

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

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:

Spokane Airport
c/o Airport Board
Attn: David Haring
9000 West Airport Drive, Suite 204
Spokane, Washington 99224
Email: dharing@spokaneairports.net

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	Geraldine K. Olmstead 10909 W. 53rd Avenue Spokane, WA 99224 Email:_____
with a copy to:	_____ Attn: _____ _____ _____ Email:_____
If to Escrow Agent:	Spokane County Title Attn: Keith Newell 1010 North Normandie, Suite 100 Spokane, Washington 99201 Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

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14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

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

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

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____
Name: David Haring
Its: Chief Executive Officer

Date: 6/18/26

SELLER:

AuthentiSIGN
Geraldine Olmstead

GERALDINE K. OLMSTEAD

Date: 04/29/26

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2026. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By:_____
Name: Keith Newell
Title:_____

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

EXHIBIT A
LEGAL DESCRIPTION

NORTH HALF OF TRACTS 18 AND 19 OF GARDEN HOME ADDITION TO HAYFORD AS PER RECORDED IN VOLUME "E" OF PLATS, PAGE 76;

SITUATE IN SPOKANE COUNTY, WASHINGTON.

APN: 14011.1316

Address: 10909 W. 53rd Avenue, Spokane, Spokane County, Washington 99224

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

EXHIBIT B
STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Spokane Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

Abbreviated Legal Description:	GARDEN HOME HAYFORD N1/2 B18-19, SPOKANE COUNTY
Assessor's Parcel Number:	14011.1316

STATUTORY WARRANTY DEED

The Grantor, GERALDINE K. OLMSTEAD, who acquired title as Geraldine IW Kern, an unmarried person, for and in consideration of Ten Dollars ($10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

DATED this ___ day of _____, 202____.

Exhibit – Do Not Execute
GERALDINE K. OLMSTEAD

STATE OF _____)

COUNTY OF _____)

On _____, 20____ before me, _____, personally appeared GERALDINE K. OLMSTEAD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

Exhibit A
To Statutory Warranty Deed
Legal Description

NORTH HALF OF TRACTS 18 AND 19 OF GARDEN HOME ADDITION TO HAYFORD AS PER RECORDED IN VOLUME "E" OF PLATS, PAGE 76;

SITUATE IN SPOKANE COUNTY, WASHINGTON.

Authentisign ID: 95589E95-0E44-F111-8EF2-000D3A55CAFE

Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

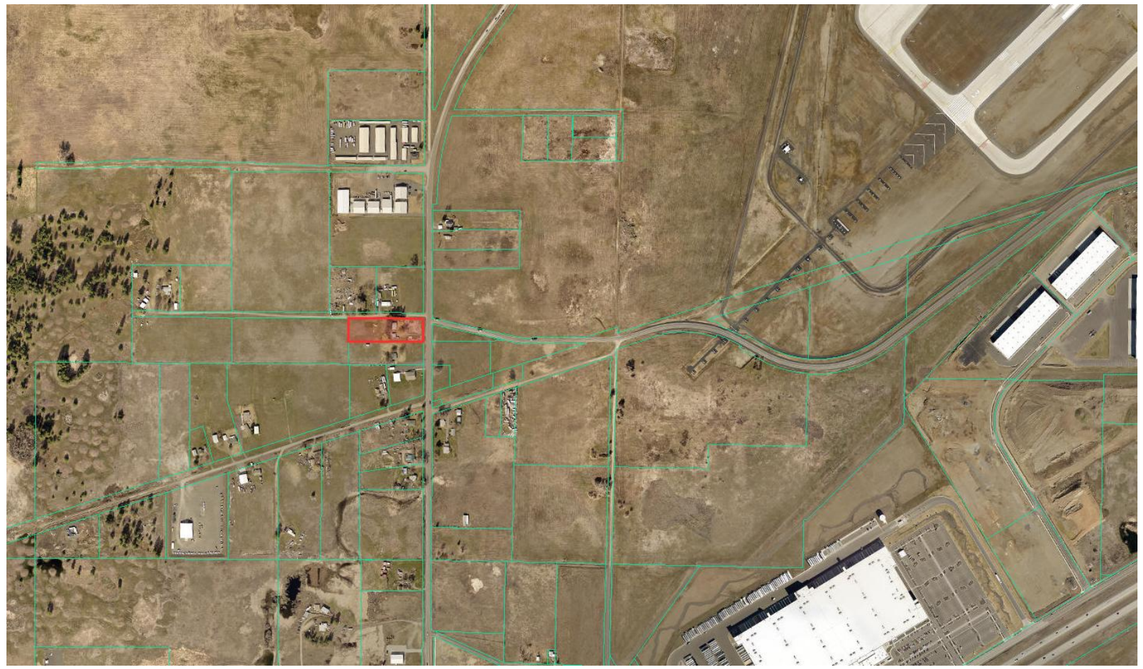
[To be inserted prior to closing]



Spokane Airport Board Proposed Property Acquisitions

Spokane
International Airport

Kern Property



- Located at 10909 W. 53rd Avenue, Spokane, WA 99224, in unincorporated Spokane County
- Spokane County Tax Parcel, 14011.1316
- Parcel: 1.81 acres
- Fair Market Value determined by MAI Appraisal: $350,000 ($4.44 per square foot)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoning: Light Industrial, but currently used as residential
    - Situated on the property is a 1,102 SF home with two bedrooms and a one-bathroom single-family residence constructed in 1952 over a full basement, with a detached one-car garage. The parcel has gravel access and utilizes a well and septic system
    - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV $350,000 *($4.44 PSF)*

Valbridge PROPERTY ADVISORS

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- None.

The value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 1, 2026
Value Conclusion	**$350,000**

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Kern Property 10909 W 53rd Ave Unincorporated Spokane County, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 3, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	May 13, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.073

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	April 1, 2026	$350,000	Reasonable

Tobler Property



- Location: 5007 S. Hayford Road, Spokane, WA 99224, in the City of Spokane
- Spokane County Assessor Tax Parcel 24062.0125
- Parcel: 1.9 acres
- Fair Market Value as determined by MAI appraisal: $383,500 ($4.63 PSF)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoned Light Industrial - Currently used as residential
  - Situated on the property is a 1,938 SF (above grade) four-bedroom, two-bathroom single-family residence constructed in 1909, together with a detached garage and a storage shed on a 1.90-acre parcel. The parcel has paved access and uses a well and septic system.
  - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear title
- Phase I Environmental Assessment result – no concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.9 acres/82,764 SF

FMV: $383,500 *($4.63 PSF)*

Valbridge PROPERTY ADVISORS

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- None.

The value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	March 18, 2026
Value Conclusion	**$383,500**

Compiled by VPA

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope,
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Tobler Property 5007 S Hayford Rd Spokane, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 7, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	April 27, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.071

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	March 18, 2026	$383,500	Reasonable

Questions?

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2026

Date Rec'd	7/8/2026		
Clerk's File #	RES 2026-0055		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE AIRPORT BOARD	**Bid #**	
Contact Name/Phone	ROB SCHULTZ 509-455-6448	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION APPROVING AIRPORT ACQUISITION S HAYFORD RD		

Agenda Wording

Joint City/County Resolution Approving Acquisition of residential property at 5007 S. Hayford Road by the Spokane Airport

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24062.0125, residential property located generally at 5007 S. Hayford Road, in the City of Spokane. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.

What impacts would the proposal have on historically excluded communities?

Not applicable; purchase of property by Spokane Airport

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

Not applicable; purchase of property by Spokane Airport

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

Not applicable; purchase of property by Spokane Airport

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

Resolution and purchase are consistent with airport authority under Chapter 14.08 RCW and that agreement between Spokane County ("County")and the City of Spokane ("City") dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on June 18, 2026.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	WRIGHT, CHRISTOPHER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0055
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24062.0125	)	

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

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

WHEREAS, on June 18, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24062.0125, residential property located generally at 5007 S. Hayford Road, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of _____, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. That the Chief Executive Officer of the Airport Board, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the PSA;

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

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____

City Attorney

[*signature page follows*]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND SHERRIE A. MILLICAN AND NOLAN P. TOBLER IN THEIR CAPACITY AS THE PERSONAL REPRESENTATIVES OF THE ESTATE OF ANNA B. TOBLER

EXHIBIT B

PROPERTY TRANSFER AGREEMENT,
DATED AS OF _____, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND SHERRIE A. MILLICAN AND NOLAN P. TOBLER IN THEIR CAPACITY AS THE PERSONAL REPRESENTATIVES OF THE ESTATE OF ANNA B. TOBLER

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between SHERRIE A. MILLICAN and NOLAN P. TOBLER, in their capacity as the Personal Representatives of the ESTATES OF LAUREL L. TOBLER AND ANNA B. TOBLER ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

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

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 5007 S. Hayford Road, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Three Thousand Eight Hundred Thirty Five Dollars ($3,835.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Three Hundred Eighty Three Thousand Five Hundred Dollars ($383,500.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current Diligence Materials"). Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be

able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is

sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged Personal Representative's Deed ("Deed") LPB 74-16 (r) rev. 03.2026. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

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

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 11, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances (as defined in Section 7.10, below) on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 13 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost (including any survey costs) of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

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

7. Representations and Warranties of Seller. Buyer acknowledges that Seller is a court-appointed Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler (the "Estate") and can make no representations or warranties whatsoever, express or implied, regarding the Property because Seller has insufficient information to make such representations or warranties. Buyer acknowledges that Seller's disclaimer of warranties and representations in this Agreement was bargained for and that the price which Buyer is paying for the Property reflects the lack of warranties and representations by Seller. Buyer further acknowledges that Seller makes no representation or warranty regarding the truth of studies the Buyer believed to be necessary to determine the condition of the Property and the suitability of the Property for the Buyer's purposes.

However, subject to the disclaimer above, and in addition to the representations and warranties contained in other sections of this Agreement, Seller, in Seller's capacity as Personal Representative which commenced on February 27, 2026, makes the following limited warranties and representations to Buyer as set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects from February 27, 2026 to the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months (the "Survival Period"). For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual knowledge of Seller as Personal Representative without any obligation to inquire.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform his or her, as applicable, obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence

exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions.

7.9 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.10 Environmental/Hazardous Substances. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any environmental law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of hazardous substances on or about the Property, or (iii) alleging the potential violation of any environmental law. However, Seller is aware that the Property is located in an area that has been known to be affected by forever chemicals that could have affected Seller's water well from the Fairchild Airforce Base contamination discovered around 2017 in the Airway Heights Area. Therefore, Seller makes no representation or warranty as to the existence of environmental and/or hazardous substances in connection with Seller's water well or any contamination of the Property from the existence of any and all forever chemicals such as, PFAS.

7.11 Insolvency. Seller is not insolvent.

7.12 Anti-Terrorism Laws. Seller is not a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

7.13 Brokers. Except as set forth in Section 14, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement from February 27, 2026 to current and asserted by Buyer within the Survival Period. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

10. Buyer Acknowledgement.

10.1 Exemption from Seller Disclosure Statement. Buyer acknowledges that because this is a purchase from a decedent's estate, Seller is not required to furnish a Seller's disclosure statement under Ch. 64.06 RCW. Buyer understands that Seller has not completed and will not provide a Seller's disclosure statement to Buyer. Notwithstanding any other provisions of this Agreement or its addendums, all references to Form 17 or a Seller's Disclosure Statement required by Ch. 64.06 RCW, shall not apply to this transaction.

10.2 No Representation or Warranty as to Condition of Property. The Property (including all structures and improvements thereon) is sold without representation or warranty as to (a) the condition or habitability of the Property, (b) the presence or absence of asbestos, urea formaldehyde, or other hazardous or toxic substances on the Property, (c) whether or not the Property complies with applicable housing code provisions or governmental laws or regulations, (d) the location of the Property boundaries and the presence or absence of encroachments upon the Property or from the Property upon adjoining property, (e) whether the Property is served by a public water main, public sewer main or other utilities, and (f) any other matter relating to the Property.

10.3 Personal Property. Any personal property, debris, fixtures or other items remaining on the property when possession is transferred to Buyer shall thereupon become the property of the Buyer and may be retained or disposed of as Buyer determines.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

12. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE

AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: SM N.A.T Buyer's Initials: DSH

13. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

14. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 14 will survive Closing.

15. Miscellaneous.

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

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

15.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 15.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:

Spokane Airport
c/o Airport Board
Attn: David Haring
9000 West Airport Drive, Suite 204
Spokane, Washington 99224
Email: dharing@spokaneairports.net

with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	Estates of Laurel L. Tobler and Anna B. Tobler c/o Personal Representatives Sherrie A. Millican and Nolan P. Tobler P.O. Box 891 Medical Lake, Washington 99022 Email: sherriemillican55@gmail.com
with a copy to:	Gore & Grewe, PS Attn: Joshua P. Grewe 103 E. Indiana Avenue, Suite A Spokane, Washington 99207 Email: jpgrewe@goregrewe.com
If to Escrow Agent:	Spokane County Title Attn: Keith Newell 1010 North Normandie, Suite 100 Spokane, Washington 99201 Email: keith@spokanetitle.com

15.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

15.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

15.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

15.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to

include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

15.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

15.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

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

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

15.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

15.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

15.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____
Name: David Haring
Its: Chief Executive Officer

Date: July 7, 2026

SELLER:

ESTATES OF LAUREL L. TOBLER AND ANNA B. TOBLER

_____
SHERRIE A. MILLICAN, Co-Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler, deceased

Date: 7/7/2026

_____
NOLAN P. TOBLER, Co-Personal Representative of the Estates of Laurel L. Tobler and Anna B. Tobler, deceased

Date: 7/7/2026

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2026. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By:_____
Name: Keith Newell
Title:_____

EXHIBIT A
LEGAL DESCRIPTION

TRACT 25 OF HAYFORD, IN THE COUNTY OF SPOKANE AND STATE OF WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK "E" OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY AUDITOR OF SAID COUNTY.

APN: 24062.0125

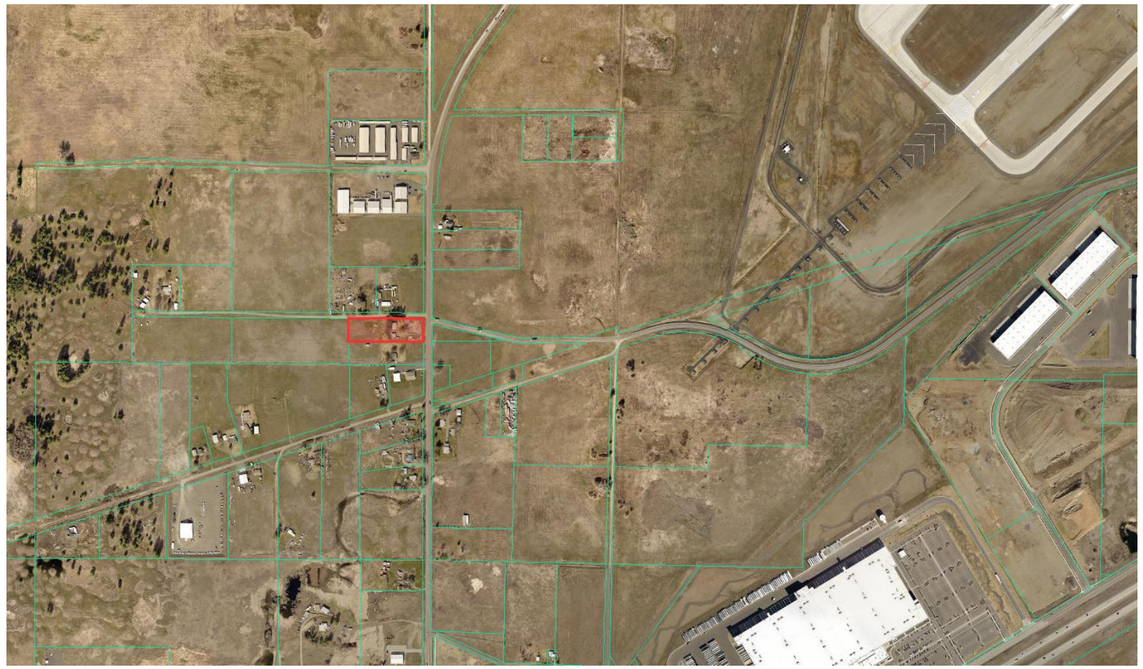
Address: 5007 S. Hayford Road, Spokane, Spokane County, Washington 99224



Spokane Airport Board Proposed Property Acquisitions

Spokane
International Airport

Kern Property



- Located at 10909 W. 53rd Avenue, Spokane, WA 99224, in unincorporated Spokane County
- Spokane County Tax Parcel, 14011.1316
- Parcel: 1.81 acres
- Fair Market Value determined by MAI Appraisal: $350,000 ($4.44 per square foot)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoning: Light Industrial, but currently used as residential
    - Situated on the property is a 1,102 SF home with two bedrooms and a one-bathroom single-family residence constructed in 1952 over a full basement, with a detached one-car garage. The parcel has gravel access and utilizes a well and septic system
    - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV $350,000 *($4.44 PSF)*

Valbridge PROPERTY ADVISORS

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- None.

The value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 1, 2026
Value Conclusion	**$350,000**

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Kern Property 10909 W 53rd Ave Unincorporated Spokane County, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 3, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	May 13, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.073

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	April 1, 2026	$350,000	Reasonable

Tobler Property



- Location: 5007 S. Hayford Road, Spokane, WA 99224, in the City of Spokane
- Spokane County Assessor Tax Parcel 24062.0125
- Parcel: 1.9 acres
- Fair Market Value as determined by MAI appraisal: $383,500 ($4.63 PSF)
- Adjacent to Airport Compatibility Zone 3 and between the current primary runway and the future parallel runway
- Located in Spokane County Airport Overlay Zone 5
- Zoned Light Industrial - Currently used as residential
  - Situated on the property is a 1,938 SF (above grade) four-bedroom, two-bathroom single-family residence constructed in 1909, together with a detached garage and a storage shed on a 1.90-acre parcel. The parcel has paved access and uses a well and septic system.
  - Following the transaction's closing, the structures will be demolished and the well decommissioned.
- Clear title
- Phase I Environmental Assessment result – no concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.9 acres/82,764 SF

FMV: $383,500 *($4.63 PSF)*

Valbridge PROPERTY ADVISORS

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- None.

The value conclusions presented in the following table are based on the data and analyses in the following report:

Value Conclusions

Approach to Value	Current As-Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	March 18, 2026
Value Conclusion	**$383,500**

Compiled by VPA

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope,
Appraiser
Certified General Real Estate Appraiser
WA – License 25025291
License Expires: May 27, 2027

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
WA – License 1100633
License Expires: April 24, 2027

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Tobler Property 5007 S Hayford Rd Spokane, WA 99224
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	April 7, 2026
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	April 27, 2026
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	26.071

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion*	Reviewer's Conclusion
Fee Simple As Is:	March 18, 2026	$383,500	Reasonable

Questions?

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/30/2026
Clerk's File #	OPR 2026-0621
Cross Ref #	ORD C36906
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY JUSTICE SERVICES
Contact Name/Phone	JACQUIE VAN 625-4450
Contact E-Mail	JVANWORMER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPTANCE OF GRANTS FOR PRETRIAL AND POST CONVICTION

Agenda Wording

Community Justice Services received two mid-year grant awards from the Administrative Office of the Courts beginning 7/1/26 in the total amount of $18,475 to support pretrial and post conviction programs.

Summary (Background)

Community Justice Services received two awards: Pretrial pass through funding in the amount of $7,000 to be utilized for National Association of Pretrial Services Agencies (NAPSA) memberships/certifications, NAPSA conference and related expenses. (OPR 2026-0621) Post conviction pass through funding in the amount of $11,475 to be utilized for American Probation and Parole Association (APPA) certification program. (OPR 2026-0622)

What impacts would the proposal have on historically excluded communities?

Meta-analysis research from the field of community supervision has shown that on-going staff training and technical support leads to stronger client outcomes and reductions in recidivism, thereby reducing disparities, creating a safer community and cost-efficiencies.

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?

Community Justice Services (CJS) will utilize various data metrics to analyze the effectiveness of the training and certification program as it relates to outcomes for clients. All data will be disaggregated by race, ethnicity, gender identity, disability or other existing disparities. The data will be shared with the Municipal Court judicial bench and CJS staff for analysis and process improvements.

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

CJS will utilize data metrics that will provide regular analysis of the effectiveness of pretrial release practices, core correctional practices and the risk/need/responsivity model. If data analysis reveals no change in recidivism, connection to services or release rates, adjustments will be completed to operations in order to improve outcomes.

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?

Those that are justice involved, and receive pretrial or probation services, often face adversary and barriers at every step in social service systems as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance staff skills aimed at improving lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

No subcommittee review needed.

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 18,475
Current Year Cost	**$** 18,475
Subsequent Year(s) Cost	**$** 0

Narrative

No match required; one time funds.

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

Funding Source	One-Time
Funding Source Type	Grant

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

No, one time funding

Expense Occurrence	One-Time

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

No match required.

Approvals		**Additional Approvals**	
Dept Head	VAN WORMER, JACQUIE	**ACCOUNTING -**	DUFFEY, ANDREW
Division Director	O'SULLIVAN, KRISTIN		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Derrek Daniels ddaniels@spokanecity.org	Johanna Camp jcamp@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	

WASHINGTON COURTS

OPR 2026-0621

June 12, 2026

Dr. Jacquie Van Wormer, Court Administrator
Spokane Municipal Court
1100 W Mallon Ave
Spokane, WA 99260

Dear Dr. Van Wormer,

Thank you for applying for our FY'27 Pretrial Program pass through funding. We are pleased to inform your approval of the award below:

- **$7,000 to support your primary request for NAPSA memberships/certifications, NAPSA conference and related expenses.**

- Additionally, these other pretrial supports are also permitted: NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.

We believe your project aligns with the stated mission and goals and we look forward to continued collaboration in this work.

Conditions and Requirements:
All recipients are required to attend an onboarding meeting to address the following:

- Disbursement of funds
- Meeting schedule through fiscal year 2027
- Training and technical assistance
- Data collection and reporting

In a separate communication, we will extend a Teams invitation to attend an onboarding meeting as mentioned above. In the meantime, should you have any additional questions or concerns, please do not hesitate to contact us. We also ask that you return the information outlined on page 2 of this letter in a timely manner so we can proceed with the contract phase.

Sincerely,

Colby Brewer,
Senior Court Program Analyst
Court Services Division

Scott Ahlf, Director
Chief Legal Counsel
Court Services Division

FY'27 AWARD ACCEPTANCE PAGE

I accept this award: _____X_____

I decline this award: _____

If accepting this award, please fill out the vital information below so that the contract process can be initiated.

By declaring that you accept the award, you are only confirming that you are willing to move forward toward the contract phase. The Administrative Office of the Courts recognizes that once the contract is received, you may need to collaborate with council members, county executives, and other stakeholders to obtain final approval before it is signed.

Required Information:

Court Name: ____Spokane Municipal Court_____

Street Address: __1100 W Mallon_____

City: _____Spokane_____ Zip Code: __99260_____

Phone Number: _____509-625-4450_____

Project Manager: _____Ms. Johanna Camp_____

Project Manager Email: _____jcamp@spokanecity.org_____

Court Signatory: _____Jacqueline van Wormer_____

Court Signatory Email: ___jvanwormer@spokanecity.org_____

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/30/2026
Clerk's File #	OPR 2026-0622
Cross Ref #	ORD C36906
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY JUSTICE SERVICES
Contact Name/Phone	JACQUIE VAN 625-4450
Contact E-Mail	JVANWORMER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPTANCE OF GRANTS FOR PRETRIAL AND POST CONVICTION

Agenda Wording

Community Justice Services received two mid-year grant awards from the Administrative Office of the Courts beginning 7/1/26 in the total amount of $18,475 to support pretrial and post conviction programs.

Summary (Background)

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What impacts would the proposal have on historically excluded communities?

Meta-analysis research from the field of community supervision has shown that on-going staff training and technical support leads to stronger client outcomes and reductions in recidivism, thereby reducing disparities, creating a safer community and cost-efficiencies.

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?

Community Justice Services (CJS) will utilize various data metrics to analyze the effectiveness of the training and certification program as it relates to outcomes for clients. All data will be disaggregated by race, ethnicity, gender identity, disability or other existing disparities. The data will be shared with the Municipal Court judicial bench and CJS staff for analysis and process improvements.

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

CJS will utilize data metrics that will provide regular analysis of the effectiveness of pretrial release practices, core correctional practices and the risk/need/responsivity model. If data analysis reveals no change in recidivism, connection to services or release rates, adjustments will be completed to operations in order to improve outcomes.

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?

Those that are justice involved, and receive pretrial or probation services, often face adversary and barriers at every step in social service systems as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance staff skills aimed at improving lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

No subcommittee review needed.

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 18,475
Current Year Cost	**$** 18,475
Subsequent Year(s) Cost	**$** 0

Narrative

No match required; one time funds.

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

Funding Source	One-Time
Funding Source Type	Grant

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

No, one time funding

Expense Occurrence	One-Time

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

No match required.

Approvals		**Additional Approvals**	
Dept Head	VAN WORMER, JACQUIE	**ACCOUNTING -**	DUFFEY, ANDREW
Division Director	O'SULLIVAN, KRISTIN		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Derrek Daniels ddaniels@spokanecity.org	Johanna Camp jcamp@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	

OPR 2026-0622

June 15, 2026

Dr. Jacquie van Wormer, Court Administrator
Spokane Municipal Court
1100 W. Mallon Street
Spokane, WA 99260

Dear Dr. Wormer,

Thank you for applying for our FY'27 Post-conviction Program pass through funding. We are pleased to inform your approval for the award below:

- **$11,475 to support your primary request for APPA certification program.**

Additionally, these other post-conviction supports are also permitted:

- Court-ordered classes and assessments/evaluations/treatment (i.e., DV, DUI, ADIS, DV-MRT, SUD, MH)
- Language support
- Transportation
- Ignition Interlock Device
- Training and certifications
- EHM / SCRAM
- Urinalysis / Breathalyzer Testing
- Work Release Fees
- DUI / DV Victim Panels

Conditions and Requirements:
All recipients are required to attend an onboarding meeting to address the following:

- Disbursement of funds
- Meeting schedule through fiscal year 2027
- Training and technical assistance
- Data collection and reporting

In a separate communication, we will extend a Teams invitation to attend an onboarding meeting as mentioned above. In the meantime, feel free to reach out with additional questions or concerns.

Sincerely,

Colby Brewer,
Senior Court Program Analyst
Court Services Division

Scott Ahlf, Director
Chief Legal Counsel
Court Services Division

FY'27 AWARD ACCEPTANCE PAGE

I accept this award: _____X_____

I decline this award: _____

If accepting this award, please fill out the vital information below so that the contract process can be initiated.

By declaring that you accept the award, you are only confirming that you are willing to move forward toward the contract phase. The Administrative Office of the Courts recognizes that once the contract is received, you may need to collaborate with council members, county executives, and other stakeholders to obtain final approval before it is signed.

Required Information:

Court Name: ____Spokane Municipal Court_____

Street Address: __1100 W Mallon_____

City: _____Spokane_____ Zip Code: __99260_____

Phone Number: _____509-625-4450_____

Project Manager: _____Johanna Camp_____

Project Manager Email: _____jcamp@spokanecity.org_____

Court Signatory: ___Jacqueline van Wormer_____

Court Signatory Email: __jvanwormer@spokanecity.org_____

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/1/2026		
Clerk's File #	OPR 2021-0385		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	RFB 21-105
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JANITORIAL SERVICES FOR SPD PROPERTIES		

Agenda Wording

Renewal of contract with ABM for janitorial services.

Summary (Background)

SPD is requesting renewal of its janitorial services contract with ABM. If approved, this will be the final renewal allowed for in original contract, OPR 2021-0385. Terms of contract will be June 1, 2026 - May 31, 2027.

What impacts would the proposal have on historically excluded communities?

N/A

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

No data is collected

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

No data is collected

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 94,816.20
Current Year Cost	$ 94,816.20
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 10,806.96	# 0680-30210-21500-54906-68206
Expense	$ 35,749.20	# 0680-30210-21500-54906-68201
Expense	$ 10,806.96	# 0680-30210-21500-54906-68205
Expense	$ 27,320.40	# 0680-30210-21500-54906-68203
Expense	$ 10,132.68	# 0680-30210-21500-54906-68207
Select	$	#

Funding Source	Recurring
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.)

Approvals		Additional Approvals	
Dept Head	SINGLEY, DAVID	PS EXEC REVIEW	YATES, MAGGIE
Division Director	SINGLEY, DAVID	PURCHASING	NECHANICKY, JASON
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jonathan.bowen@abm.com	spdfinance@spokanepolice.org
dloucks@spokanepolice.org	

City Clerk's No. 2021-0385

CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL
3 OF 3

Title: **JANITORIAL SERVICES FOR SPOKANE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Janitorial Services for Spokane Police Department Properties; and

WHEREAS, the original Contract allowed for three (3) additional one-year renewals, this being the last, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on June 1, 2026 and shall run through May 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **NINETY-FOUR THOUSAND EIGHT HUNDRED SIXTEEN AND 20/100 DOLLARS** (**$94,816.20**), plus applicable sales tax, in accordance with Contractor's June 4, 2026 Quote, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

ABM INDUSTRY GROUPS, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE
POLICE DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certification regarding Debarment
Contractor's June 4, 2026 Quote

26-176

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)

Spokane Branch Office
112 N. Altamont Street
Spokane, WA 99202
Telephone: (509) 535-2022
Facsimile: (509) 534-5074

June 4, 2026

Spokane Police Department
Michelle Loucks
1100 West Mallon Ave
Spokane, WA 99260

RE: Spokane Police Department

Dear Michelle,

We are proud to be a partner with the Spokane Police Department and look forward to a continued successful relationship for years to come.

Enclosed is a quote to renew our contract with an increase to account for prevailing wage and add service days to the Gardner and North locations

Please review and feel free to call if you have any questions or concerns.

Sincerely,

Jonathan Bowen

Jonathan Bowen
District Manager
509.535.2022
Jonathan.bowen@abm.com

Your Service Quote – Exhibit A

We'll help you create new efficiencies to improve your bottom line

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on walk-throughs and specifications, discussions with you, and our industry expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared for: Spokane Police Department

Services: Janitorial Services

Location	Address	Weekly Frequency	Monthly Price
Alki	4010 E. Alki Spokane, WA 99202	Two (2) Times	$ 900.58
Academy	2302 N. Waterworks St Spokane, WA 99212	Six (6) Times	$ 2,979.10
Northeast Precinct	5124 N. Market Street Spokane, WA 99217	Two (2) Times	$ 900.58
Gardner	1427 W. Gardner Spokane, WA 99201	Three (3) Times	$ 2276.70
South Precinct	524 S. Stone Spokane, WA 99202	One (1) One	$ 844.39

Price includes all labor, benefits, payroll taxes and insurance, supervision, cleaning supplies and equipment. Restroom supplies, hand soap and plastic trashcan liners are not included, and are available at separate pricing.

Customer Initials _____ ABM Initials _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: WTW Certificate Center
Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Company of North Ameri	43575
INSURER D : QBE Specialty Insurance Company	11515
INSURER E : American Home Assurance Company	19380
INSURER F : AIG Specialty Insurance Company	26883

INSURED
ABM Building Solutions, LLC
an ABM Industries Incorporated Company
4151 Ashford Dunwoody Road, Suite 600
Atlanta, GA 30319

COVERAGES **CERTIFICATE NUMBER:** W46919398 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $1,000,000 SIR [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	XSL G48953335	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ 6,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ] [ ]	Y	Y	ISAH11380931	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	XEU G27910865 011	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C72623538	11/01/2025	11/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			130007484	07/01/2026	07/01/2027	Each Claim/Aggregate Aggregate Retention	$5,000,000 $5,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

City of Spokane Police Depart
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Southeast, Inc.		ABM Building Solutions, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Location: 22205 - Spokane OH

Any person or organization whom you have agreed to is included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured. If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: ISAH11380931 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	$2,000,000

ADDITIONAL REMARKS:
Automobile Liability includes Excess Garage keepers Liability.

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2026 EXP DATE: 05/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	$5,000,000

ADDITIONAL REMARKS:
All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2026 EXP DATE: 05/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	$10,000,000
	Aggregate	$10,000,000
	SIR	$500,000

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Southeast, Inc.		ABM Building Solutions, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Beazley Insurance Company Inc NAIC#: 37540
POLICY NUMBER: V3AD42250101 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Dishonesty/Fidelity	Each Occurrence	$5,000,000
Fidelity		

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: WCU C72623496 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	$1,000,000
CA-$1,000,000 SIR	EL Disease Pol Lmt	$1,000,000
OH WA OR IL MI - $500,000 SIR	EL Disease-Each Empl	$1,000,000

ADDITIONAL REMARKS:
ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72623496

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WILLIS TOWERS WATSON CANCELLATION NOTICE

NAMED INSURED	POLICY NO.
ABM Building Solutions, LLC	All policies listed on the enclosed certificate
	EFFECTIVE DATE SEE PAGE 1

Holder Name:
City of Spokane Police Depart
808 W Spokane Falls Blvd
Spokane, WA 99201

Project:
See Page 1

Cancellation Terms:

IN ADDITION TO THE NOTICE PROVISIONS IN THE POLICY, WILLIS TOWERS WATSON HAS AGREED WITH THE CARRIER THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WILLIS TOWERS WATSON WILL SEND WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITHIN 30 DAYS EXCEPT FOR NONPAYMENT OF PREMIUM. WILLIS TOWERS WATSON WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

Cancellation Terms Apply to the Following Coverages:

All policies listed on the enclosed certificate

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol XSL	Policy Number G48953335	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent that said person or organization is required to be indemnified by your written contract with said additional insured executed prior to loss, and in accordance with the terms of such indemnification requirement, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your ongoing or completed operations.

Further, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
ABM Industries Incorporated			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48953335	11/01/2025 to 11/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

_____

Authorized Representative

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
ABM Industries Incorporated			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48953335	11/01/2025 to 11/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

_____

Authorized Representative

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

_____
Authorized Representative

RECOVERY FROM OTHERS

Named Insured			Endorsement Number
ABM Industries Incorporated			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
WCU	C72623496	11/01/2025 to 11/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

_____
Authorized Representative

License Information:

New search Back to results

Entity name: ABM INDUSTRY GROUPS, LLC

Business name: ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

Entity type: Limited Liability Company

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

Location address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

Mailing address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

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
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2027	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2027	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017
Pullman General Business - Non-Resident				Active	Jan-31-2027	Aug-20-2024
Ritzville General Business - Non-Resident				Active	Jan-31-2027	Jul-01-2019

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jan-31-2027	Apr-12-2017
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ABM INDUSTRIES INCORPORATED	
MENDONCA, MICHAEL	VICE PRESIDENT

Registered Trade Names

Filter

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017

Registered trade names	Status	First issued
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRY GROUPS, LLC	Active	Jan-04-2024
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/29/2026 11:06:34 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/6/2026		
Clerk's File #	OPR 2023-0895		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 5950-23
Contact Name/Phone	TRACE 625-6524	**Requisition #**	VB 301492
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES		

Agenda Wording

Value blanket renewal 3 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from 9/15/26-9/14/27 and a total cost not to exceed $75,000.00, plus tax.

Summary (Background)

Gas valves are needed for the safe operation of the Waste to Energy Facility. In order to have replacement valves available for maintenance and repairs, RFQ 5950-23 was issued for their as-needed purchase. Two responses were received and Atlas Boiler, Co. was the low-cost bidder. The initial value blanket award was for one year with the option of four (4) additional one-year renewals. This will be the third renewal. Pricing has been updated to reflect current market prices.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget. Funds are utilized on an as-needed basis.

Amount		Budget Account
Expense	$ 75,000.00	# 4490-44100-37148-53210-34002
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.)

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Value Blanket VB-301492	Base Year VB301492-000 Valid through 9/19/2023 to 9/18/2024	1st Option VB301492-001 Valid 9/19/2024 to 9/18/2025	2nd Option VB301492-002 Valid 9/19/2025 to 9/18/2026	3rd Option VB301492-003 Valid 9/19/2026 to 9/18/2027
	Per bid RFQ 5950-23, Pricing can be adjusted on the anniversary date of the award (9/19/202x) based on Supplier providing back up documentation. Pricing shall remain firm for a period of 6- months. Pricing adjustment requests will be considered every six-months thereafter, any proposed price increases must be fully documented and justified by the Supplier clearly identify the items impacted by the increase and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Supplier's documentation.			
	Unit Price	**Unit Price**	**Unit Price**	**Unit Price**
PN - 300CMA11-BA22-BB21A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$8,612.87	$9,465.25	$10,417.77	$ 11,071.25
PN - 150SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$4,933.56	$5,532.37	$6,085.60	$ 6,472.87
PN - 200SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$6,107.56	$64,444.43	$7,390.14	$ 7,538.43
PN - 600HMA11-BA22-BB31A0 . Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$25,655.67	$27,067.31	$29,774.04	$ 31,666.06

Bob Dowers, bob@nbiatlasboiler.com Office 509 535 1300 / Cell 737 4052	**Base Year Pricing Was Per Atlas Boiler Response to RFQ 5950-23**	**Name**	Bob Dowers
		Signature	
		Date	7-1-2026

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ATLAS BOILER & EQUIPMENT CO.

Business name: ATLAS BOILER & EQUIPMENT CO INC

Entity type: Profit Corporation

UBI #: 601-089-229

Business ID: 001

Location ID: 0002

Location: Active

Location address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Mailing address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland General Business - Non-Resident	F03			Active	May-31-2027	Sep-04-2013
Spokane General Business	T12040148BUS			Active	May-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	02805			Active	May-31-2027	Apr-26-2004
Yakima General Business - Non-Resident	BL078728			Active	May-31-2027	Jul-30-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DAVID, LILLIE	
DAVID, ROBERT	

Registered Trade Names

Registered trade names	Status	First issued
ATLAS BOILER & EQUIPMENT CO INC	Active	Sep-11-2023

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026		
Clerk's File #	OPR 2022-0617		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

Value Blanket renewal 4 of 4 of with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets from 10/4/2026-10/3/2027 at a cost not to exceed $932,000.

Summary (Background)

The renewal of this Value Blanket (VB-301399), awarded via bid ITB 5693-22, provides a streamlined means of ordering traffic signal control cabinets for capital projects and/or street maintenance replacements. This Value Blanket is contracted with Western Systems Inc. and covers both ferally funded and non-federally funded projects.

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	**$** 932,000
Current Year Cost	**$** 932,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 932,000	**#** Various
Select	**$**	**#**
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	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Robert Nims rnims@westernsystems-inc.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24698**	**4**
	Replaces Q-19460	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:	To place an order:
Contact: Rick Rinderle **Phone:** 509-625-6527	**Contact:** Robert Nims
Company: City of Spokane	**Phone:** 425-438-1133
Email: rrinderle@spokancity.org	**Fax:** (425) 438-1585
Address: 901 N Nelson St	**Email:** rnims@westernsystems-inc.com
City/State: Spokane, Washington 99202	**This order is subject to the terms & conditions*

Qty	Part #	Description	Unit Price	Ext. Price
1	**3025025002**	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,712.77	$3,712.77
1	**2525013000**	CONTROLLER CABINET (TS2-2); SPOKANE TYPE SMG (2016)	$12,325.62	$12,325.62
		CITY OF SPOKANE TYPE SMG SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG9XX-US**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	**2010000040**	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	**4050090021**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,493.02	$1,493.02
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
1	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$366.69
9	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$434.70
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
3	**5040040020**	FLASH TRANSFER RELAY	$48.25	$144.75
4	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$1,890.56
1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	**5455050072**	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	**5460015000**	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	**5460010450**	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	**6130020097**	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$50,764.88**
Shipping	$0.00
Tax 9.00%	$4,568.84
Grand Total	**$55,333.72**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24701**	**4**
	Replaces Q-19439	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3025025002	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,712.77	$3,712.77
1	2525012060	CONTROLLER CABINET (TS2-1); SPOKANE TYPE SMG HAWK (2016) USA	$10,837.54	$10,837.54
		CITY OF SPOKANE TYPE SMG HAWK SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG9XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,493.02	$1,493.02
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.51	$615.51
3	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$1,100.07
6	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$289.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
2	5040040020	FLASH TRANSFER RELAY	$48.25	$96.50
2	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$945.28
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$48,871.72**
Shipping	$0.00
Tax 9.00%	$4,398.45
Grand Total	**$53,270.17**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24705**	**4**

Replaces Q-19457

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3012500001	ENCLOSURE TYPE P+ ALLEN WRENCH (F) ALLEN WRENCH (S) HANDLES (UNFINISHED)	$3,607.27	$3,607.27
1	2510510004	CONTROLLER CABINET (TS2-2); SPOKANE TYPE P+ (ALPHA) 2018	$16,340.33	$16,340.33
		CITY OF SPOKANE TYPE P+ SPECIFICATIONS LOCATION: TBD CABINET # **WSP+33XX**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.46	$43.68
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,516.30	$1,516.30
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
2	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$733.38
16	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$772.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
6	5040040020	FLASH TRANSFER RELAY	$48.25	$289.50
8	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$3,781.12
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48
1	8025010245	UPS POWER MODULE HP 2000W W/(6) RELAYS & 120V INPUT/OUTPUT IP/SNMP 240V OPTION	$2,442.00	$2,442.00
1	8025015000	AUTOMATIC TRANSFER SWITCH ASSEMBLY (ALPHA); 19" RM W/SURGE, UATS, RECEPTACLES 120VAC (020-168-25)	$920.46	$920.46
1	8025095500	RBMS; CONTROLLER, SENSOR INT CABLES, (1) CAT5E CBLS, (4) BS3B-12-4-EQ SENSORS (4 BATTERY SYSTEM)	$904.87	$904.87
1	8025050032	BATTERY CABLE HARNESS KIT 48V 8FT 1/4-20 TERMINALS FXM SERIES W/13IN BLK EXT (334/P+) (SOUTHERN CALIFORNIA)	$326.74	$326.74
4	8025040085	BATTERY ALPHACELL 240XTV (112AH / 75LB)	$332.45	$1,329.80

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$63,361.58**
Shipping	$0.00
Tax 9.00%	$5,702.54
Grand Total	**$69,064.12**

GENERAL CONDITIONS OF SALE

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Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24704**	**4**
	Replaces Q-19451	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3010010102	ENCLOSURE TYPE P (GEN DOOR) ALLEN WRENCH HANDLE, 3 SHELVES (UNFINISHED)	$3,000.61	$3,000.61
1	2510010039	CONTROLLER CABINET (TS2-2); SPOKANE TYPE PG (2016) USA	$14,696.80	$14,696.80
		CITY OF SPOKANE TYPE PG SPECIFICATIONS LOCATION: TBD CABINET # **WSPG33XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,516.30	$1,516.30
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
2	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$733.38
16	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$772.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
6	5040040020	FLASH TRANSFER RELAY	$48.25	$289.50
8	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$3,781.12
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$55,187.28**
Shipping	$0.00
Tax 9.00%	$4,966.86
Grand Total	**$60,154.14**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24706**	**2**
	Replaces Q-19460	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	2100000085	SUB-ASSEMBLY CTC X-RPS RAILROAD SYSTEM INSTALLATION (NEMA CABINET) 2020	$464.60	$464.60

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$464.60**
Shipping	$0.00
Tax 9.00%	$41.81
Grand Total	**$506.41**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESTERN SYSTEMS, INC.

Business name: WESTERN TRAFFIC SYSTEMS

Entity type: Profit Corporation

UBI #: 602-090-725

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Mailing address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12047274BUS			Active	Jan-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Apr-11-2006
Tumwater General Business - Non-Resident	R-007552			Active	Jan-31-2027	Apr-19-2006
Yakima General Business - Non-Resident	BL015072			Active	Jan-31-2027	Dec-28-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HOITING, ZACH	
SMITH, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN SYSTEMS, INC.	Active	Dec-21-2020

The Business Lookup information is updated nightly. Search date and time: 7/7/2026 2:32:42 PM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026		
Clerk's File #	OPR 2022-0618		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	ITB 5680-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC SIGNAL STANDARDS		

Agenda Wording

Value Blanket renewal 4 of 4 with Valmont Industries Inc. (Omaha, NE) for the purchase of traffic signal standards from 10/4/2026-10/3/2027 at a cost not to exceed $654,000

Summary (Background)

The renewal of this Value Blanket (VB-301400), awarded via bid ITB 5680-22, provides a streamlined means of ordering traffic signal standards for capital projects and/or street maintenance replacements where vehicles damage or displace signal standards. This Value Blanket is contracted with Valmont Industries Inc. and covers both federally funded and non-federally funded projects.

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	$ 654,000
Current Year Cost	$ 654,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 654,000	# 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	HARRIS, CLINT E.	PURCHASING	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Sara Jacobs Sara.Jacobs@valmont.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Value Blanket VB301400	Base Year VB301400-00 Valid through 10/4/2022 to 10/3/23 Unit Price	1st Option Year VB301400-01 Valid through 10/4/2023 to 10/3/24 Unit Price	2nd Option Year VB301400-02 Valid through 10/4/2024 to 10/3/25 Unit Price	3rd Option Year VB301400-03 Valid through 10/4/2025 to 10/3/26 (Quote 656667) Unit Price	4th Option Year VB301400-04 Valid through 10/4/2026 to 10/3/27 (Quote 687616) Unit Price
Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104	$840.00	$840.00	$888.00	$933.00	$989.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,000.00	$6,000.00	$6,061.00	$6,368.00	$6,751.00
Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,255.00	$6,255.00	$6,309.00	$6,626.00	$7,024.00
Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,630.00	$6,630.00	$6,653.00	$6,989.00	$7,409.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$7,770.00	$7,770.00	$7,872.00	$8,269.00	$8,766.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,040.00	$10,040.00	$11,120.00	$11,685.00	$12,387.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,395.00	$10,395.00	$11,571.00	$12,157.00	$12,887.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$11,480.00	$11,480.00	$11,723.00	$12,318.00	$13,058.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$13,055.00	$13,055.00	$13,307.00	$13,982.00	$14,821.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,435.00	$7,435.00	$7,512.00	$7,890.00	$8,364.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,595.00	$7,595.00	$7,679.00	$8,065.00	$8,549.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,965.00	$7,965.00	$8,020.00	$8,425.00	$8,931.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$10,315.00	$10,315.00	$11,423.00	$11,997.00	$12,717.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,385.00	$11,385.00	$12,451.00	$13,081.00	$13,866.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,740.00	$11,740.00	$12,904.00	$13,557.00	$14,371.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$12,840.00	$12,840.00	$13,286.00	$13,961.00	$14,799.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,490.00	$14,490.00	$14,937.00	$15,692.00	$16,634.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,795.00	$14,795.00	$15,281.00	$16,054.00	$17,018.00
Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105	$3,295.00	$3,295.00	$3,778.00	$3,968.00	$4,207.00
Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C	$2,635.00	$2,635.00	$2,693.00	$2,830.00	$3,000.00
Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A	$2,175.00	$2,175.00	$2,323.00	$2,440.00	$2,587.00
Valmont Industries, Inc. Ms. Morgan Burbage Phone 402 359 6961 Morgan.Myers@valmont.com	**Base Year Pricing Was Per Valmont Industries Response to ITB 5680-22**			**Name**	Sara Jacobs
				Signature	Reference Sara's attached 7/6/26 email
				Date	7/6/2026

Rinderle, Rick

From: Jacobs, Sara R. <Sara.Jacobs@valmont.com>
Sent: Monday, July 6, 2026 9:15 AM
To: Rinderle, Rick; Burke, Matthew T.
Cc: Thomas, Jared; Aiumu, Kailei; Okihara, Gerald; 'Chad VanOrder'; Alfano, Jake
Subject: RE: 4th Opt Pricing Kindly Sought by 7/6/2026 Pertaining To VB301400 (FW: 3rd Opt VB301400-003 Attached To Enable Future As Needed Orders To Be Placed Through 10/3/2026 (RE: 656667 City of Spokane 3rd year contract 8-20-25
Attachments: 4th Option Pricing VB301400 (10-4-26 to 10-3-27).xlsx

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick,

Thank you for the continued opportunity for this bid. Attached is the completed 4th Option pricing sheet for the upcoming year for orders from 10/4/2026 to 10/3/27. Please let me know if you need any additional information for your City Council approval process.

Thanks,

Sara Jacobs | Product Manager
Valmont Industries, Inc. | 15000 Valmont Plaza | Omaha, NE 68154 USA
Phone +1 (415) 308-2209
sara.jacobs@valmont.com | www.valmontstructures.com

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Thursday, July 2, 2026 9:56 AM
To: Burke, Matthew T. <Matthew.Burke@valmont.com>; Jacobs, Sara R. <Sara.Jacobs@valmont.com>
Cc: Thomas, Jared <jwthomas@spokanecity.org>; Aiumu, Kailei <kaiumu@spokanecity.org>; Okihara, Gerald <gokihara@spokanecity.org>; 'Chad VanOrder' <chad@pnwlts.com>; Alfano, Jake <Jacob.Alfano@valmont.com>
Subject: RE: 4th Opt Pricing Kindly Sought by 7/6/2026 Pertaining To VB301400 (FW: 3rd Opt VB301400-003 Attached To Enable Future As Needed Orders To Be Placed Through 10/3/2026 (RE: 656667 City of Spokane 3rd year contract 8-20-25

Matt,

Thanks for your email.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW.

From: Burke, Matthew T. <Matthew.Burke@valmont.com>
Sent: Thursday, July 2, 2026 9:47 AM
To: Rinderle, Rick <rrinderle@spokanecity.org>; Jacobs, Sara R. <Sara.Jacobs@valmont.com>
Cc: Thomas, Jared <jwthomas@spokanecity.org>; Aiumu, Kailei <kaiumu@spokanecity.org>; Okihara, Gerald

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: VALMONT INDUSTRIES, INC.

Business name: VALMONT INDUSTRIES

Entity type: Profit Corporation

UBI #: 601-757-136

Business ID: 001

Location ID: 0001

Location: Active

Location address: 15000 VALMONT PLZ
OMAHA NE 68154-5243

Mailing address: 1 VALMONT PLZ FL 5
OMAHA NE 68154-5301

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T11053133BUS			Active	Jul-31-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
APPLBAUM, AVNER M.	
BAY, MOGENS C	
CAMPBELL, RENEE L.	
DAAS, KAJ DEN DAAS	
DASHER, ELLEN	
DONAHUE, J TIMOTHY	
FAVRE, RITU C.	
FRANCIS, TIMOTHY PERRY	
FREYE, THEODOR WERNER	

Owners and officers	Title
LANOHA, RICHARD ANDREW	
LARKIN, DIANE	
MASSEY, ROGER ANDREW	
MILLIKEN, JAMES B	
NEARY, DANIEL P	
PAGLIA, CATHERINE J	

Registered Trade Names

Registered trade names	Status	First issued
INTERMOUNTAIN GALVANIZING	Active	Mar-17-1998
PACIFIC STATES GALVANIZING	Active	Mar-17-1998

The Business Lookup information is updated nightly. Search date and time: 7/7/2026 2:42:25 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/7/2026		
Clerk's File #	OPR 2026-0648		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	RFQ 6556-26
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATERWORKS ACCESS FRAMES & COVERS		

Agenda Wording

Five-year value blanket order with Olympic Foundry, Inc. (Seattle, WA) for the purchase of waterworks access frames and covers on an as-needed basis.

Summary (Background)

Request for Quotes #6556-26 was issued to more than 100 contacts via the City's electronic bidding portal on May 18, 2026 for Waterworks Access Frames & Covers - Value Blanket. Two quotes were received by the closing deadline on May 28, 2026. Award is recommended to Olympic Foundry, Inc. (Seattle, WA) as the low responsive, responsible bidder for both import and domestic products. This value blanket will be valid for a single five-year term with no renewal options. Annual spend is estimated at $75,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 375,000.00
Current Year Cost	$ 75,000.00
Subsequent Year(s) Cost	$ 300,000.00

Narrative

Award Recommended to Olympic Foundry, Inc (Seattle, WA) as low responsive, responsible bidder.

Amount		Budget Account
Expense	$ 375,000.00 5YR VB	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42440-94340-56595-99999

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-14-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	WATERWORKS ACCESS FRAMES & COVERS
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Request for Quotes #6556-26 was issued to more than 100 contacts via the City's electronic bidding portal on May 18, 2026 for Waterworks Access Frames & Covers - Value Blanket. Two quotes were received by the closing deadline on May 28, 2026. Award is recommended to Olympic Foundry, Inc. (Seattle, WA) as the low responsive, responsible bidder for both import and domestic products. This value blanket will be valid for a single five-year term with no renewal options. Annual spend is estimated at $75,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☐ N/A

Total Cost: $375,000.00

Current year cost: $75,000.00

Subsequent year(s) cost: $300,000.00

Narrative: Award Recommended to Olympic Foundry, Inc (Seattle, WA) as low responsive, responsible bidder.

Funding Source ☒ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain

affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

Bid Response Summary

Bid Number RFQ 6556-26
Bid Title Waterworks Access Frames & Covers - Value Blanket
Bid Base Currency USD
Due Date Thursday, May 28, 2026 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Olympic Foundry
Submitted By Katie Doell - Thursday, May 28, 2026 9:58:59 AM [(UTC-08:00) Pacific Time (US & Canada)]
katie.d@olympicfoundry.com
Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1 ADDENDA	Indicate how many Addenda bidder acknowledges receipt of	5
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Katie Doell Katie.d@olympicfoundry.com 206-833-2217
Award of Contract			
	1	Award of contract (Value Blanket) when made, will be to the bidder whose bid is the most favorable to the Purchaser, taking into consideration price and other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS QUTOE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful bidders will not automatically be notified of Quote/Bid results	I acknowledge
	2	The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers	I acknowledge
Council Approval			
	1	Award of this business will be subject to City Council approval.	Understood
	2	Council review for approval is anticipated in July 2026.	Understood
Value Blanket Terms			
	1	Product shall be awarded on a five (5) year value blanket order with no option for renewals. The quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Understood and Agreed
	2	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Understood and Agreed

	3	Pricing as quoted shall be firm for placement of orders for the first twelve (12) months from value blanket issue. Thereafter, price adjustments may be proposed by the supplier at the anniversary date on a twelve (12) month basis, firm for any orders placed through the end of that period, subject to City acceptance. Price increases requested by the supplier shall be accompanied with sufficient justification from the product manufacturer. During the contract period and any renewals thereof, price decreases at the manufacturer's and wholesaler's levels shall be reflected in a price reduction to the City retroactive to the supplier's effective date. The supplier may request cost increases only upon annual provision of pricing or upon the City's invitation for renewal. The supplier's prices shall otherwise remain firm throughout the contract period with no provision for increases unless specific provisions are proposed and agreed upon.	Understood and Agreed
	4	The City reserves the right to inquire at any time for sufficient justification of the supplier's current pricing.	Understood and Agreed
	5	Product and domestic product may be awarded separately. The City reserves the right to award this business in the best interest of the City of Spokane, subject to legal requirements.	Understood and Agreed
Product			
	1	All product quoted and delivered for part #B3330 must comply fully with all specifications in the A-12 City Standard Plan (as attached in the 'Documents' tab). All product embossing shall read "WATER."	Understood and Agreed
	2	All product quoted and delivered for part #B3333 must comply fully with all specifications in the Water Meter Manhole Cover drawing (as attached in the 'Documents' tab).	Understood and Agreed
	3	Each product quoted and to be delivered for part #B3336-L-24 must comply fully with all specifications in the A-12 and A-13 City Standard Plan (A-12, A-13 as attached in the 'Documents' tab). All product embossing shall read "WATER."	Understood and Agreed
	4	All products quoted and delivered shall be non-coated.	Understood and Agreed
	5	Any and all costs related to the casting and production of these products is understood to be included in the product unit pricing. The City shall assume no obligation for additional fees or expenses (with the exception of applicable sales tax).	Understood and Agreed
	6	Product quoted and to be delivered shall be manufactured by:	Olympic Foundry, D & L Foundry
	7	Product quoted shall be delivered within the following number of business days after receipt of order (ARO):	7
	8	Domestic product may be quoted for this section, but will still be evaluated for award as the lowest price meeting specifications.	Understood and Agreed
	9	All product in this section must be bid on the 'Pricing' tab to be eligible for award.	Understood and Agreed
Domestic Product			
	1	All product requirements shall apply to domestic product, unless superseded by the following requirements.	Understood and Agreed
	2	All product quoted and delivered shall comply with the Buy America provisions in Title 23 of the United States Code, Section 313 "Domestic Product Only" (all products shall be made in America) and all shipments shall be accompanied by a Certificate of Materials Origin (CMO).	Understood and Agreed

	3	Locate the Certification of Materials Origin (CMO) form on the 'Documents' tab and review. All domestic product must ship with a complete, signed CMO form verifying without exception that no products contain foreign-made materials. To verify familiarity with the form and acceptance of this requirement, upload a copy here with the name of your company in every modifiable field except the check boxes. Check the first box stating "The materials covered by this certification are American-Made with all manufacturing processing entirely within the United States of America." No signature is required. Failure to provide a CMO compliant with these directions may be grounds to deem a submission 'non-responsive' and, therefore, ineligible for award.	Certificate of Materials Origin (CMO) (1).PDF
	4	CMO forms must be provided for each release order and may be sent by email or hardcopy with order packing lists. Shipments which arrive on the City's dock without a complete, signed CMO form may be refused for delivery acceptance at the supplier's expense. In the event of refusal, supplier remains fully liable to fulfill the order in accordance with the original terms and conditions.	Understood and Agreed
	5	Domestic product quoted and to be delivered shall be manufactured by:	D & L Foundry
	6	Domestic product quoted shall be delivered within the following number of business days after receipt of order (ARO):	7
	7	All domestic product in this section must be bid on the 'Pricing' tab to be eligible for award.	Understood and Agreed
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood
	2	Supplier's Business Registration No.	600534337-001-0001
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment	Make/Model
Product											
	City #B3330	Access Frame & Plain "Water" Cover 24"	Base	Each	100.00	$	USD	$335.50	$33,550.00		
	City #B3333	Access Frame & Drilled "Water" Cover 24"	Base	Each	50.00	$	USD	$328.10	$16,405.00		

	City #B3336-L-24	Access Frame & Locking "Water" Cover 24"	Base	Each	1.00	$	USD	$348.50	$348.50	
Domestic Product										
	City #B3330-D	Access Frame & Plain "Water" Cover 24" - Domestic	Base	Each	1.00	$	USD	$427.38	$427.38	
	City #B3333-D	Access Frame & Drilled "Water" Cover 24" - Domestic	Base	Each	1.00	$	USD	$475.65	$475.65	
	City #B3336-L-24-D	Access Frame & Locking "Water" Cover 24" - Domestic	Base	Each	1.00	$	USD	$478.65	$478.65	
Total Base Bid	$51,685.18									

RFQ 6556-26 Waterworks Access Frames & Covers					
Reference Number	**Description**	**UOM**	**Quantity**	**Olympic Foundry**	**Ferguson Waterworks**
City #B3330	Access Frame & Plain "Water" Cover 24"	Each	100	$33,550.00	$34,552.00
City #B3333	Access Frame & Drilled "Water" Cover 24"	Each	50	$16,405.00	$18,057.00
City #B3336-L-24	Access Frame & Locking "Water" Cover 24"	Each	1	$348.50	$340.00
City #B3330-D	Access Frame & Plain "Water" Cover 24" - Domestic	Each	1	$427.38	$449.87
City #B3333-D	Access Frame & Drilled "Water" Cover 24" - Domestic	Each	1	$475.65	$503.84
City #B3336-L-24-D	Access Frame & Locking "Water" Cover 24" - Domestic	Each	1	$478.65	$500.68
Total Extended				$51,685.18	$54,403.39

RimRiser
$46,000.00
$25,500.00
$525.00
$460.00
$510.00
$525.00
$73,520.00

License Information:

New search Back to results

Entity name: OLYMPIC FOUNDRY INC.

Business name: OLYMPIC FOUNDRY INC.

Entity type: Profit Corporation

UBI #: 600-534-337

Business ID: 001

Location ID: 0001

Location: Active

Location address:
5200 AIRPORT WAY S
SEATTLE WA 98108-1725

Mailing address:
5200 AIRPORT WAY S
SEATTLE WA 98108-1725

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	017863			Active		Aug-24-1994
Bremerton General Business - Non-Resident	21357			Active	May-31-2027	Mar-15-1999
Burien General Business - Non-Resident	08039			Active	May-31-2027	Jan-12-2010
Spokane General Business - Non-Resident				Active	May-31-2027	Feb-14-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GOODING, F DAVID	
STUART, MICHAEL	

Owners and officers	Title
THOMPSON, JASON	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/18/2026 12:06:37 PM

Contact us

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Take our survey!

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Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026		
Clerk's File #	OPR 2026-0649		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6583-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	RE# 21004
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATER DEPARTMENT PURCHASE OF COPPER PIPE		

Agenda Wording

Review and Approve Purchase of ¾ and 1 inch Copper Pipe for Water Department Inventory.

Summary (Background)

On June 18th, 2026 Invitation for bids RFQ#6583-26 for ¾, and 1 inch Copper Pipe was issued to 85 contacts via the city's electronic bidding portal in support of the 2026/2027 service season. Bids were due on July 7th, 2026. 2 bids were received. Award of this business is recommended to Ferguson (Spokane Valley, WA) being the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 329,580.00 Plus Tax
Current Year Cost	$ 329,580.00 Plus Tax
Subsequent Year(s) Cost	$ Zero

Narrative

Water Department mid-year purchase 1" and ¾" Copper pipe for warehouse inventory.

Amount		Budget Account
Expense	$ 329,580.00 Plus Tax	# 4100 42440 94340 56595 99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100 42440 94340 56595 99999

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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nrussell@spokanecity.org	Brandon Cushing brandon.cushing@ferguson.com

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-14-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Water Department purchase of Copper Pipe
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** On June 18th, 2026 Invitation for bids RFQ#6583-26 for ¾, and 1 inch Copper Pipe was issued to 85 contacts via the city's electronic bidding portal in support of the 2026/2027 service season. Bids were due on July 7th, 2026. 2 bids were received. Award of this business is recommended to Ferguson (Spokane Valley, WA) being the low responsive, responsible bidder.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 329,580.00 Plus Tax

Current year cost: $329,580.00 Plus Tax

Subsequent year(s) cost: Zero

Narrative: Water Department mid-year purchase 1" and ¾" Copper pipe for warehouse inventory

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: 4100 42440 94340 56595 99999 Program revenue

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

Council Subcommittee Review

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

ITB #6583-26 Copper Pipe Products

Reference Number	Description	Type	UOM	Quantity	Ferguson Waterworks	M&L Supply Co. Inc
Product - Pipe: Copper						
1. City #P1100-1	1" - (350) 60' Rolls	Base	Foot	21,000.00	$269,640.00	$275,328.90
2. City #P1100-3/4	3/4" - (100) 60' Rolls	Base	Foot	6,000.00	$59,940.00	$59,232.00
Total Extended					$329,580.00	$334,560.90

Ferguson Waterworks
7310 E Indiana Ave
Spokane Valley, WA, 99212

July 6th, 2026

Dear City of Spokane Procurement,

Ferguson Enterprises is the nation's largest wholesale distributor of residential and commercial plumbing supplies and a major distributor of HVAC equipment, fire protection systems, waterworks and industrial products and services, with over 1,000,000 customers in over 1,900 locations in 50 states, the District of Columbia, Puerto Rico, Mexico, and the Caribbean. Ferguson is a Virginia Limited Liability Company that has been doing business since 1953 whose parent company is Ferguson US Holdings, Inc.. Ferguson's ultimate parent company is Ferguson plc, a publicly traded corporation domiciled in New Jersey.

Ferguson Waterworks in Spokane Valley, WA, has successfully supplied copper pipe products as outlined in ITB 6583-26 on prior occasions. Ferguson was awarded the contracts for Copper Pipe Products RFQs 6227-24 & 6311-25 in October of 2024 and March of 2025, respectively. The decision by council to award Ferguson on these occasions demonstrates our familiarity with and ability to provide the specified materials within the agreed terms. Copper pipe products are also included in the Washington Department of Enterprise Services (DES) Contract #23623 awarded to Ferguson Enterprises.

Sincerely,



Jess Bergers

Municipal Sales Manager
Ferguson Waterworks

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Nov 07, 2025

Limited Liability Company

Unified Business ID #: 601650231
Business ID #: 001
Location: 0051
Expires: Jul 31, 2026

FERGUSON ENTERPRISES, LLC
7310 E INDIANA LN
SPOKANE VALLEY WA 99212-1249

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:

FERGUSON ENTERPRISES, LLC

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.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601650231 001 0051

Expires: Jul 31, 2026

FOLD HERE

FERGUSON ENTERPRISES, LLC
7310 E INDIANA LN
SPOKANE VALLEY WA 99212-1249

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Bid Response Summary

Bid Number ITB 6583-26
Bid Title Copper Pipe Products
Bid Base Currency USD
Due Date Tuesday, July 7, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Ferguson Waterworks
Submitted By Brandon Cushing - Monday, July 6, 2026 2:26:44 PM [(UTC-08:00) Pacific Time (US & Canada)]
brandon.cushing@ferguson.com 15094300757
Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	BRANDON CUSHING 509-430-0757 BRANDON.CUSHING@FERGUSON.COM KAIA HAMRICK - ORDER PLACEMENT CONTACT 360-252-2983 KAIA.HAMRICK@FERGUSON.COM
	2	Successful bidder will designate a representative who will be available during regular City business hours to serve as primary contact for the City in the implementation of this supply agreement and fi any issues arise regarding the product.	I agree and acknowledge
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in Late July early August 2026. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
Award of Contract			
	1	*Award of contract or purchase, when made, will be to the Bidder whose Quote/Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote/Bid results.	I acknowedge and agree
General			

	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	4 WITHDRAWAL OF QUOTES	Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of Sixty (60) calendar days after the due date.	I agree
	5	Successful bidder shall furnish standard warranty, State Warranty Here:	Mueller Streamline warrants for a period of 50 years that its properly installed product will be free of failure as a result of defects in material or workmanship in manufacturing of the product. So long as the manufacturer is promptly notified of failure, the manufacturer will correct that failure by repairing or replacing the product within a reasonable time, without charge. Mueller Streamline toll free - 800-348-8464. Or call Ferguson Waterworks as the distributor of materials - 360-252-2983.
	6	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	OEM - Mueller Streamline Co. 150 Schilling Boulevard, Suite 201 Collierville, TN. 38017 Ferguson Waterworks (Distribution Center) 4100 North Webster Ave Perris, CA 92571-8738 Distributor - Ferguson Waterworks 7310 E Indiana Ave Spokane Valley WA 99212
	7	Bidder must submit a cover letter stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	Spokane ITB 6583-26 - Cover Letter.docx
Product - Pipe: Copper			
	1	All copper pipe must be Type K Soft and meet ASTM B88 standards.	Understood and Agreed
	2	All copper pipe must be delivered in the indicated roll length, individually boxed, single coiled, and on pallets with no more than 25 rolls per pallet for 1" and 30 rolls per pallet for 3/4".	Understood and Agreed
	3	Rolls of copper pipe must *NOT* be double stacked on the delivery truck.	Understood and Agreed
	4	All rolls of copper pipe must be uniformly round throughout.	Understood and Agreed
	5	All copper pipe must be newly manufactured and shipped directly from the factory.	Understood and Agreed

	6	As this product is inventoried and consumed by the City in whole feet, additional fractions of feet on physical rolls delivered will be received by the City at no additional charge.	Understood and Agreed
	7	Supplier acknowledges delivery of all product in this category is requested "ASAP" unless otherwise specified and promises to deliver in full within the following number of business days ARO:	15
	7	Acceptable Manufacturers: Mueller Streamline; Cambridge-Lee only.	I acknowledge and agree
	8	Enter Which manufacturer (Mueller, Streamline or Cambridge-Lee) you are bidding	Mueller Streamline
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
	5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
	6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed
	7	Supplier acknowledges that delivery time shall be a consideration of awarding this business.	Yes
Additional Items			

	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms			
	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
	2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Proprietary Information/Public Disclosure			

	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.” Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
Interlocal Purchase Agreements			
	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. . The Firm’s right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood and Agreed
	2	Supplier's Business Registration No.	FERGUEL813O5
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			

	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment	Make/Model
Product - Pipe: Copper											
	1. City #P1100-1	1" - (350) 60' Rolls	Base	Foot	21,000.00	$	USD	$12.84	$269,640.00		MUELLER STREAMLINE
	2. City #P1100-3/4	3/4" - (100) 60' Rolls	Base	Foot	6,000.00	$	USD	$9.99	$59,940.00		
Total Base Bid		$329,580.00									

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026
Clerk's File #	OPR 2010-0525
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	ELIZABETH 6232
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Van Ness Feldman, LLP, Seattle, Washington, requesting an additional $25,000.00. Contract is from 2010 until terminated, total cost including this amendment is $177,000.

Summary (Background)

Adam Gravley of Van ness Feldman, LLP, has advised and assisted the City on complex water issues, including preparing and strategizing wholesale water sale agreements, evaluating City water rights, providing advice on water strategy and policies, preparing for upcoming water rights adjudication, in-stream flow considerations, and discussions with Department of Ecology on water issues since 2010

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 177,000
Current Year Cost	**$** 25000
Subsequent Year(s) Cost	**$** 152,000

Narrative

Amount		**Budget Account**
Expense	**$** 25,000	**#** TBD
Select	**$**	**#**
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	PICCOLO, MIKE		
Division Director			
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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rhulvey@spokanecity.org	jsalstrom@spokanecity.org

City Clerk's No. OPR 2010-0525

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and **ADAM GRAVELY with the LAW FIRM VAN NESS FELDMAN, LLP.**, whose address is Millennium Tower, 719 Section Avenue, Suite 1150, Seattle, Washington 98104-1728, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide specialized legal advice and counsel in its preparation of the City's wholesale water sale agreement with local communities, along with anticipatorily evaluate City water rights, strategic advice on water strategy and policy and paper claims for upcoming water rights adjudication by the Department of Ecology including the in-stream flow rule planning, flow regulation and strategic analysis to the City; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated July 14, 2010, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective June 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED SEVENTY-SEVEN THOUSAND AND NO/100 DOLLARS ($177,000.00)**.

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

VAN NESS FELDMAN, LLP.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

U26-080

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: VAN NESS FELDMAN, LLP

Business name: VAN NESS FELDMAN, LLP

Entity type: Limited Liability Partnership

UBI #: 601-205-853

Business ID: 001

Location ID: 0006

Location: Active

Location address:
1191 2ND AVE
STE 1800
SEATTLE WA 98101-2996

Mailing address:
2000 PENNSYLVANIA AVE NW
STE 6000
WASHINGTON DC 20006-1909

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bellingham General Business	033106			Active		Dec-12-2005
Issaquah General Business - Non-Resident				Active	Nov-30-2026	Sep-23-2018
Olympia General Business - Non-Resident	19586			Active	Nov-30-2026	Feb-01-2020
Snohomish General Business - Non-Resident	2523			Active	Nov-30-2026	Aug-18-2016
Snoqualmie General Business - Non-Resident	018480			Active	Nov-30-2026	Sep-18-2023
Spokane General Business - Non-Resident	T12114742BUS			Active	Nov-30-2026	Oct-15-2012
Sumner General Business - Non-Resident				Active	Nov-30-2026	May-10-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BUCHOVECKY, JOHN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/8/2026 2:16:53 PM

Contact us

How are we doing?
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Check if your browser is supported

Client#: 40157 VANNES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darlene Hall	
CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502	PHONE (A/C, No, Ext): 443-259-3263	FAX (A/C, No):
	E-MAIL ADDRESS: dahall@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Chubb National Insurance Company	10052
INSURED Van Ness Feldman, LLP 2000 Pennsylvania Ave. NW, Suite 6000 Washington, DC 20006	INSURER B : Federal Insurance Company	20281
	INSURER C : Travelers Casualty & Surety Co of Am.	31194
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	D03325842	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	73655426	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $None			56731288	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71845162	10/01/2025	10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Cyber			106384541	10/01/2025	10/01/2026	$3Mil subject to $15K	
C	Crime			106384541	10/01/2025	10/01/2026	$500,0000; $25,000 Ded	

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

City of Spokane is considered additional insureds on the General Liability policy. This applies only to the operations performed by the named insured as required and agreed to by contract or agreement.

RECEIVED
OCT 21 2025
OFFICE OF THE CITY ATTORNEY

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
c/o Rose Hulvey
808 W. Spokane Falls Boulevard
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
CBIZ Insurance Services, Inc.

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0PSD

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2023-1067		
Cross Ref #			
Project #	2023115		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	GEOTECHNICAL ENGINEERING ON-CALL CONTRACT BUDGET INCREASE -		

Agenda Wording

Contract Amendment for the Geotechnical Engineering On-Call Contract (Non-Federal) with Budinger & Associates, Inc.(Spokane, WA) to increase the budget for an additional $250,000.00. (Various Neighborhood Councils)

Summary (Background)

Budinger was selected to be the on-call consultant for geotechnical engineering via the process defined in RCW 39 in late 2023, lasting through 2026. Geotechnical engineering is not something in which we have in-house expertise. This contract is used by various departments for design and construction phase tasks. The original budget of $800,000 is nearly exhausted and will not last through the end of the contract in December 2026. For this reason, we are requesting additional spending authorization. Funds to pay for this work are provided in each of the public works construction projects for which Budinger will be retained.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 250,000.00
Current Year Cost	$ 250,000.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 250,000.00	# various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jradams@spokanecity.org	tax&licenses@spokanecity.org

City Clerk's No. OPR 2023-1067

City of Spokane

CONTRACT AMENDMENT

Title: **GEOTECHNICAL ENGINEERING ON-CALL FOR NON-FED AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUDINGER & ASSOCIATES, INC.,** whose address is 1101 North Fancher Road, Spokane Valley, Washington 99212, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide on-Call Geotechnical Engineering Services for Non-Fed Aid Projects with the City; and

WHEREAS, additional funds are needed, 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 October 24, 2023 and November 9, 2023, 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 TERM.
This Contract Amendment shall become effective on January 1, 2024 and shall run through December 31, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (**$250,000.00**) plus applicable tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

BUDINGER & ASSOCIATES, INC.

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

26-165

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: BUDINGER & ASSOCIATES, INC.

Business name: BUDINGER & ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 601-638-902

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1101 N FANCHER RD
SPOKANE VALLEY WA 99212-1275

Mailing address:
1101 N FANCHER RD
SPOKANE VALLEY WA 99212-1275

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Cheney General Business - Non-Resident	BUS2010-159			Active	Jun-30-2026	Jan-14-2019
Colville General Business - Non-Resident	004375.0			Active	Jun-30-2026	May-02-2014
East Wenatchee General Business - Non-Resident				Active	Jun-30-2026	Aug-16-2017
Liberty Lake General Business - Non-Resident	00494			Active	Jun-30-2026	Jun-20-2006
Minor Work Permit				Active	Jun-30-2026	Aug-13-2007
Moses Lake General Business - Non-Resident	BUS2014-099			Active	Jun-30-2026	Jul-09-2014
Newport General Business - Non-Resident				Active	Jun-30-2026	Mar-07-2025

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Othello General Business - Non-Resident	9174			Active	Jun-30-2026	Mar-13-2017
Pullman General Business - Non-Resident				Active	Jun-30-2026	Mar-28-2024
Spokane General Business - Non-Resident	T12018540BL			Active	Jun-30-2026	Oct-15-2012
Spokane Valley General Business	00032			Active	Jun-30-2026	May-06-2003
Wenatchee General Business - Non-Resident	080423			Active	Jun-30-2026	Oct-16-2019
Yakima General Business - Non-Resident				Active	Jun-30-2026	Mar-09-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BURCHETT, MARCY E	
BURCHETT, STEPHEN	

Owners and officers	Title
FINNEGAN, JOHN	

Registered Trade Names

Registered trade names	Status	First issued
BAI	Active	Apr-17-2018
BUDINGER	Active	Apr-17-2018
BUDINGER AND ASSOCIATES	Active	Jul-01-2019

The Business Lookup information is updated nightly. Search date and time: 6/16/2026 10:00:08 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

BUDI&AS-01 RTELLOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National Mutual Insurance Company	15377
INSURED	INSURER B :	
Budinger & Associates Inc 1101 N Fancher Rd Spokane, WA 99212	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP 1219645	8/6/2025	8/6/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X WA Stop Gap						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA Stop Gap	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		CPP 1244946	8/6/2025	8/6/2026	BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE	X		UMB 1037136	8/6/2025	8/6/2026	AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		CPP 1219645	8/6/2025	8/6/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: ANY AND ALL OPERATIONS OF THE NAMED INSURED

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT: CITY OF SPOKANE, ITS OFFICERS, AND EMPLOYEES. SEE ATTACHED ENDORSEMENT(S).

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

Chad M. Eyde

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured**.**

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance 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 architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception....3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence....3

Supplementary Payments – Amended
- Bail Bonds Up To $5,000 3
- Loss of Earnings Up To $500/Day 3

Who Is An Insured Amendments
- Employee Bodily Injury To A Co-Employee 4
- Newly Formed Or Acquired Organizations For Up To 180 Days....4
- Blanket Additional Insured – Vendors – As Required By Contract....4
- Blanket Additional Insured – Lessor Of Leased Equipment 6
- Blanket Additional Insured – Managers Or Lessors Of Premises....6
- Blanket Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivision – Permits Or Authorizations 7
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Damage To Premises Rented To You – $300,000 9

Medical Payments Increased Limit – $10,000 Or Amount Shown on Declarations 9

Conditions
- Knowledge of Occurrence, Offense, Claim Or Suit Amended 9
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) 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;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) 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 law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. 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.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

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;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "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 in Subparagraphs **(4)** or **(6)**; 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.

3. This Provision **C.** does not apply:

a. To 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. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as 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, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

(ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. 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 by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project 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".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

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2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: CPP1244946

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to $5,000	3
• Loss of Earnings up to $500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

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B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs **(2)** and **(4)** with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to $250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This $250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is $2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, **4. Coverage Extensions** is amended by adding the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the $1,000 limit with a $2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph **3.** is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITIONS ENDORSEMENT NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **SECTION IV – CONDITIONS, 5. Other Insurance** is deleted and replaced by the following:

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance:

(1) specifically written as excess over this Coverage Part; or

(2) purchased by an additional insured as part of its own insurance program if:

(a) the additional insured qualifies as an additional insured on the "underlying insurance"; and

(b) the "underlying insurance" applies on a non-contributory basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 waiver applies only to the person or organization shown in the Schedule above.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026
Clerk's File #	OPR 2026-0651
Cross Ref #	ORD C36907
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO

Lease? NO **Grant Related?** YES **Public Works?** NO

Agenda Item Name: CONNECTING HOUSING TO INFRASTRUCTURE (CHIP) GRANT (26-96330-016)

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-016) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $289,000.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP in partnership with Spokane Rise Apartments, LLC to help fund utility improvements at the latter's affordable housing project, Spokane Rise Apartments. In January 2026, the City was awarded $289,000 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 289,000
Current Year Cost	**$** 289,000
Subsequent Year(s) Cost	**$** 0

Narrative

A special budget ordinance will be taken before Council to accept and create budget for this award.

Amount		**Budget Account**
Revenue	**$** 289,000	**#** 1
Expense	**$** 289,000	**#** 1
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	

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

No match required. No other budgetary impacts.

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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OPR 2026-0651

Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-016

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Spokane Rise Apartments project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-016

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** Spokane Rise Apartments 6980 N Nevada St. Spokane, WA 99208	
3. Grantee Representative Nate Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $289,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose
To support the development of affordable housing by paying for utility infrastructure improvements for the Spokane Rise Apartments project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org _____ Date	_____ Mark K. Barkley, Assistant Director Local Government Division _____ Date **APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $289,000, (Two hundred eighty-nine thousand dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-016. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

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

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

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

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- **i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

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

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

6. APPROVAL

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

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

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

9. CODE REQUIREMENTS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

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

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

16. DUPLICATE PAYMENT

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

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

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

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

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

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

19. INDEPENDENT CAPACITY OF THE GRANTEE

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

20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

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

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

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

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

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

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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

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

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

27. POLITICAL ACTIVITIES

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

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

28. PREVAILING WAGE LAW

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

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

30. PUBLICITY

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

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

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

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

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

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

34. RIGHT OF INSPECTION

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

35. SAVINGS

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

36. SEVERABILITY

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

37. SUBCONTRACTING

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

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

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

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

38. SURVIVAL

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

39. TAXES

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

40. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

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

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

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

44. WAIVER

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

Attachment A: SCOPE OF WORK:

Scope of Work

Sewer Connection: The project requires repair of 200 linear feet of existing sewer main line and new sewer connections from two buildings to serve a new 48-unit affordable housing development in Hillyard. These improvements are necessary for adequate sewer service capacity.

Stormwater: stormwater management improvements to meet City standards for our 48-unit development, including roof drain lines with PVC piping, cleanouts, drywells, and a bio-retention facility for proper stormwater collection and infiltration.

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

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

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	0
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	0
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	289,000
Contract Total		289,000

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

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

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

The operator of Spokane Rise Apartments will ensure affordability for 51% of the units for at least 25 years. The property management team will maintain a detailed record-keeping system, tracking household income, rent restrictions, and unit affordability in a comprehensive database. Annual compliance reports will be submitted to the Washington State Department of Commerce. Internal audits will verify records, with external audits ensuring compliance. Corrective actions will address any discrepancies. Spokane Rise Apartments will execute a covenant and deed of trust to legally enforce affordability.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Thrive International Apartments	
County and parcel number(s) of property:	Spokane County, Parcel # 36294.0063
Organization monitoring continued affordability:	Tracking Housing Affordability Database
Term of affordability:	25
Documentation evidencing securitization of affordability	Covenant

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	
50% AMI- 2 Bedroom	
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	
60% AMI- 3 Bedroom	
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	12
80% AMI- 2 Bedroom	13
80% AMI- 3 Bedroom	
80% AMI- Other	

Initial breakdown of affordable units pending community need

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director

DATE

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/6/2026		
Clerk's File #	OPR 2023-0896		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 5918-23
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 28769
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES		

Agenda Wording

Contract renewal 3 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from 9/1/26-8/31/27 and a total cost not to exceed $150,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes Sulzer Pumps to supply water to the boilers to be converted into high pressure steam. On June 26, 2023, bidding closed on PW ITB 5918-23 for the as-needed service of these pumps. Bender CCP was selected as the low-cost bidder and awarded a one year contract with the option of three (3) additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are only utilized as-needed.

Amount		Budget Account
Expense	$ 150,000.00	# 4490-44100-37148-54803-34002
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.)

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Mike Potter, mpotter@benderccp.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2023-0896

City of Spokane

CONTRACT RENEWAL
3 of 3

Title: **AS-NEEDED PUMP REPAIR**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BENDER CCP, INC.**, whose address is 2315 NW 21st Place, Portland, Oregon 97210 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Sulzer Boiler Feed Water Pumps On-Site and Off-Site As-Need Maintenance and Repair Services at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals with this being the last of those renewals..

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 20, 2023 and October 5, 2023, 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 DATES.
This Contract Renewal shall become effective September 1, 2026 and end August 31, 2027.

3. COMPENSATION.
The City shall pay a maximum additional cost in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

BENDER CCP, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certification regarding Debarment

26-168

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)

CITY OF SPOKANE - WTEF
SPOKANE, WA 99224-5400
PHONE 509 625 6527

OPR 2023-0896 (PW ITB 5918-23)	OPR 2023-0896	OPR 2023-0896	OPR 2023-0896	OPR 2023-0896
Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call	Base Period	1 Renewal	2 Renewal	3 Renewal
	9/1/2023 To 8/31/2024	9/1/2024 To 8/31/2025	9/1/2025 To 8/31/2026	9/1/2026 To 8/31/2027
Contractor Performing On-site Services				
Removal Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$14,400**	**$14,832.00**	**$15,277.00**	**$15,735.00**
Installation Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$18,000**	**$18,540.00**	**$19,096.00**	**$19,669.00**
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$13,320**	**$13,719.60**	**$14,131.00**	**$14,555.00**
Mechanical Seal Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$13,320**	**$13,719.60**	**$14,131.00**	**$14,555.00**
Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$14,400**	**$14,832.00**	**$15,277.00**	**$15,735.00**
Hydraulic Performance and Vibration Testing; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	**$16,920**	**$17,427.60**	**$17,950.00**	**$18,488.00**
Contractor Providing On-Site Supervision				
Supervision of Removal Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	**$7,400**	**$7,622.00**	**$7,851.00**	**$8,087.00**
Supervision of Installation Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	**$9,250**	**$9,527.50**	**$9,813.00**	**$10,107.00**
Supervision of Bearing Change; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$6,845**	**$7,050.35**	**$7,262.00**	**$7,480.00**
Supervision of Removal Mechanical Seal Change "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$6,845**	**$7,050.35**	**$7,262.00**	**$7,480.00**
Supervision of Balance Drum and Liner Removal and Installation; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$7,400**	**$7,622.00**	**$7,851.00**	**$8,087.00**
Supervision of Hydraulic Performance and Vibration Testing; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$8,695**	**$8,955.85**	**$9,225.00**	**$9,502.00**
In regards to other On-Site Services that were "not listed above" that may be required:				
Vendor To Define What Constitutes "Straight Time":	M-F 7am - 3:30pm.	M-F 7am - 3:30pm.	M-F 7am - 3:30pm.	M-F 7am - 3:30pm.
Vendor To Define What Constitutes "Overtime" :	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays	Sunday and Holidays	Sunday and Holidays	Sunday and Holidays

Vendor's Hourly Rates For On-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Onsite Supervisor	**$185**	**$277.50**	**$370**	**$190.55**	**$285.83**	**$381.10**	**$196.27**	**$294.41**	**$392.53**	**$202.15**	**$303.24**	**$404.30**
Onsite Mechanic	**$180**	**$270**	**$360**	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**	**$196.69**	**$295.03**	**$393.38**
Travel	**$180**	**$270**	**$360**	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**	**$295.03**	**$295.03**	**$393.38**
Standby	**$180**	**$270**	**$360**		**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**	**$196.69**	**$202.59**	**$393.38**
Percentage Markup For Parts / Materials Above Cost	**15%**			**15%**			**15%**			**15%**		

Off-Site Services At Vendor's Location												
Vendor To Define What Constitutes "Straight Time":	M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM		
Vendor To Define What Constitutes "Overtime" :	Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays		
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays			Sunday and Holidays			Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For Off-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	**Double Time**	Straight Time	Overtime	**Double Time**	Straight Time	Overtime	**Double Time**	Straight Time	Overtime	**Double Time**
Supervisor	$185	$277.50	$370	**$190.55**	**$285.83**	**$381.10**	**$196.27**	**$294.41**	**$392.53**	**$202.15**	**$303.24**	**$404.30**
Mechanic	$180	$270	$360	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**	**$196.69**	**$395.03**	**$393.38**
Percentage Markup For Parts / Materials Above Cost	15%			15%			15%			15%		
Ground Freight Cost Would Be Prepay and Add	**Prepay & Add**			**Prepay & Add**			**Prepay & Add**			**Prepay & Add**		

Bender CCP, Inc
Mr. Pete Weaver
Phone 503 853 6487
pweaver@benderccp.com

Base Period Pricing was per Bender CCP, Inc response to PW ITB 5918-23

Name Pete Weaver
Signature Pete Weaver
Date 5/19/2026

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: BENDER CCP, INC.

Business name: BENDER CCP

Entity type: Profit Corporation

UBI #: 604-395-964

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2150 E 37TH ST
VERNON CA 90058-1417

Mailing address: PO BOX 847
BENICIA CA 94510-0847

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Sep-30-2026	Aug-03-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
POTTER, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
S & S WELDING	Active	Oct-07-2021

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/19/2026 1:45:39 PM

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY): 1/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1484349 BENDER CCP, INC PO BOX 847 BENICIA, CA 94510	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Charter Oak Fire Insurance Company — 25615 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22939053 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	SA-9P533598	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,000,000
	X CONTRACTUAL LIAB						MED EXP (Any one person)	$ 5,000
	X XCU COVERAGE INCL						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	CAP-9P533605	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP-C2960804	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$ XXXXXXX
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-C0870329 (AOS) UB-C0868113 (AZ,FL,MA,WI)	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

22939053
CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD.
SPOKANE WA 99201

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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RE: BID NUMBER PW ITB 5918-23; SULZER BOILER FEED WATER PUMPS ON-SITE AND OFF-SITE "AS NEEDED" MAINTENANCE AND REPAIR SERVICES – PUBLIC WORKS MAINTENANCE – ON CALL; BENDER JOB # 221-1363; CUSTOMER PO # 126924 REV.#2; S2022 UNIT 2B BOILER FEED PUMP REBUILD; PROJECT LOCATION: FS – SPRINGERVILLE GENERATING STATION, SPRINGERVILLE, AZ; SHOP – BENDER CCP'S VERNON, CA FACILITY; SOLID WASTE DISPOSAL. CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES, ALL OF THE PARTIES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/ EXCESS LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CARRIER	POLICY TYPE	POLICY NUMBER	DATES	LIMITS
TWIN CITIES FIRE INS. CO NAIC Number: 29459	EXC LIAB	41HVZBW9P7N	1/1/2026-1/1/2027	$10,000,000 EACH OCC $10,000,000 AGG EXC OVER TRAVELERS PROPERTY CASUALTY CO. OF AMERICA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured — Owners, Lessees or Contractors - Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

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POLICY NUMBER: SA-9P533598 **COMMERCIAL GENERAL LIABILITY**
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Policy Number: SA-9P533598

COMMERCIAL GENERAL LIBILITIY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NAMED INSURED: BENDER CCP, INC
POLICY NUMBER: CAP-9P533605
EFFECTIVE DATE: 1/1/2026

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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CAP-9P533605 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
and
This includes any person or organization who you this
are required under a written contract or with
agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and or
that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of requires
that person's or organization's liability for the contributory. conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:
Regardless of the provisions of paragraph a.
paragraph d. of this part 5. Other Insurance,
insurance is primary to and non-contributory
applicable other insurance under which an additional insured person or organization is the first named insured when the written contract
agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period,
this insurance to be primary and non-

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NAMED INSURED: BENDER CCP, INC
EFFECTIVE DATE: 1/1/2026
POLICY #:
GL: SA-9P533598
AU: CAP-9P533605
UMB: CUP-C2960804

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED I N THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice: 30**
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice: 30**

PROVISIONS

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

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before teh effective date of nonrenewal.

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-C0870329 (AOS)
ISSUE DATE: 1/1/2026

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - - ST ASSIGN:

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. 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.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment 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 the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under COVERAGE A - EXCESS FOLLOW-FORM LIABILITY, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under COVERAGE B - UMBRELLA LIABILITY, th ese pay me nts w ill n ot r ed uce t he applicable limits of insurance.

SECTION II - WHO IS AN INSURED

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of SECTION II - WHO IS AN INSURED.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Attachment Code: D615023 Certificate ID: 22939053

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 Q1 (00)

POLICY NUMBER: UB-C0970329

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

The following modifies the Cancellation condition in PART SIX – CONDITIONS or in any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy for any reason other than nonpayment of premium, we will increase the number of days advance notice for cancellation or nonrenewal from the number of days required by applicable law to the number of days shown in the Schedule.

SCHEDULE

NUMBER OF DAYS 60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-05-26 ST ASSIGN: Page 1 of 1

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/7/2026		
Clerk's File #	OPR 2026-0652		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	RFQ 6539-26
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 – ENGINEERING DESIGN ON CALL SUPPORT SERVICES FOR UPRIVER DAM		

Agenda Wording

The city requires an engineering firm with expertise in structural and mechanical engineering for on-call services at Upriver Dam. This item is for contracting with a consultant to assist with engineering needs at the dam.

Summary (Background)

Water & Hydroelectric Services is requesting Black and Veatch Corporation to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$ 150,000.00
Subsequent Year(s) Cost	$ 150,000.00

Narrative

The consultant's fee schedule was reviewed by multiple levels of city employees and found to be at a reasonable cost to the city.

Amount		Budget Account
Expense	$ 300,000.00	# 4100-42460-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42460-34148-54201-99999

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	July 8, 2026
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 – Engineering Design On Call Support Services for Upriver Dam
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Water & Hydroelectric Services is requesting Black and Veatch Corporation to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $300,000.00

Current year cost: $150,000.00

Subsequent year(s) cost: $150,000.00

Narrative: The consultant's fee schedule was reviewed by multiple levels of city employees and found to be at a reasonable cost to the city.

Funding Source ☒ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, 4100-42460-34148-54201-99999

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Included in the Operations General Budget.

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the operating budget.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Project is included in the 6-year CIP program.

BLACK & VEATCH

CITY OF SPOKANE

Proposal for Engineering Design On-Call Support Services for Upriver Dam

MAY 4, 2026 | RFP RFQU #6539-26



PROPRIETARY AND CONFIDENTIAL

1. Letter of Submittal

BLACK & VEATCH CORPORATION
19801 SW 72nd Ave, #200 Tualatin, OR 97062
P +1 503-443-4425 | **E** ShieleeD@bv.com

May 4, 2026

City of Spokane
Tanya Lester/City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, WA 99202
Email: tlester@spokanecity.org

RE: Black & Veatch Proposal for Spokane Engineering Design On-Call Support Services for Upriver Dam

Dear Ms. Lester:

Black & Veatch is pleased to submit this proposal to the City of Spokane to provide support for the Engineering Design On-Call Support Services for Upriver Dam project. We have extensive experience in all aspects of design, maintenance, construction, and licensing of hydropower facilities and are ready to assist with the requested structural and mechanical engineering support and assistance navigating the Federal Energy Regulatory Commission (FERC) approval process.

Black & Veatch is an employee-owned corporation with locations worldwide. The team for this effort will be based out of our **Tualatin Oregon hydropower design center**. There are no current or former employees from the participating Agencies employed by or on our governing board as of the date of the Proposal or during the previous twelve (12) months. Black & Veatch acknowledges and accepts all terms and conditions set forth in RFQu 6539-26.

Black & Veatch more than meets the minimum qualifications identified in paragraph 1.3 of the RFQu and will articulate how in detail in the Qualifications Statement. We are a **full spectrum engineering company**, located in the Pacific Northwest, with **decades of experience in water and hydroelectric work**. Our proximity ensures our team is highly responsive and sensitive to local issues. We are licensed to do business in the State of Washington.

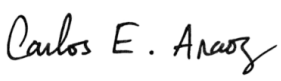
We are excited to partner with you to provide engineering support for all of your structural and mechanical needs and can provide electrical support as well to power any of the mechanical systems at the dam. Our local team is available and ready to provide value to the City. We are ready to deliver and support various needs. We provide:

- **Proven and Compliant Intake & Spillways Design Experience.** We are proud to have provided FERC-compliant spillway hoists at Cochrane for NorthWestern Energy, a complex system of 25 separate gates at Stanislaus for Pacific Gas & Electric, and whole new intakes and new spillway at Twin Falls for We Energies, among many others. We regularly create FERC-accepted QCIPs and TCEAP for our designs and would be pleased to bring this experience to the City's projects.
- **Proven Powerhouse Design Experience.** Black & Veatch has delivered many successful projects. Our team completed Merced Irrigation District's Merced Falls Spillway Replacement and WE Energies' Twin Falls (new) Auxiliary Spillway projects, with full regulatory approvals. We also completed the PGE Faraday repowering project in Estacada.

- **Local Leadership with National Depth**. Project Manager David Shielee, PE, will lead the effort from our Portland, OR hydropower design center, supported by engineers in Spokane, Seattle, Post Falls, Boise, and nationwide and are available to drive on short notice for on-site support. David's decade of experience managing a wide variety of projects for United States Army Corps of Engineers (USACE), ensures the City receives a team that understands the region and its priorities. Additionally, our Structural and Electrical Leads are based in western Idaho — providing a local point of contact and face-to-face support throughout the project.
- **OEM-Level Turbine-Generator Capability**. Black & Veatch's team includes those that started their careers with OEMs and so are able to provide high-quality detailed analyses and sound engineering recommendations. Recently we provided a design for turbine-generator changes at CJ Strike for Idaho Power that worked inside 11 separate FERC and regulator restrictions and still were able to provide a convergent solution that is moving into a bid process now.
- **Familiarity With the City and the Project**. Our prior work on the Upriver Dam Comprehensive Assessment Report gives us a head start—familiarity with the site, its operational context, and its regulatory landscape. The Black & Veatch team did a very detailed review of the full Upriver Dam facilities, including the embankments, both powerhouses, and the spillway to fully develop and evaluate the facility potential failure modes. This process gives our team a high level of knowledge of the Upriver Dam project that we can bring to bear on future efforts.

We appreciate the opportunity to share our capabilities and approach to execute this important work and look forward to further discussions. Should you have further questions, please contact Carlos Araoz at 916.858.2433 or AraozC@bv.com or our project manager David Shielee at 503-443-4425 or ShieleeD@bv.com.

Very truly yours,
Black & Veatch Corporation



Carlos Araoz
Vice President



David Shielee
Project Manager

cc: Trent Rusk, Northwestern Hydro Solution Lead
Michael Lubovich, Client Account Manager

2. Qualification Statement

A. Description of Qualifications and Experience

B. Staffing Plan

C. References

D. Contracts During the Last Five Years

E. Terminated Contracts

Qualifications Statement

A. Description of Qualifications/Experience

Black & Veatch is a global leader in water and energy infrastructure with more than 100 years of specialized experience delivering hydropower planning, design, and construction services. We offer expertise in all types of hydropower schemes, including conventional, run-of-river, pumped storage, and small hydro. We have partnered with utilities and public agencies across North America to deliver safe, reliable, and regulation-compliant solutions for some of the most complex dam projects in operation today. Our hydropower team is centered here in the Pacific Northwest, based out of Tualatin, OR and has successful relationships with many local utilities and power providers.

HYDROPOWER EXPERIENCE

500+ Projects

79,000+ MW Total Installed Capacity

#4 ENR Ranking Hydro Plants & Power Overall

1st Plant **1916**

1 to **6,300 MW** Projects

We bring a seasoned, multidisciplinary team of hydropower engineers and technicians capable of supporting and self-performing the full range of design and regulatory needs—both within and outside the powerhouse (see the staffing plan and organization chart for structural and mechanical scope coverage). Our team delivers local support across the full project lifecycle, from early-stage studies and cost–benefit evaluations—such as the Gravity Water Supply Energy Recovery project for the City of Port Townsend—to complex, large-scale capital projects, including Portland General Electric's Faraday Repower and the award-winning Twin Falls Redevelopment for WE Energies.

The following experience presents a small sample of projects demonstrating our ability to successfully deliver the same scope of work described in the City's RFQu.

Dam, Spillway, Intake and Comprehensive Projects



Cochrane Gate Hoists Replacement

NorthWestern Energy | Great Falls, MN

Black & Veatch prepared the design drawings and specifications for replacement of seven radial gate hoists at the Cochrane Dam. The design included upgrading the hoists to factory assembled skid-mounted assemblies with fully sealed primary and secondary gearboxes, incorporation of redundant load protection devices and increasing the rated capacity from 37.5 tons to 44 tons. Following design review of the vendor's final hoist design, Black & Veatch incorporated their details into the overall design package and prepared a Supporting Design Report (SDR), Quality Control Inspection Program **(QCIP),** and a Temporary Construction Emergency Action Plan **(TCEAP)** for project approval by the Federal Energy Regulatory Commission **(FERC)**. Black & Veatch supported NorthWestern during procurement, manufacture, and installation of the new hoists, including reviewing shop drawings, submittals, and responding to RFI's.



Stanislaus Fish Screened Intake Project

Pacific Gas & Electric | California

Black & Veatch managed engineering and construction of this complex fish screened intake project as part of PG&E's **FERC** relicense for the Spring Gap-Stanislaus Hydroelectric Project. Implementing this 650 cfs screened diversion at Sand Bar Dam presented significant O&M challenges associated with water control and heavy debris/sediment loads, especially considering the diversion redirects the majority of, if not all river flow. Black & Veatch designed this project using over 25 actuated **sluice gates, slide gates, overshot gates, and hinged swing gates** to accomplish various flow control objectives. Black & Veatch was instrumental in **collaborating with FERC and other resource agencies** to obtain regulatory buy-in. The design was **completed ahead of schedule** and bids came in within the expected cost estimate range. Black & Veatch provided **construction management support** over the 3-year construction phase to assure FERC that the project was built according to the QCIP.



Twin Falls Powerhouse & Spillway Redevelopment

We Energies | Michigan

Black & Veatch was contracted to provide project management, preliminary and final **design,** project controls, **regulatory support, resident engineering, startup management services**, and procurement of equipment. The project replaced the ~100-year-old Powerhouse with a new, 2 x 4.5 MW **Kaplan** powerhouse with two new hydro **turbines**, a **new overpour spillway with three Tainter gates**, and a deep **intake structure** with inlet racks, trash rake, and 25-ft wide by 30-ft tall needle beam/sheet pile isolation assemblies. The project also included **improvements to existing site and dam structures, and balance of plant work.** Black & Veatch procured the trash rake, provided **construction phase services** and coordinated startup and commissioning.

Turbine, Generator and Balance of Plant



Carmen Smith Powerhouse Rehabilitate

Eugene Water and Electric Board (EWEB) | Oregon

EWEB contracted with Black & Veatch to provide owner's engineer and design services to rehabilitate the Carmen-Smith Generating Station containing 2x 55 MW **turbine-generators**. Black & Veatch was responsible for initial scoping, cost estimates, detailed specifications, design and procurement support, factory inspection and witness testing. Both generators underwent turbine **runner** replacement, **bearing** overhaul, instrumentation modernization, generator rewind, removal of abandoned rotating exciters, and re-insulated of the rotor poles. All major components were inspected and tested prior to reassembly. Black & Veatch provided extensive **construction phase engineering services** for the refurbishment and commissioning



Pickwick Hydro Life Extension

Tennessee Valley Authority (TVA) | Tennessee

TVA contracted with Black & Veatch to provide assessment, planning and support services to extend the life of the aging Pickwick U5&6 for another 40 years. Scope included **generator** stator windings & core, **generator** poles, **Kaplan** runners, turbine shaft, cast steel **wicket gates**, and other turbine components. The Balance of Plant Systems (BOP) will also be replaced and upgraded during the project including raw **cooling water**, generator and turbine **bearing** lube oil piping and components, thrust lift oil, generator switchgear, and excitation system. Construction work is in progress.



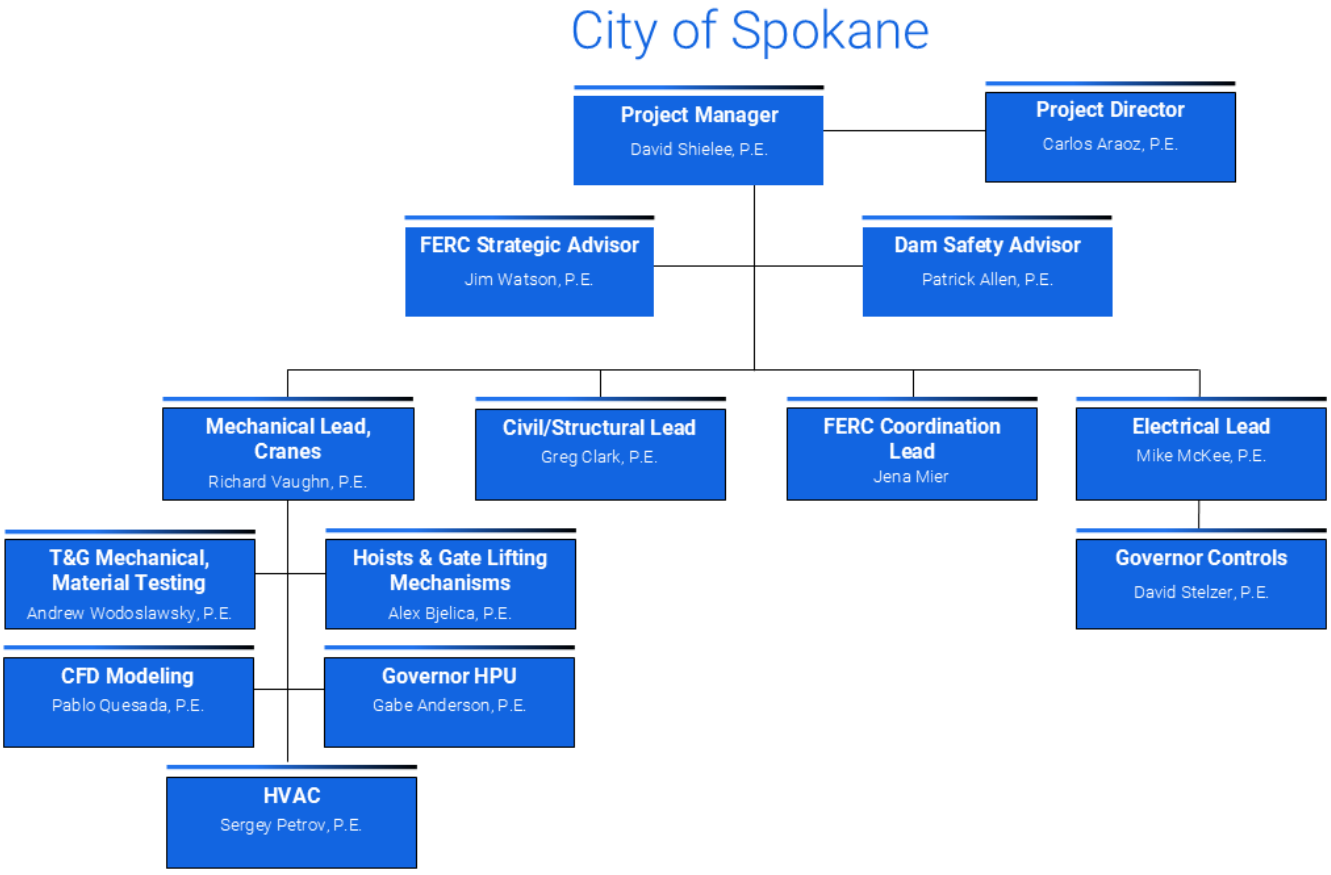
Foster Kaplan Turbine Hub Refurbishment

USACE | Oregon

Black & Veatch provided plans and specifications to refurbish two vertical hydroelectric units outfitted with 2 x 10 MW **Kaplan** style turbine runners at the Foster Powerhouse. Engineering services for the project included complete disassembly, inspection, repair or replacement and reassembly of: Kaplan turbine **runner**, packing box, generator **bearings**, brake **oil/air system**, **air coolers**, **oil bearing coolers**, rotor spider, **cooling water** piping, instruments, and **high-pressure oil lift** system. The machines were successfully placed back into service.

B. Staffing Plan

The following pages include an introduction to our proposed team with roles and qualifications that outline how their current capabilities and previous experience will be an asset to this project. We have provided extended resumes in the Appendix A. While no electrical scope was specifically identified in the RFQu, we are showing electrical capability to support scope that will most likely be required for any powered mechanical equipment.





David Shielee, P.E

Project Manager

Education

- MS, Mechanical Engineering, Oregon State University
- BS, Mechanical Engineering, George Fox University

Years Experience

20

David will serve as your primary point of contact and has full authority to deliver this project successfully. As Project Manager, based out of **Tualatin, OR**, he will lead all aspects of scope, schedule, and budget management while ensuring **clear communication and alignment across the team.** David combines strong technical expertise with exceptional leadership and interpersonal skills, enabling him to keep complex projects on track and stakeholders informed.

With 18 years in power generation and more than a decade focused on hydropower, David brings extensive experience managing large-scale, **multi-discipline projects in the Pacific Northwest**, including multiple unit rehabs, spillway rehabs, radial/tainter gate rehab and digital governor upgrades. His ability to balance **big-picture strategy with meticulous attention to detail** ensures that every element of the project—**from design coordination to construction support**—is executed to the highest standards. David's proven track record of delivering safe, efficient, and regulation-compliant solutions makes him the ideal leader for this effort.

David led hydropower initiatives for the USACE Portland District with $50k to $1.7B budgets, ensuring **compliance with FERC** and other regulatory bodies. He has led more than 60 projects nationwide with as many as 25 running simultaneously. His varied experience and ability to handle large workloads will serve you well, regardless of what work you need done.



Carlos Araoz
Project Director

Carlos Araoz is a Vice President with over 40 years of experience in project development, project management, design, construction, and maintenance of hydropower and hydraulic structures projects. He presently serves as the Project Director for most large projects, providing strategic guidance to clients across the United States. Carlos is the Director of the Hydropower & Hydraulic Structures business line within Black & Veatch.

Education
- MS, Bus Admin, Univ Kansas
- BS, Electrical, Natl Univ of Engr-Lima, Peru

Years Experience
40



Jim Watson, P.E.
FERC Strategic Advisor

Jim is currently supporting over $3.5 billion in dam safety capital improvement projects in California; most of which are under FERC's jurisdiction. Prior FERC project experience includes the design and construction of both new and the retrofit of hydroelectric powerhouses, penstocks, dams, and hydraulic structures.

Education
- BS, Civil Engineering, Structural & Hydraulics, U.C. Berkeley

Years Experience
40



Patrick Allen, P.E.
Dam Safety Advisor

Patrick is a civil engineer with 28 years of experience primarily focused on dam projects and disciplines including: development and implementation of dam safety inspections using mobile data applications, PFMA and SQRA workshop tools and application development, the development and maintenance of construction related databases, engineering design, feasibility and planning studies, large scale topographic surveys, scheduling & cost estimating, and construction monitoring.

Education
- BS, Civil Engineering, Rose-Hulman Institute of Technology

Years Experience
28



Mike McKee, P.E.
Electrical Lead

Mike is a professional Engineer based out of **Post Falls, ID**, with over 22 years' experience in detailed electrical design scope including power system calculations, developing one-line diagrams, wiring and interconnection diagrams, physical equipment layout and conduit details. Major responsibilities also include technical direction and resource management for engineering teams, construction support, schedule development, electrical equipment procurement, estimating and proposals, and client collaboration and communication.

Education
- BS, Electrical Engineering, Power, Boise State University

Years Experience
22



Richard Vaughn, P.E.
Mechanical Lead, Cranes

Rich Vaughn is a US Army Corps of Engineers Hydroelectric Design Center with 44 years of experience. He was the national agency expert for hydropower mechanical systems. His work includes: dams and hydropower, cranes and hoists, measurement and analysis for turbines, generators and other mechanical equipment, field testing of mechanical equipment, failure analysis, vibration analysis, mechanical aspects of generators like the failure analysis of rotor spiders, thrust bearing brackets and thrust collars, fluid power systems, cooling systems, pumps, piping, and digital governors, fish guidance systems, welding, lubrication.

Education
- BS, Mechanical Engineering, Machine Design, University of Portland

Years Experience
44



Greg Clark, P.E.
Civil/Structural Lead

Greg Clark has 31 years of experience with design, design management, and construction oversight of water related projects. Greg has 31 years of experience with design, design management, and construction oversight of water related projects. Greg is based in **Boise, ID**, and he brings a multi-disciplinary perspective with a unique blend of technical expertise in civil, structural, and hydraulic engineering. Greg's primary focus relates to structural design of hydraulic structures. Specific project tasks include design of spillways, penstocks, water intakes, gate structures, fish ladders, and hydroelectric facilities.

Education
- MS, Civil Engineering, University of Arizona
- BS, Civil Engineering, California State University

Years Experience
31



Education
- BS, Marine Science/ Biology, University of Tampa

Years Experience
39

Jena S. Mier, PWS, PMP

FERC Approval Lead

Jena Mier has more than 39 years of experience in environmental resource permitting and licensing, with 12 years of energy project experience, providing environmental project management for large scale energy projects including solar energy centers, transmission lines, natural gas pipelines, and power plants. She has recent experience in hydropower relicensing and FERC coordination.

> ***"The entire team from Black & Veatch (project team and executive leadership) has been committed to success and to Alabama Power's needs the entirety of the project. We have found them to be professional and execution driven with safety and quality as a key focus."***
>
> **JOEY STEELE, PROJECT MANAGER, BARRY 8**
> SOUTHERN COMPANY

C. References

OWNER	CONTACT NAME, ROLE	CONTACT INFO	RELATED PROJECTS
Douglas County PUD	David Hewitt, Chief Dam Safety Engineer	david.hewitt@dcpud.org 509-881-2235	Wells Gate Unit 7 troubleshooting, inspections and repairs
Eugene Water & Electric Board	Dalen Willhite, Senior Mechanical Engineer	dalen.willhite@eweb.org 541-685-7605	Carmen Powerhouse Gate Replacement
Pacific Gas & Electric (PG&E)	Trevor McGuckin, Civil Engineer, Power Generation (Hydro)	t4mf@pge.com 209-617-4322	Stanislaus Fish Screened Intake
Placer County Water Agency	Kyle Dushane, Chief Dam Safety Engineer	kdushane@pcwa.net 530-367-6715	Hell Hole Seasonal Storage, Hell Hole Low-level Outlet Modifications

D. List of Contracts

Black & Veatch has a proven track record of delivering multi-disciplinary projects that mirror the complexity and regulatory requirements of the likely work at Upriver Dam. Our work spans full spillway gate replacements, major spillway overhauls, generator and turbine rehabilitations and new design and installs, and detailed inspections under FERC oversight—often on aging structures in challenging physical, hydraulic, regulatory and environmental conditions.

The projects highlighted in this section were carefully selected from many more possible examples for their direct relevance to the City's needs. They demonstrate our ability to design and install a variety of hydropower systems and provide comprehensive construction support services.

CLIENT | PROJECT NAME CONTRACT PERIOD	RELEVANT EXPERIENCE		REFERENCE CONTACT INFORMATION
PG&E | Hydro Strategic Alliance 2003-Ongoing	• FERC and DSOD coordination • Tunnel and Shaft Repair • Outlet Structure Design • Hydraulic Verification • Spillway Remediations	• Dam Design and Repair • Condition Assessments • Penstock Design • Gate Selection and Stoplog evaluation	Name: Rob Bowers Phone: 530-949-9387 Email: RSBz@pge.com
EWEB | Carmen-Smith Power Plant & Substation Rehabilitation 2015-2025	• Owner's Engineer • Rotor & Stator inspection and testing • Generator Cooling Design • Full Generator Refurbishment stator rewind, rotor coils, frame repair)	• Construction & Commissioning Support • Bid Phase Assistance • TSV Design	Name: Mark Zinniker Phone: 541-684-7449 Email: mark.zinniker@eweb.org

CLIENT | PROJECT NAME CONTRACT PERIOD	RELEVANT EXPERIENCE		REFERENCE CONTACT INFORMATION
Idaho Power Company | Hells Canyon Spillway - Oxbow Service Spillway 2019-Ongoing	• Spillway Rehabilitation Design • CFD Modeling • Stability Analysis	• Remediation Recommendations from Inspections and Analysis • Structural Inspections	Name: Paul Walz Phone: 208-388-5866 Email: pwalz@idahopower.com
NorthWestern Energy | Cochrane Gate Hoists Replacement 2022-2024	• Radial Gate Hoist Engineering, Drawings and Specifications • Increased Gate Hoist Capacity • Lifting Demand Calculations	• Preparation of SDR, QCIP & TCEAP for Project Approval by FERC • Procurement, Manufacture & Installation Support	Name: Erik Anderson Phone: 406-497-3216 Email: Erik.Anderson@northwestern.com
WEC Energy Group | Hydropower Services 1996-Ongoing	• Kaplan Turbine Design • Spillway Gate Design • Assessment and Rehabilitation Recommendations • FERC Dam Safety Inspections	• Hydrology & Hydrological Studies • Dam & Embankment Stability Analysis • Finite Element Analysis • Turbine & Generator Rehab • Dam, Levee, Gate, & Structures Design	Name: Todd Jastremski Phone: 906-779-4099 Email: todd.jastremski@we-energies.com
USACE | TJ O'Brien Lock & Dam Major Rehabilitation 2023-Ongoing	• Design, Cost Estimates, and Technical Recommendations for: • Lock Chambers & Guide Walls • Gates and Cofferdams	• Rehabilitation Alternatives • Awarded Phase 2 - full engineering design with support through construction	Name: Witold Kluza Phone: 312-846-5425 Email: Witold.Kluza@usace.army.mil
Entergy Arkansas | Carpenter Hydro U1 & U2 Generator Rotor Repair & Unit Alignment 2020-2021	• Unit Alignment • Bearing Resurfacing/Design • Rotor Condition Assessment • Rotor Repair • Finite Element Analysis	• On-Site Support During Rotor Spider Repair • Evaluation of: Stator Windings, generator bearings, turbine bearings, and runner assemblies	Name: Nathan Goodman Phone: 501-844-5947 Email: ngoodma@entergy.com
TVA | Fort Loudoun Hydropower Major Modernization 2019-2023	• Owner's Engineer Services for Procurement of: Turbine, Wicket Gates, & Stator Core	• On-Site Support During Rotor Spider Repair • Evaluation of: Stator Windings, generator bearings, turbine bearings, and runner assemblies	Name: Nathan Goodman Phone: 501-844-5947 Email: ngoodma@entergy.com
TVA | Fort Loudoun Hydropower Major Modernization 2019-2023	• Owner's Engineer Services for Procurement of: Turbine, Wicket Gates, & Stator Core	• Engineer of Record for the Design of: Generator air cooling piping, oil filtration, high pressure lift, turbine bearing oil system, generator brakes, and more	Name: Mark Lowe Phone: 865-632-4033 Email: mclowe@tva.gov
PG&E | Lake Fordyce Dam Seepage Mitigation 2019-2023	• Bin-Wall Cofferdam Design (500'x30') • Design of Bypass Pipeline and Valve Control System (5'x900') • Watershed Hydrology Analysis	• Global Stability Analysis and Finite Element Analysis Seepage Modeling • Temporary Construction Provisions for Approval by FERC	Name: Mike Frey Phone: 916-351-0457 Email: mikef@srco.com
PG&E | Tiger Creek Regulator Dam Spillway Replacement 2019-Ongoing	• CFD Modeling to Develop Inflow Flood Design for Spillway Design • Geotechnical Surveying in Support of Structural Design Criteria • Spillway Construction Support	• Bid Support • Spillway Detailed Design • Document Preparation and Interaction with Regulatory Agencies	Name: Trevor McGuckin Phone: 209-736-6622 Email: T4MF@pge.com

E. Contract Termination Legal Statement

Black & Veatch, together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, there may be instances where projects may not be completed for many reasons, including those unrelated to Black & Veatch's performance. Black & Veatch does not track all such instances, unless the matter is litigated. In the opinion of Black & Veatch management, no such instances will have a material impact on Black & Veatch's ability to execute this project.

Appendix A

Resumes



David Shielee, P.E.

Project Manager

David Shielee is a Project Manager with almost 20 years of experience in power generation. He has a mechanical engineering background and experience in hydropower, nuclear power and civil works. David started his career at Puget Sound Naval Shipyard in Bremerton, WA as a Nuclear Test Engineer and Nuclear Auditor. Then he spent 10 years focusing on hydropower and civil works with the US Army Corps of Engineers in the Portland District as a Technical Lead and Project Manager. He led hydropower projects in the Northwest and across the country, and was responsible for some of the largest and most complicated projects the District and Bonneville Power Association (BPA) had ever funded. David managed teams performing repair, rehabilitation, and upgrade projects on a variety of dams with turbines ranging from 10 to 150 MW each with a total facility generation capacity up to 2,500 MW.

David has built experience working with local PUDs and power providers on a variety of hydropower projects across the country. The work performed includes complex electrical rehabs, structural repairs, inspections and evaluations for powerhouse overhauls with complete turbine and generator redesign and replacement. Throughout his time in the industry, David became adept at navigating the complex world of multi-agency interactions and sensitive regulatory and environmental requirements. He has proven to be effective in leading small and large teams to successful completion of projects. David is able to use his understanding of engineering principles and processes, and his communication and collaboration skills to keep diverse and talented teams on track and focused on meeting client goals.

Expertise

Communication; Cross-functional teams; Government Contracts; Hydropower; Mentoring; Motivation; Problem Analysis and Decision Making; Team Building

Education

- Master of Science, Mechanical Engineering, Oregon State University, 2007, United States
- Bachelor of Science, Mechanical Engineering, George Fox University, 2004, United States

Years of Experience

20

Professional Registration

- PE - Professional Engineer, Mechanical, 56419, Washington, United States

Location

Tualatin, Oregon, USA

PROJECT EXPERIENCE

Idaho Power Company; CJ Strike Operational Design Study; Idaho, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team evaluated operating conditions, environment, and equipment to determine the best style, size and configuration for replacement turbines at CJ Strike dam. There was potential for higher efficiency turbines that can operate over a larger flow range that will be able to provide increased power generation for IPC.

Grant Co PUD; WAN and PR Transmission Tower Lighting; Washington, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team evaluated

FAA requirements and current lighting infrastructure, then designed new navigation warning lights to go on top of the transmission towers. Also coordinated FAA approval of the proposed design. Provided construction support during lighting installation.

Grant Co PUD; Wanapum Dam Battery Charger Replacement; Washington, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team designed structural supports and electrical connections for replacing the Station Service battery charger at Wanapum dam. This included coordination with vendors and manufacturers to get plans and specs in support of installation. Provided construction support during installation.

John Day Dam; Turbine Runner Replacement and Generator Rewind; Rufus, Oregon, United States; 2022-In-Progress

Project Manager - USACE. Managed planning, budgeting, scope development, design, execution, and reporting. Evaluated and balanced competing priorities and resource needs. This is a complete replacement of the turbine runners with new fish friendly blade design and a generator rewind to support an uprate based on new turbines. 16 units with a previous total generating capacity of 2,500MW. The project is projected to take 20 years, which required massive coordination with other maintenance and repair work taking place at the dam. Significant infrastructure was required to be put in place to support this and other work at the dam. Tasks included maintaining scope boundaries for this project and the overall program, and de-conflicting project schedules and outage windows across the plant.

Idaho Power Company; Oxbow Spillway Redesign; Idaho, United States; 2024-2026

Project Manager - Black & Veatch. Managed the scope, schedule, and budget for this project and coordinated the BV team communications with the client. BV developed a design package for remediation of the Oxbow service spillway. Scope included PFMA evaluations, remediation of spillway damage and re-design of hydraulic structures to increase safety and reduce erosion. Project included detailed hydraulic and structural design as well as construction phase services to support as Owner's Engineer during repairs.

Grant Co PUD; Diesel Generator Detailed Design; Washington, United States; 2025-2026

Project Manager - Black & Veatch. Managed the scope, schedule, and budget for this project and coordinated the BV team communications with the client. Designed the replacement EDG to ensure the safe and reliable delivery of standby power during maintenance or unexpected loss of power. The design also included system connections, monitoring and controls. BV developed detailed drawings, installation and commissioning plans, and acted as Owner's Engineers and procurement support for manufacturer's submittals.

Bonneville Dam; Spillway Gantry Crane Rehab; Cascade Locks, Oregon, United States; 2022-2024

Project Manager - USACE. Managed the scope, schedule and budget for condition assessment and rehabilitation planning. This was a comprehensive evaluation of the 350 Ton gantry crane on the spillway at Bonneville Dam. The team provided recommendations for mechanical, electrical and structural improvements to modernize the crane, improve safety and bring it up to current code. The crane rails and bridge deck were evaluated to consider future needs to support an increased crane height for a new stoplog design. Recommendations were developed into an RFP that was advertised for construction in 2025.

Cougar Dam; Oil Spill Prevention System; Blue River, Oregon, United States; 2019-2022

Project Manager - USACE. Responsible for taking over a project that was behind schedule and over budget and getting it back on track. Directed a team re-assessment of remaining work and revamped the schedule and budget. The end result was a drastic improvement in the ability to account for oil in the powerhouse, track changes and prevent spills. Part of the improvement was due to a new oil water separator that cleaned up contaminated sump water.

Bonneville Dam; Oil Storage Room Fire Protection Upgrade; Cascade Locks, Oregon, United States; 2020-2022

Project Manager - USACE. Responsible for managing scope, schedule and budget for the large and diverse team. Project consisted of initial system evaluation, then design and construction of the new system. There were significant corporate level discussions on the new method of fire suppression to use. In the end a water mist system was selected to replace the original CO2 system.



Carlos Araoz, P.E.

Project Director

Carlos Araoz is a Vice President with over 40 years of experience in project development, project management, design, construction, and maintenance of hydropower and hydraulic structures projects. He presently serves as the Project Director for most large projects, providing strategic guidance to clients across the United States. Carlos is the Director of the Hydropower & Hydraulic Structures business line within Black & Veatch. Carlos is an electrical engineer by background and obtained his MBA degree from the University of Kansas in 2002 with concentration in Finance.

Expertise

Design and Construction of Hydropower Plants; Mentor; Project Management, Hydraulic Structures Director

Education

- Masters, Bus Admin, Univ Kansas, 2002, United States
- Bachelor of Science, Electrical, National University of Engineering-Lima, 1982, Peru

Years Experience

40

Professional Registration

- PE, Controls., E 16856, CA
- PE, 14118, KS
- PE, 28603

Location

Rancho Cordova, CA

PROJECT EXPERIENCE

PG&E | Power Generation Capital PMO; Sacramento, CA

Project Director. Black & Veatch provides multi-discipline Program Management Office support services to PG&E to support planning, prioritization and execution of projects. Directs Black & Veatch operations in this multi-year contract.

Chelan County Public Utility District | Spillway Feasibility & Alternatives Analysis; Wenatchee, WA

Project Director. Black & Veatch has provided an assessment of the Rock Island spillway capacity with respect to the probable maximum flood and created conceptual designs for more than 20 alternatives that could decrease the time required to reach maximum flow while increasing the total spill capacity. Black & Veatch estimated and compared the performance and cost of the options, and the presented the most optimal designs to Chelan County PUD management for selection.

Idaho Power | Hells Canyon Complex Engineering Design Services; Boise, ID

Project Director. Black & Veatch has been providing analysis and design to help converge on practical and cost-effective remediation solutions for the Brownlee Service, Oxbow Service and Oxbow Fuse Plug spillways, following FERC-mandated inspections and evaluation.

TransAlta | Brazeau Pump Storage Viability and Remediation Plan; Edmonton, Alberta, Canada

Project Director. Black & Veatch provided legal and technical expertise to TransAlta regarding the operations of their Brazeau pumped storage facility, with the intent of making selecting appropriate new equipment in the coming major remediation effort. The Black & Veatch report introduced new options not considered before,

opening increasing the number of feasible and viable options for further consideration.

California Department of Water Resources (DWR) | O&M Division; Hydro/Water Asset Management Program; Sacramento, CA

Project Director. Black & Veatch has been providing asset management services for their hydro and hydraulic structures assets leading the formulation of the program which includes assessment, risk evaluation, policy formulation, maintenance management, change management and implementation including tool set up as well as data management and financial systems. Directs Black & Veatch work and operations in this multi-year contract.

Pacific Gas & Electric (PG&E) | Hydropower Project Management Services; Sacramento, CA

Project Director. Black & Veatch provides project management services to PG&E in support of PG&E's operations. Directs Black & Veatch operations in this multiyear contract through the hydro/water offices based in Sacramento, CA, and Walnut Creek, CA.

PG&E | Strategic Alliance for Hydropower Engineering Services; Sacramento, CA

Project Director. Black & Veatch provides multi-discipline engineering services to PG&E in support of PG&E's operation, maintenance and relicensing projects. Directs Black & Veatch operations in this multi-year contract through the hydropower expert offices based in Sacramento, CA, Walnut Creek, CA, Denver, CO.

San Francisco Public Utilities Commission | CS-291 Hetch Hetchy System Improvements Program (HSIP) Program Management Support Services; Moccasin, CA

Project Director. Black & Veatch provided program management support services encompassing project management, project controls, risk management, contract administration and safety services. It included construction management, inspection as well as engineering support services. Directed Black & Veatch operations in this multi-year.

San Francisco Public Utilities Commission | Multiple Contracts Hetch Hetchy Water & Power System Engineering Support Services; Moccasin, CA

Project Director. Black & Veatch has provided multidiscipline engineering services in support of HHWP's operation, maintenance and HSIP projects. Directed Black & Veatch operations.

Avista | Post Falls Redevelopment Alternative Evaluation Study; Spokane, WA

Project Director. Black & Veatch provided multi-discipline engineering services to evaluate options to redevelop the project including multiple combinations of unit size, type and location as well as of delivery methods for the project. Construction cost, permitting requirements and implementation risks were also included as evaluation considerations. The study recommended the best approach for implementation of this multi-year project.

EWEB | Carmen Powerhouse Rehabilitation Project; Eugene, OR

Project Director. Black & Veatch has been providing full multi-discipline engineering services to EWEB in support of the complete rehabilitation of the Carmen Powerhouse which houses two generating units with a total installed capacity of 115MW. All major turbine-generator equipment will be rehabilitated as well as the generator switchgear, step up transformer and switchyard. Directs Black & Veatch operations in this multi-year contract.



Jim Watson, P.E.

FERC Strategic Advisor

Jim Watson is a FERC Strategic Advisor. Currently he is supporting over $3.5 billion in dam safety capital improvement projects in California; most of which are under FERC's jurisdiction. Prior FERC project experience includes the design and construction of both new and the retrofit of hydroelectric powerhouses, penstocks, dams, and hydraulic structures.

Jim builds high performance teams through leading by example and managing for results. As both an owner and as a consultant, Jim has held leadership roles on multi-billion-dollar water and power infrastructure projects and programs as well as portfolios having annual investments exceeding $1 billion/year. In addition, has held first line supervisory roles in construction, engineering, and program/portfolio management. He has also worked on all phases of infrastructure development – from concept through commissioning.

Expertise

Program, Portfolio, Project & Constr. Management; Governance & decision-making; Risk Management; Quality management; Early Contractor Involvement/ Collaborative Delivery; Procurements/Contract management: Professional Svcs, Specialty Equipment, & Construction; Construction of hydropower, hydraulic structures; Engineering and Design of Dams, hydropower, & hydraulic structures; Hydropower startup and Commissioning

Education

- Bachelor of Science, Civil Engineering, Structural & Hydraulics, U.C. Berkeley, 1982, United States

Years of Experience

40

Professional Registration

- PE - Professional Engineer, Civil., C-41232, California, United States

Location

California, USA

PROJECT EXPERIENCE

Valley Water | Anderson Dam Seismic Retrofit Project (FERC 5737); 2011-2012 and 2021-Current

Principal Program Management Advisor - Black & Veatch. Responsibilities include (1) managing BV's team who performed owner's engineering/quality assurance reviews of both the Design Consultant's and Construction Management Consultant's deliverables, (2) monitoring progress of nine inter-related FERC-Ordered compliance projects (FOCP) that must be completed either before or during the ADSRP, (3) advising and facilitating the construction contractor procurement process, which is utilizing Best Value Selection of a traditional design-bid-build contract, and (4) managing the FERC BOC process, which includes coordination with FERC and DSOD.

Most notable accomplishments include (1) early identification of construction constraints that led to a partial recirculation of their EIR in order to avoid a potential work stoppage during the construction and (2) VW's acceptance of recommendations to retain (a) Outside legal counsel, which has improve the bid and contract documents, (b) Independent Cost Estimator, that when combined with the Design Consultant's OPCC has improve confidence in the costs at time of bid, (c) risk manager, which led to implementation of an OCIP that includes an excessive liability policy but excludes workman's compensation, and (d) the need to provide the contractor with geotechnical baselines for the dam's foundation to improve FERC's and DSOD's approval, and other ancillary features.

United Water Conservation District | Santa Felicia Dam Outlet Works Replacement (FERC 2153); 2023-Present

Preconstruction Phase Manager - Black & Veatch. Helped the District with (1) managing BV's team who performed both owner's engineering/quality assurance and constructability reviews of the Engineer in Responsible Charge's deliverables, (2) advising on the construction contractor procurement process, (3) providing advice on resolution of FERC and/or DSOD concerns, and (4) special assignments, such as use of a Project Labor Agreement and environmental compliance.

Most notable accomplishments include (1) early identification of construction constraints that led to issuance of an addendum to the previously certified Environmental Impact Report that FERC is using as the basis to prepare their Environmental Assessment; (2) worked with district's staff and their engineer to revamp portions of the project where the contractor will be the Engineer in Responsible Charge (i.e., utilize indicative prices in the Bid Schedule), which primarily affected the tunnel design and Geotechnical Baseline Report, (3) worked with district's staff to (a) amend their procurement policies to use Best Value Selection and alternative delivery and (b) update their front-end contract specifications to (i) incorporate current best practices, (ii) improve the contract's overall contract administration, (iii) improve risk allocation and mitigation, and (iv) improve price transparency (e.g., the Bid Schedule and Measurement and Payment section), and (4) providing advice and support to the FERC and DSOD coordination.

San Luis Delta Mendota Water Authority | San Luis Reservoir Expansion (USBR's B.F. Sisk Dam); 2022-Present

Deputy Program Manager - Black & Veatch. Supported the planned integrated reservoir expansion with USBR's phased, and in construction, dam safety improvements. Select members of the SLDMWA, at 70%, and the USBR, at 30%, have agreed to make this investment to this joint USBR-DWR facility. Black & Veatch roles include both management and serving as the investors' owner's engineer.

Current technical assignments include (1) leading the CA-152 relocation that must comply with Caltrans' stringent requirements and plans to utilize alternative delivery and (2) leading the resolution of the 284-ft tall intake tower's seismic stability as a separate subproject to the integrated reservoir expansion and dam safety improvement projects.

Confidential Client | Hydropower Decommissioning Project (pre-dates FERC); 2025

Deputy Program Manager - Black & Veatch. Developed the decommissioning plan that recommends (a) reducing total cost by packaging the construction based on the different means and methods and to align each package with the most cost-effective delivery method that include traditional design-bid-build, construction manager at risk, and progressive design-build; (b) a bifurcated environmental compliance process to allow early demolition and site restoration of facilities that have less environmental constraints as well as "compartmentalizing" NEPA compliance; and (c) an approach to work with private (and governmental) property owners to improve access to demolish the conveyance features and to transfer all future obligations and liabilities.

Confidential Client | Flood Detention to Permanent Storage Conversion Project; 2015-2025

Deputy Program Manager - Black & Veatch. Led a pre-feasibility level study to evaluate conversion of part of a USACE Project. Services include (a) identifying the engineering, environmental, and construction risks, (2) evaluating a range of reservoir storage, and (3) preparing initial estimates of both construction and total project costs as inputs to the owner's economic analysis.

Sites Project Authority; Reservoir Project; 2015-2020

General Manager - J.C. Watson Inc.. Created the JPA's dual governance, whereby the Sacramento Valley public agencies will own the project and resulting water right while allowing south of Delta public agencies, through the beneficiary pays principle, to invest in exchange for water supply benefits.

Additional accomplishments included (a) growing the organization' staff by retaining other "owner agents", (b) secured large investment commitments by USBR and State of CA, (c) grew the number of local public water agency investors from 7 to 32, (c) secured state legislation for the use of both best value selection and alternative delivery, and (d) to jumpstart the program, led a unique procurement process where all key consultant services were retained through a single solicitation process that led to the award of 9 separate professional services contracts.



Patrick Allen, P.E.

Dam Safety Advisor

Patrick Allen is a civil engineer with 28 years of experience primarily focused on dam projects and disciplines including: development and implementation of dam safety inspections using mobile data applications, PFMA and SQRA workshop tools and application development, the development and maintenance of construction related databases, engineering design, feasibility and planning studies, large scale topographic surveys, scheduling & cost estimating, and construction monitoring.

Expertise

Data Analysis; Database Management; Embankment Dams; Engineering Design

Education

- Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, 2003, United States

Years of Experience

28

Professional Registration

- PE - Professional Engineer, Civil, C89730, California, United States

Languages

- English
- Spanish

Location

Washington, USA

PROJECT EXPERIENCE

Denver Water; Gross Reservoir Expansion Project; Colorado, United States; 2023-In-Progress

Grouting Program Data Manager - Black & Veatch. Responsible for the development of the grouting database and oversaw the dataflow and implementation for field data collection and the development of the dashboard and visualization for the grouting data, field observations, and pay item tracking.

Northern Water; Chimney Hollow Reservoir Project; Colorado, United States; 2021-In-Progress

Risk Management Data Manager/Grouting Program Data Manager - Black & Veatch. Served dual roles on the project, responsible for the development of the grouting database and oversaw the dataflow and implementation for field data collection and the development of the dashboard and visualization for the grouting data and field observations; also responsible for the development and implementation of the probabilistic risk tracking database and the Monte Carlo analysis of cost risk to the project.

Santa Clara Valley Water District; Anderson Dam Seismic Retrofit - Project Management; San Jose, California, United States; 2017-In-Progress

Lead Dam Engineer / Deputy Project Manager - Black & Veatch. As part of Program Management team, served as the client's Deputy Project Manager and Lead Dam Engineer for the seismic retrofit projects at Anderson, Calero and Guadalupe Dams. The projects involved modifications or replacements of the existing embankment dams and spillways, and construction of new intake structures and outlet works. The role included coordination with SCVWD staff, as well as multiple consultant teams to address the planning, design, and environmental permitting for the various projects; coordination with external stakeholders, including the Federal

Energy Regulatory Commission, the California Department of Water Resources Division of Safety of Dams, an independent Board of Consultants, Santa Clara County, City of Morgan Hill, and various state and federal environmental resource agencies. Throughout the design process, served as the notetaker and developed a PFMA database for multiple PFMA workshops and assisted with the coordination of Value Engineering workshops and the Anderson Risk Management program. Following a FERC mandate for Valley Water to drain Anderson Reservoir ahead of the seismic retrofit project, supported Valley Water in collaboration with the design consultant, in separating the Anderson Dam Tunnel Project (ADTP) from the Anderson Dam Seismic Retrofit Project, allowing the ADTP to commence construction in 2021. In addition, involved in the development and negotiation of the budget and scope for a multi-year contract amendment for services.

Tennessee Valley Authority; Boone Dam Seepage Mitigation Project; Kingsport, Tennessee, United States; 2015-2016

Database Manager - Black & Veatch. Development of the grouting database and dataflow for the seepage mitigation project which included a multi-line grout curtain. The role included coordination with the on-site project team as well as the client and owner's engineer and developing and maintaining a database that interfaced with the project's online Information Management System. In addition, providing analysis of grouting effectiveness and production of automated reporting capabilities. Developed a dam safety inspection tablet application for collection of field observations and photos and acted as the on-site point of contact for development of the Information Management System that included integration of the instrumentation onsite. Instrumentation data streams included piezometers, inclinometers, survey monuments, grouting data, geologic records, and field observations.

San Francisco Public Utilities Commission; Calaveras Dam Replacement Project; Sunol, California, United States; 2011-2015

Data Analyst & Assistant Engineer - Terra Engineers. Designed, developed, and maintained a comprehensive grouting database providing for the tracking of pay items, total quantities constructed, closure criteria verification, analysis of grouting effectiveness, and automated report generation. Development of a multi-user database for use by the Construction Management team. Analyzed CDSM and Soil Nail construction for effectiveness and compliance with specifications. Assisted in the development of Construction Management Quality Assurance Plan.

Santa Clara Valley Water District; Seismic Stability Evaluations for Four Dams; San Jose, California, United States; 2010-2011

Staff Engineer - Terra Engineers Inc.. Developed and maintained ARCGIS database including borings, other field exploration, historic explorations, annotated aerial imagery, historic photographs, and external data for use in analysis and design. Developed a calibrated finite element seepage model for the dams. Completed static and pseudo-static slope stability analyses of the dams.

East Bay Municipal Utility District; San Pablo Dam Seismic Upgrades; California, United States; 2007-2009

Staff Engineer - Terra Engineers Inc.. Developed and calibrated finite element seepage models for the dam using the PLAXIS software and field measurements of pore pressures. Used models to predict seepage pressures under various reservoir levels and evaluate dam safety during various stages of construction. Assisted in the design of the instrumentation of the dam including the automation of the piezometers and inclinometers. Provided field inspection of Cone Penetrometer Testing and performed down hole permeability tests in existing piezometers. Developed innovative graphical representation for use in determining embedment depth from data from over 3,000 pre-drill holes.

East Bay Municipal Utility District; Camanche Embankments Safety Review; California, United States; 2009

Staff Engineer - Terra Engineers Inc.. Developed and calibrated finite element seepage models for the dam and dikes using the PLAXIS software and field measurements of pore pressures. Used models to predict seepage under various anticipated reservoir levels and to evaluate the effectiveness of an existing system of relief wells and proposed updates to seepage collection system



Expertise

Fatigue Analysis; Finite Element Analysis; Generator mechanical components including rotor spiders, thrust bearing brackets thrust collars; Machine Design; Cranes and Hoists, Mechanical Systems pumps coolers piping; Vibration and Air Gap Measurement; Weld Design, Commissioning and Testing; Digital Governors and Mechanical Governors and 3d Cams, Fish Guidance Equipment and Underwater Equipment; and Fluid Power Systems

Education

- Bachelor of Science, Mechanical Engineering, Machine Design, University of Portland, 1981, United States

Years of Experience

44

Professional Registration

- PE - Professional Engineer, Mechanical, 13009 PE, Oregon, United States

Location

Tualatin, Oregon, USA

Richard Vaughn, P.E.

Mechanical Lead, Cranes

Rich Vaughn is a US Army Corps of Engineers Hydroelectric Design Center with 44 years' experience. He was the national agency expert for hydropower mechanical systems. His work includes: dams and hydropower, cranes and hoists, measurement and analysis for turbines, generators and other mechanical equipment, field testing of mechanical equipment, failure analysis, vibration analysis, mechanical aspects of generators like the failure analysis of rotor spiders, thrust bearing brackets and thrust collars, fluid power systems, cooling systems, pumps, piping, and digital governors, fish guidance systems, welding, lubrication.

PROJECT EXPERIENCE

Douglas County PUD | Wells Dam, WA 2024-In-Progress

Mechanical Engineer - Black & Veatch. Finite element analysis of large aluminum turbine maintenance platform.

Merced Irrigation District | New Exchequer, CA 2024

Mechanical Engineer - Black & Veatch. Finite Element Analysis of radial gate, trunnion and anchorage.

Eugene Water and Electric Board | Carmen Smith Powerhouse, OR 2022-2025

Mechanical Engineer - Black & Veatch. Owner's engineer for rehabilitation of two 52 MW hydro units. Engineering support during construction and commissioning with heavy field support.

Merced Irrigation District | New Exchequer, CA 2023-2024

Mechanical Engineer - Black & Veatch. Finite Element analysis of Howell Bunger Valve discharge liner using imported CFD data for loading, sub modeling to increase detail in high stress areas, and fatigue analysis using FEA. Analysis of replacement alternatives.

Lewis County PUD | Cowlitz Falls Dam; WA 2022-2023

Mechanical Engineer - Black & Veatch. Design for 2 powerhouse bridge cranes and runway installation contract. Support during fabrication, installation and commissioning.

Douglas County PUD | Wells Dam, WA 2021-2022

Mechanical Engineer - Black & Veatch. Created an FEA model of the 250-ton wheeled vertical spillway gate as part of root cause analysis. Field inspections, and analysis to diagnose spillway gate wheel, bearing and guide failures. Designed the repairs and technical support during procurement, fabrication, and construction. Owner's engineer during fabrication and construction.

Eugene Water and Electric Board | Smith Reservoir, OR 2022

Mechanical Engineer - Black & Veatch. Finite element analysis of radial gate, trunnion and anchorage. Design of backup hoist for radial gate.

NorthWestern Energy | Cochrane Dam, OR 2022

Mechanical Engineer - Black & Veatch. Design for replacement gate hoists for seven radial gates.

Merced Irrigation District | New Exchequer, CA 2021

Mechanical Engineer - Black & Veatch. Field balancing of generator rotor.

Yuba County Water Agency | Colgate Dam; CA 2020-2025

Mechanical Engineer - Black & Veatch. Penstock Shutoff Valve Analysis- Black and Veatch. Performed finite element analysis of a 168" butterfly valve, penstock, and actuator to determine causes of operational problems and adequacy of the design. Engineering support during fabrication. Design of repairs for penstock couplings. Engineering support during procurement, fabrication, and construction.

Pacific Gas and Electric | Belden Powerhouse, CA 2021

Mechanical Engineer - Black & Veatch. Design for seal repair on 138" butterfly valve with Hartman seals. Finite element analysis of turbine shutoff valve and penstock. Finite element analysis of the seal assembly.

Pacific Gas and Electric | Belden Powerhouse, CA 2021

Mechanical Engineer - Black & Veatch. Failure analysis and design for repair of turbine facing plates. Finite element analysis of wicket gates and wicket gate mechanism to solve issues with contact of wicket gates and facing plates and subsequent galling.

Placer County Water Agency | Afterbay and Interbay Spillway, CA 2021-2024

Mechanical Engineer - Black & Veatch. Alternatives analysis for hoist replacement and refurbishment. Detailed design calculations of hoists. Finite element models and fatigue analysis of key components including pitting of hoist chains. Technical support to arrange non-destructive testing of hoist gearing. Engineering support during NDT of hoist gears.

Tacoma Power | Cushman Dam, WA 2021-2022

Mechanical Engineer - Black & Veatch. Low level outlet replacement. Design of tunnel plug to close submerged low-level outlet opening prior to doing the work. Design and analysis of tunnel liner and jet flow gate valve and bonneted knife gate valve. Finite element analysis of tunnel liner, anchorage and tunnel plug to be used during construction.

TVA | Hiwassee Dam, NC 2021

Mechanical Engineer - Black & Veatch. Analysis of generator rotor spider for fitness for service. Created an FEA model of the rotor and provided guidance for work to the rotor during plant rehabilitation and technical support during generator rehabilitation.

PGE | Round Butte Dam, OR 2019-2025

Mechanical Engineer - Black & Veatch. Design for replacement of three 180" turbine shutoff valves. Worked as owners engineer during procurement and factory acceptance testing. Engineering support during construction. Finite element analysis of existing and replacement turbine shutoff valve and penstocks.

CPS Energy | Calaveras and Braunig Dams 2019

Mechanical Engineer - Black & Veatch. Analysis of radial gate hoists at Calaveras and Braunig. FEA of Calaveras radial gates for special handling during gate repair and for key hoist components.



Expertise

Hydraulic Structures; Hydropower

Education

- MS, Civil Engineering, Hydraulics, University of Arizona, 1995
- BS, Civil Engineering, CA State University, Chico, 1994

Years experience

30

Professional registration

- PE - Civil ID (9996), WA (51407), ID (9996), UT (6573594-2202), AK (205180), OR (9996)
- Structural Engineer (SE) – UT - 6573594-2203

Location

Boise, ID

Greg Clark, PE, SE

Structures, Penstocks, TSVs

Greg Clark has 30 years of experience in design, design management, and construction oversight of water related projects, with multidisciplinary expertise in civil, structural, and hydraulic engineering. His primary focus is the structural design of hydraulic structures for hydroelectric facilities, including spillways, penstocks, intakes, gate structures, and fish ladders. Greg has a strong understanding of FERC Part 12 and PFMA requirements, works closely with owners and agencies to solve complex engineering challenges, and has extensive experience managing multidisciplinary projects.

PROJECT EXPERIENCE

City of Lewiston | Raw Water Intake; Washington

Engineer of Record. Designed a raw water intake and secant-pile shaft. This included design of an ISI screen and 42-inch diameter intake pipe in the Clearwater River. Work included communication with USACE for instream permits and construction window requirements. Designed the intake shaft, suspended top slab, and control building. Served as the design lead for this project and oversaw all technical disciplines for the project. Designed a backwash system for sluicing accumulated sediment in the proposed 42-inch intake pipe.

Lewis County Public Utilities District | Cowlitz Falls Spillway No. 4; Washington

Engineer of Record. Provided structural design improvements to Spillway No. 4 and adjacent sediment sluiceway to pass a combined flow of 40,000 cfs. Oversaw the initial efforts for CFD and physical modeling of the existing structure, as well as proposed improvements. Also oversaw the design improvements to accommodate a radial gate and improved discharge efficiencies. Prepared drawings for temporary support of the ogee spillway during construction. Worked closely with Lewis County and FERC to address all design considerations. Used RISA 3D to evaluate stresses in the ogee spillway. Design of cofferdam system.

Lewis County Public Utilities District | Cowlitz Falls Crane Extension; Washington

Engineer of Record. Performed structural design of the concrete deck, steel girder system, and crane rail extension above Spillway No. 4. Supervised the structural improvements for improving the top deck for support of the 180-ton crane. The improvements included a cantilevered section of deck above the spillway. Special

consideration was given to deck stiffness and limiting vertical deflection for proper serviceability of the crane system. The need for expansion joints in the top deck imposed additional challenges to prevent crack development in the top deck. The system included slotted embedded plates and considerations for thermal expansion and contraction of the top deck and lower levels of the dam. Considered seismic factors including deterministic and probabilistic ground accelerations for design of the superstructure slab.

City of Logan | Third Dam Improvements; Utah

Engineer of Record. Designed modifications for improved discharge characteristics, energy dissipation, and stability requirements for the 30-ft tall dam. Established flow criteria requirements by performing an incremental damage assessment of the Logan River. Designed improvements for a new USBR Type III stilling basin, Obermeyer weir, Tainter gate modifications, micropiles, and sediment sluiceway. Oversaw geotechnical investigations for the left abutment, where liquifiable soils were discovered. Compaction grouting was used to densify the left bank and minimize potential liquefaction and overtopping during post-seismic events. This work included the use of RISA 3D modeling software to analyze the concrete walls of the intake building as plates for bi-directional stress distribution. RISA 3D was also used to model the proposed steel trashrack and structural steel support system. Design of steel cofferdam system.

Idaho Power | Lower Malad Diversion Bottom-Hinge Gate; Hagerman, ID

Engineering Manager. Designed modifications to a 15-ft tall concrete diversion dam on the Malad River. Modifications included redesigning the concrete bridge deck, removal of fuse-plug gates, installation of bottom-hinge gates, and modifications to the power canal intake screens. Performed the structural design, including drawing and specification development. In addition to the structural modifications, improvements were made to the existing undercut spillway. The undercut spillway modifications were to be made within the stream channel and required USACE 404 permit requirements. Coordinated with various agencies for approval of in-water work requirements. Gates were designed to resist hydrodynamic forces. Design of steel cofferdam system.

Salish-Kootenai Tribe | Crow Dam Spillway Redesign; Poulson, MT

Engineer of Record. Developed CFD model for a labyrinth weir and spillway. Performed structural calculations and developed drawings and specifications for a 1,500-ft long concrete spillway. In addition to the spillway, the design included a labyrinth weir. The downstream end of the spillway included a flip bucket. Provided field support and performed inspection during concrete placement. Design of the 60 percent slope chute necessitated deep keyways, rock anchors to prevent hydraulic jacking, and drains to collect subsurface seepage from adjacent springs. Designed micropiles and considered soil-structure interaction. Buoyancy and pore-water pressures were considered as uplift forces on the bottom slab. The upstream control gates were designed to resist hydrodynamic forces from the reservoir.

City of Logan | Second Dam Energy Dissipation Project; Utah

Engineering Manager. Completed hydraulic analysis for an energy dissipation hood and 48-inch-diameter sleeve valve. Coordinated with Utah State hydraulic lab to develop geometry for an 80-inch baffled energy dissipation hood over top of the fixed-cone valve. Witnessed physical model testing for the prototype energy dissipation hood. Designed the thrust block and hood. Oversaw construction and installation of the energy dissipation hood. Oversaw mechanical and electrical designs for the project. Developed a Cadd model for geometry of the baffled-hood using MicroStation.

Marin Municipal Water District | Spillway Modification Alternatives Selection and Design; California

Engineer of Record. Serving as Engineer of Record and California DSOD liaison developing alternatives and designs to increase firm yield of four reservoirs through spillway modifications. Dams ranging in height from 115 to 230 feet include Seeger, Peters, Soulajule and Alpine. Alternatives for uncontrolled spillways at the three embankment dams include flashboards, inflatable gates and steel gates.



Jena Mier, PWS, PMP

Permitting

Jena Mier is a Senior Environmental Project Manager with Black & Veatch and has over 40 years of experience in environmental resource permitting and licensing. With 17 years of energy project experience, Jena provides environmental project management for large scale energy projects including solar energy centers, battery energy storage systems, transmission lines, natural gas pipelines, and power plants. She also serves as the Environmental and Permitting Lead on water utility projects in the eastern region of the US. Jena's experience includes providing environmental guidance to clients throughout the project life cycle, from early in project development with siting and design, through permitting and construction, to post-construction monitoring and reporting. Jena graduated from the University of Tampa with a Bachelor of Science degree in Marine Science/Biology. She has spent the last 35 years in environmental consulting working on projects throughout the US and the Bahamas. Jena is a certified Professional Wetland Scientist and Project Management Professional.

Expertise

Environmental Consulting; Environmental Impact Assessments; Environmental Resource Permitting; FERC Certificate Permitting; Marine Ecology; Mentor; NEPA; Nuclear Regulatory Commission; Power Plant Siting Act - Florida; Project Management; Transmission Line Siting Act - Florida

Education

- Bachelor of Science, Marine Science/Biology, University of Tampa, 1985, United States

Years Experience

40

Professional Registration

- Certification, Project Management Professional, #2802127, Global, 2020
- Certification, Professional Wetland Scientist, #1838, Global, 2008
- Certification, Wetland Delineator Certification Program, Multiple, 1997

Location

Florida

PROJECT EXPERIENCE

Empire District Electric Company | Ozark Beach Hydroelectric; Ozark Beach, MO

Project Manager. Jena serves as Project Manager for the FERC relicensing and license amendment of the Ozark Beach Hydroelectric Generating Facility for Empire District Electric Company (EDEC), overseeing engineering, environmental permitting, and regulatory coordination efforts. She managed all aspects of the amendment process, including specialized hydraulic, floodplain, and environmental studies; stakeholder and public scoping coordination; and agency comment resolution. Her work supported EDEC's proposed increase to the Obermeyer gate height and revised operational protocols, demonstrating no significant floodplain or environmental impacts and no adverse effects to recreation, aquatic resources, or cultural resources. She also led analyses to revise the FERC project boundary, resulting in a net reduction of approximately 5,795 acres while maintaining operational requirements.

Duke Energy | Allen BESS; Belmont, NC

Environmental Lead. Responsible for state, federal and local permitting for the facility.

Duke Energy | Monroe BESS; Monroe, NC

Environmental Lead. Responsible for acquiring state and local permits for the facility.

City of West Haven | West Haven WCPF Outfall Line Replacement; West Haven, CT

Environmental & Permitting Lead. Ms. Mier serves as the environmental and permitting lead for obtaining state and federal permits to construct a new wastewater treatment outfall line within New Haven Harbor.

Confidential Client | Confidential Project; Virginia

Project Manager. Ms. Mier serves as the Environmental Project Manager responsible for obtaining federal, state and local permits for the new 100 MW solar and battery storage facility Virginia.

Narragansett Bay Commission | Ernest Street Pump Station Electrical System Upgrade; Providence, RI

Environmental & Permitting Lead. Ms. Mier served as the environmental and permitting lead for preparing the Environmental Impact Document and Facility Plan Amendment for the Rhode Island Department of Environmental Management.

Duke Energy | Warsaw BESS; Warsaw, NC

Environmental Lead. Responsible for state and local permitting.

Brevard County | Sykes Creek WWTF Wetland Delineation Study; Merritt Island, FL

Environmental Project Manager. Ms. Mier was responsible for the delineation of surface water features within the boundaries of the Sykes Creek Regional Wastewater Treatment Facility (WWTF) in support of environmental due diligence activities conducted for the proposed Sykes Creek WWTF Expansion Project (Project). In addition, Ms. Mier assessed the mitigation potential of two parcels located adjacent to the Sykes Creek WWTF and owned by Brevard County.

Duke Energy Florida | Bay Ranch Solar; Florida

Project Manager. Ms. Mier was the project manager responsible for obtaining state and local permits for the new 74.9 MW solar facility in Bay County, FL.

Bahamas Department of Environmental Planning & Protection | Disney Lighthouse Point; Central Eleuthera, Bahamas

Project Manager. Ms. Mier was responsible for the third-party review of Disney's Environmental Management Plan for a future cruise port on Eleuthera.

Duke Energy Florida, LLC | Sandy Creek Solar; Bay County, FL

Project Manager. Ms. Mier was the project manager responsible for obtaining state and local permits for the new 74.9 MW solar facility in Bay County, FL.

Bahamas Department of Environmental Planning & Protection | BPC Perseverance Well Drilling Program; Bahamas

Project Manager. Ms. Mier managed the environmental observation program for an experimental, deep sea oil well drill in Bahamian waters. Black & Veatch was hired to observe the drilling activities to ascertain if they were in being conducted in compliance with the Bahamas DEPP's Environmental Impact Assessment and Environmental Management Plan.

Orlando Utilities Commission | St Cloud East to Magnolia Ranch Transmission Line; Orange & Osceola Counties, FL

Environmental Consultant - Mier Environmental Consulting, LLC. Under subcontract with Golder Associates, Inc., Ms. Mier drafted the Transmission Line Siting Act permit application for a new 230 kV transmission line extending approximately 21 miles in Orange and Osceola Counties, FL.



Mike McKee, P.E.

Electrical Lead

Mike McKee is a professional Engineer with over 22 years' experience in detailed electrical design scope including power system calculations, developing one-line diagrams, wiring and interconnection diagrams, physical equipment layout and conduit details. Major responsibilities also include technical direction and resource management for engineering teams, construction support, schedule development, electrical equipment procurement, estimating and proposals, and client collaboration and communication. He has a broad knowledge of electrical and control system design, procurement sales and distribution channels for hydroelectric facilities, wastewater treatment facilities, combined sewer overflow (CSO) infrastructure, utility scale solar power plants, natural gas compressor stations, hospitals, schools, and other commercial facilities. Mike also served a 5-year apprenticeship in the IBEW Local 291 Southwestern Idaho Electrical Joint Apprenticeship and Training Committee, started in September 1997 and completed March 2002. He has a profound understanding of electrical construction means, methods and best practices. He is a skilled strategist and highly qualified professional with a focus on meeting client objectives, risk mitigation and innovative solution.

Expertise

Project Leadership & Mgmt.; Low & Medium Voltage Electrical Distribution Design & System Protection; Solar PV Design; Wastewater Treatment & CSO Infrastructure Design; Hydroelectric Power Facilities; Natural Gas Compressor Station Design; Health Care (NEC 517) Design

Education

- Bachelor of Science, Electrical Engineering, Boise State University 2007, United States

Years of Experience

22

Professional Registration

- PE - Professional Engineer, Electrical, 95632, Florida, United States
- PE - Professional Engineer, Electrical, 14737, Idaho, United States
- PE - Professional Engineer, Electrical, 38341, Kentucky, United States
- PE - Professional Engineer, Electrical, 0048664, Louisiana, United States
- PE - Professional Engineer, Electrical, 6201311884, Michigan, United States
- PE - Professional Engineer, Electrical, 83348PE, Oregon, United States
- PE - Professional Engineer, Electrical, 24032267, Washington, United States

Location

Overland Park, KS, USA

PROJECT EXPERIENCE

Entergy; Sterlington Solar Project; Louisiana, United States; 2024-In-Progress

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 49MWac/63.69MWdc.

Savion; Martin County Solar Project; Kentucky, United States; 2022-2025

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 111.37MWac/143.69MWdc.

FPL; Beautyberry Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/102.79MWdc.

FPL; Turnpike Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/104.30MWdc.

FPL; Woodyard Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/98.34MWdc.

Grant County PUD; Wanapum Dam Powerhouse Emergency Diesel Generator (EDG) Project; Washington, United States; 2025-In-Progress

Lead Electrical Engineer/Engineer of Record - Black & Veatch. The project consists of replacing the Wanapum powerhouse EDG which is beyond its service life and is no longer supported by the primary manufacturer, with secondary suppliers no longer sourcing spare parts. Includes critical coordination with the client's engineering and operations teams as well as the OEM switchgear supplier to provide appropriate control functionality and construction support and phasing. Wanapum dam capacity: 1,221.6MW, EDG rating: 1562kVA, 600V.

City of Spokane; CarbonQuest Waste to Energy Carbon Capture System (CCS) Front End Engineering Design (FEED); Washington, United States; 2025

Lead Electrical Engineer - Black & Veatch. Feasibility study targeting carbon emissions reductions at the City of Spokane's Waste to Energy (WTE) power plant. Coordinated all aspects of the CCS electrical system design. The proposed CCS consists of five emissions processing trains with 4.16kV and 0.48kV motor loads. The CCS also has a balance of plant system with 4.16kV and 0.48kV motor loads. The proposed CCS is rated 10MW.

City of Spokane; Spokane Falls CSO 26 Control Facility; Washington, United States; 2017-2019

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of the CSO tank and plaza electrical and control system designs. Skillfully advocated for and coordinated the location of the two Avista tank service transformers (500kVA, 13.2kV-480Y/277V) to a dedicated vault within the CSO tank rather than in a vault under Monroe Street as originally planned. This coordination with Avista and the project management team was fundamental to the success of the project. CSO 26 ratings: 2.2 million gallons; tank electrical service: 800A, 480Y/277V; Backup generator: 125kW/156kVA, 480Y/277V; plaza electrical service: 200A, 208Y/120V.

TC Energy; XP GTN Compressor Station Upgrades; Idaho, Washington, Oregon, United States 2018-2022

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of compressor station electrical and control system upgrades. There are 14 compressor stations on the GTN pipeline. Skillfully advocated for and coordinated remote operation of all service disconnects and MCC feeders to mitigate arc flash hazards. This coordination with the client and the project management team was key to improving the client's O&M arc flash safety procedures and the ultimate success of the project.

Amazon; Project Basie Fulfillment Center; Oregon, United States 2019-2022

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of the medium voltage electrical system design. The primary loop arrangement consists of multiple-load interrupter switches and 13.8kV-480Y/277V step down transformers to supply the 3.8 million square foot amazon fulfillment center.



Andrew Wodoslawsky, PE

T&G Mechanical, Material Testing

Andrew Wodoslawsky is professional engineer with 15 years' experience in new and refurbishment projects in the hydropower industry. Experienced in detailed design, uprate studies, project leadership, troubleshooting, assessing the condition of and evaluating turbine-generator units and their air, oil and water auxiliary systems producing up to 725 MW. Proficient in using Finite Element Analysis, classical mechanics, rotor dynamics, fatigue and fracture mechanics theories for Fitness-For-Service evaluations, independent technical reviews and design. Practiced supporting outages and realignments of turbine-generators. Mindset towards meeting Owner's objectives, risk management, and continuous improvement at any scale or environment.

Expertise

Asset Management & Risk evaluations; Bearing Lubrication System Design; Field & Test Support; Fitness-For-Service Evaluations; Generator Mechanical Detailed Design; Mechanical Condition Assessment; Mechanical Finite Element Analysis; Powerhouse Uprate Studies; Procurement & Manufacturing Support; Project Leadership; Rotordynamics Analysis

Education

- Master of Business Administration, Strategy/Project Finance, York University, 2017, Canada
- Masters, Engineering, University of Toronto, 2011, Canada
- Bachelor of Applied Science, Mechanical Engineering, University of Toronto, 2009, Canada

Years Experience

19

Professional Registration

- PE, Mechanical, M 42038, CA
- PE, Mechanical, 21012900, WA
- PE, Mechanical, 96038PE, OR
- PEng - Canada PE, Mechanical, 100192038, Ontario, Canada

Location

Tualatin, OR

PROJECT EXPERIENCE

Idaho Power Company; CJ Strike Operational Design and Feasibility Study; Idaho, United States; 2025-2026

Lead Engineer - Black & Veatch. Evaluated six powerhouse configurations (combinations of various propellers and Kaplans) in terms of production, revenue, number of start-stops, and flexibility ranges, considering three flow scenarios (high, median, low) Proposed most cost-effective, optimal configuration that meets all FERC constraints, and maintains or exceeds production/revenue targets, and increases flexibility. Nameplate: 3 x 30 MW propellors.

Avista Energy; Long Lake Modernization; Washington, United States; 2023-2026

Lead Lubrication, Turbine Tooling Engineer - Black & Veatch. Perform turbine-generator bearing lubrication system redesign featuring external filtration and cooling, turbine tooling shop drawings, and turbine vibration monitoring devices, as part of major powerhouse and unit modernization. Nameplates: 4 horizontal double-Francis units rated at 24.5MW x 200rpm.

Alliant; Kilbourn U5 Turbine Failure Root Cause Analysis; Wisconsin Dells, Wisconsin, United States; 2024-2025

Lead Mechanical Engineer - Black & Veatch. Performed early condition assessment after failure but before disassembly. Performed root cause analysis, including design calculations, and advised on scope of replacement. Nameplate: 3.125 MW, 100rpm.

Pacific Gas & Electric; Caribou 2 Rotor Lifting Device Material Change Evaluation; California, United States; 2023-2024

Lead Mechanical - Black & Veatch. Performed analysis and evaluation of rebuilt lifting device with new material to verify fitness for service.

Entergy Arkansas; Remmel Unit 2 T&G Outage and Alignment Support; Arkansas, United States; 2021

Field Services Engineer - Black & Veatch. Performed condition assessment of generator and turbine during disassembly as part of a scheduled outage. Advised on "run, repair, replace" decisions for each of the examined components. Developed turbine-generator unit alignment and shoe-loading procedure in accordance with industry best practices and features of the 1924 design. Calculated corrections with every step and prepared a concise and useful record of alignment activities. Nameplate: 3.4 MW, 120 rpm.

Entergy Arkansas; Carpenter Unit 2 Generator Reassembly Onsite Support; Arkansas, United States; 2020

Field Services Engineer - Black & Veatch. Advised on best-practices for a safe rotor life and return to service of the generator. Witnessed completion of repairs by third party. Performed air flow measurements, recorded temperature states for future simulations. Nameplate: 31.1 MVA, 94.7 rpm.

Entergy Arkansas; Carpenter Unit 2 Spider Evaluation; Arkansas, United States; 2020

Lead Engineer - Black & Veatch. Reverse-engineered geometry of rotor spider with help from client and subcontractor, directed NDE team to collect critical crack data, directed NDE team to collect and test material, and performed fitness-for-service analysis on the cracked rotor spider to assess risk of continuing to operate. Provided several options with different levels of cost and risk. Nameplate: 31.1 MVA, 94.7 rpm.

Tennessee Valley Authority; Fort Loudoun Unit 1 Capability Study; Tennessee, United States; 2020

Lead Mechanical Engineer - Black & Veatch. Led execution of complete capability study; provided main authorship and oversight; analyzed stator mechanics, stator dynamics (harmonics), rotor mechanics, rotor dynamics (critical speed), and calculated the net present value (NPV) of the four major options. Presented methods and results to client. Nameplate: 45.2 MVA, 105.8 rpm.

BC Hydro; GM Shrum Units 1-5 Refurbishment; British Columbia, Canada; 2011-2017

Lead Generator Engineer - Andritz Hydro. Responsible for complete design of new and refurbished rotor pole sets, refurbishment of rotor spider, executing a thorough stress, deflection and fatigue life calculation report, classifying all design changes within Safety by Design framework, supporting Procurement, supporting technical work in the field, and finally, defining warranty inspection procedures, interpreting results and creating closing summary for the warranty.

Nalcor Energy; Muskrat Falls New Powerhouse; Newfoundland and Labrador, Canada; 2012-2017

Generator Design Engineer - Andritz Hydro. Responsible for detailed design of both generator upper/cover support brackets, center housing, top covers, supporting Procurement (incl. dispositioning of non-conformances) for designed components, supporting contract negotiations, and supporting technical proposals of numerous value-added change orders.

US Bureau of Reclamation; Grand Coulee G19-21 Pre-Bid Condition Assessment; Washington, United States; 2016

Generator Assessor - Andritz Hydro. Responsible for executing pre-bid full condition assessment to advise USBR on value of each element of a future refurbishment scope.

Manitoba Hydro; Wuskwatim New Powerhouse; Manitoba, Canada; 2012

Site Quality Advisor - Andritz Hydro. Responsible for implementing ISO Quality Plan for turbines and generators in new powerhouse, including Inspection & Test Plan, Non-Conformances, calibrated tool list, Final Quality Report; writing custom Operations and Maintenance Manual, ensuring timely movement of materials from warehouse to powerhouse, and participating in final commissioning.

PRESENTATIONS & PUBLICATIONS

- Lewis County PUD. "Lite Asset Management Approach." Clean Currents 2024. October 2024.
- Methods and Outcomes of Quantitative Fitness-for-Service Evaluations." CEATI Hydropower Conference. March 2022.



Alex Bjelica, P.E.

Mechanical Engineer

Alex is a Mechanical Engineer in the Hydropower and Hydraulic Structures Group within Black & Veatch Water, currently leading mechanical projects for hydropower and water supply applications, with particular focus on large valves and actuation systems. Alex has a background in systems integration and hydropower asset management.

Expertise

Actuation & Controls, Asset Management, Hydropower, Large Valves

Education

- Masters, Mechanical Engineering, Dynamic Systems & Controls, University of Texas, 2007, United States
- Bachelors, Mechanical Engineering, University of Notre Dame, 2003, United States

Years Experience

23

Professional Registration

- PE - Professional Engineer, Mechanical, 107097PE, Oregon, United States
- PE - Professional Engineer, Mechanical, 24015277, Washington, United States
- PE - Professional Engineer, Mechanical, M36235, California, United States

Office Location

Rancho Cordova, California, U.S.

PROJECT EXPERIENCE

Southern California Edison; Big Creek Dam 4 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Leading mechanical design for replacement of one 72-inch sluice gate and one 72-inch gate valve for low level outlet rehabilitation. The design includes a 12-inch jet flow gate and associated piping for the release of minimum instream flow.

Southern California Edison; Big Creek Dam 1 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Led mechanical design for replacement of three 42-inch sluice gates and three 42-inch gate valves for low level outlet rehabilitation. Effort includes dive inspection support, replacement of the minimum instream flow piping and valves, procurement support, and construction support.

USACE; Mahoning Dam Gate Hydraulics Replacement; Pittsburgh, Pennsylvania, United States; 2024-2025

Lead Mechanical - Black & Veatch. Led design of a replacement of a hydraulic oil system for six (6) ft by 10 ft sluice gates, including replacement to the hydraulic power unit (HPU), actuating cylinders, and piping. Challenges included maneuvering of materials into and out of spatially tight areas and requiring continuous redundant sluicing capabilities throughout. Delivered all submittal milestones on target against an aggressive schedule.

San Francisco Public Utility Commission; O'Shaughnessy Dam IFR Upgrade; O'Shaughnessy Dam, California, United States; 2021-2025

Lead Mechanical - Black & Veatch. Led detailed design and procurement effort for 48-inch axial flow control valve for discharging 300 cfs to San Francisco water supply system. Work included the design of 36-inch knife gate valves for isolation with bypass piping and support for construction and commissioning.

Southern California Edison; Big Creek Dam 4 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Leading mechanical design for replacement of one 72-inch sluice gate and one 72-inch gate valve for low level outlet rehabilitation. The design includes a 12-inch jet flow gate and associated piping for the release of minimum instream flow.

Southern California Edison; Big Creek Dam 1 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Led mechanical design for replacement of three 42-inch sluice gates and three 42-inch gate valves for low level outlet rehabilitation. Effort includes dive inspection support, replacement of the minimum instream flow piping and valves, procurement support, and construction support.

USACE; Mahoning Dam Gate Hydraulics Replacement; Pittsburgh, Pennsylvania, United States; 2024-2025

Lead Mechanical - Black & Veatch. Led design of a replacement of a hydraulic oil system for six (6) ft by 10 ft sluice gates, including replacement to the hydraulic power unit (HPU), actuating cylinders, and piping. Challenges included maneuvering of materials into and out of spatially tight areas and requiring continuous redundant sluicing capabilities throughout. Delivered all submittal milestones on target against an aggressive schedule.

San Francisco Public Utility Commission; O'Shaughnessy Dam IFR Upgrade; O'Shaughnessy Dam, California, United States; 2021-2025

Lead Mechanical - Black & Veatch. Led detailed design and procurement effort for 48-inch axial flow control valve for discharging 300 cfs to San Francisco water supply system. Work included the design of 36-inch knife gate valves for isolation with bypass piping and support for construction and commissioning.

EBMUD; Briones Outlet Tower Seismic Upgrade; Oakland, California, United States; 2016-2024

Lead Mechanical Engineer - Black & Veatch. Performed detailed design of multiple submersible hydraulic power units for seven 60-inch submerged butterfly valves operated from submerged hydraulic oil cylinders. The effort included procurement and testing support of the HPUs, and construction support as part of seismic retrofit project.

Pacific Gas & Electric; West Point PH PRV Refurb; Pioneer, CA, California, United States; 2020-2023

Lead Mechanical - Black & Veatch. Performed alternatives evaluation, conceptual and detailed design for the actuation system for a complex, 48-inch fast-opening needle valve used to avoid pressure transients on a critical powerhouse penstock and for synchronous bypass. Efforts included on-site startup support, laboratory testing, and tuning the mechanism to achieve adequate generator load rejections.

City of Wyoming, MI; WTP Piping Improvements; Wyoming, Michigan, United States; 2020-2023

Lead Mechanical - Black & Veatch. Designed five new spherical valves ranging from 42-inch to 54-inch for underground installation outside of a pumping plant for isolation of the city's water supply. Effort included shop drawing support, bid review, and RFI responses.

USACE Portland; SPCC Plan Updates; Portland, Oregon, United States; 2018-2020

Project Manager - Black & Veatch. Leading SPCC updates for John Day, Bonneville, and Willamette Valley facilities. Facilities include dam, powerhouse, navigation locks, and fish facilities.

Pacific Gas and Electric (PG&E); Asset Management; San Francisco, California, United States; 2011-2018

Program Manager - Black & Veatch. Led risk-based asset management programs for hydropower equipment across 68 powerhouses. Programs covered large valves (pressure regulating and emergency shutoff types), governors, turbines, bearings, and oil spill prevention. Managed $500k/yr. (approx.) of testing and assessment activities for specific assets. Programmatic work included developing condition assessment methodologies and acceptance criteria, initiating inspections, evaluating financial and non-financial consequences, and developing probability-based financial analysis. Risk mitigation activities included proposing capital improvement projects, developing long term investment strategies, modifying engineering and operational guidance documents, and interfacing with senior stakeholders for buy-in.



Pablo Quesada, P.E.

CFD Modeling

Expertise

CFD Modeling; Geographical Information Systems; Hydraulic Structures; Open Channel Hydraulics; Sediment Transport; Stream Stability and Scour Analysis; Watershed Hydrology

Education

- Doctor of Philosophy, Civil Engineering, Water Resources, University of Kansas, 2004, United States
- Civil Engineering, Universidad de Costa Rica, 1997, Costa Rica

Years of Experience

25

Professional Registration

- PE - Professional Engineer, 22217, Kansas, United States

Languages

- Spanish
- English

Location

Overland Park, KS, USA

Pablo Gonzalez has more than 25 years of water resources engineering experience and has been involved in a wide variety of water resources engineering projects. He has worked in hydrologic and hydraulic modeling of rivers, open channels, and hydraulic structures. He has also performed CFD modeling of rivers and hydraulic structures including water and wastewater treatment facilities. He has performed hydraulic analysis and designs for intakes, spillways, gates and gated spillways, stilling basins, stormwater sewer systems, culverts and outfall structures.

Additional experience includes fluvial geomorphology, stream restoration, naturalistic stream design, scour analysis, erosion and scour countermeasures design, watershed management, stormwater management, design of stormwater BMPs, and flood plain mapping. He also has extensive experience performing GIS analysis and applying GIS tools in the water resources field.

PROJECT EXPERIENCE

Various Projects; Global; 202 Garrison Diversion Conservancy District; Red River Valley Water Supply Project, James River Crossing Erosion and Scour; North Dakota, United States; 2018-In-Progress

Water Resources Engineer - Black & Veatch. Performed hydraulic and sediment transport modeling to estimate potential long-term degradation and channel scour potential for the James River 72-inch pipeline crossing. Hydraulic analysis included steady state 1D and 2D unsteady modeling in HEC-RAS. The HEC-RAS model was calibrated based on USGS stream gage information.

Alliant Energy; Golden Plains, Kossuth and Richland Wind Projects; Iowa, United States; 2018-2025

Water Resources Engineer - Black & Veatch. Directed hydrologic and hydraulic modeling associated with the Golden Plains (200 MW), Kossuth (150 MW), and Richland (210 MW) wind farm projects in Iowa. Hydrologic and hydraulic modeling was done in HEC RAS 2D to determine areas prone to flooding during the 100-year flood event. This analysis has been performed to help with siting of individual wind turbines.

Alliant Energy; Kilbourn Unit 1 CFD Modeling; Wisconsin, United States; 2017-2018

Water Resources Engineer - Black & Veatch. Performed CFD modeling to evaluate hydraulic conditions through Unit 1 of the Kilbourn Hydro Power Plant. Relevant CFD

model results included flow patterns through the entire unit, and pressure distribution and fluctuation over time on the unit's draft tube. The later was used as input for a finite element structural analysis of the draft tube. A transient model was used in the analysis to account for the rotation of the turbine runner.

City of Atlanta; Hemphill Reservoirs 1 and 2 Dam Breach Analysis; Georgia, United States; 2017-2018

Water Resources Engineer - Black & Veatch. Directed hydrologic and hydraulic modeling required to produce dam breach inundation maps required as part of the Emergency Action Plan (EAP) which was prepared by others. Analysis includes dam breach modeling and flood routing using XP SWMM/TUFLOW (coupled 1D-2D model).

Clemson College; Clemson Raw Water Intake; Water Resources Engineer, South Carolina, United States; 2018

Water Resources Engineer - Black & Veatch. Performed CFD analysis for the Clemson raw water intake. Improvements to the intake are aimed at complying with Section 316(b) of the Clean Water Act aimed at reducing fish impingement. CFD modeling was performed to assist with the design of the proposed new screens for the intake.

Los Angeles Department of Water and Power; Boulder Canyon Pump Storage; Los Angeles, California, United States; 2017-2018

Water Resources Engineering - Black & Veatch. Developed an unsteady HEC-RAS model of the Colorado River from Willow Beach to Lake Mohave. Evaluated flow and water levels along the reach modeled under existing conditions and proposed operations associated with the Bounder Canyon Pump Storage project.

The Metropolitan District; South Hartford Conveyance and Storage Tunnel – Pump Station and Grit Screen Facility CFD Modeling; Hartford, Connecticut, United States; 2015

Water Resources Engineer - Black & Veatch. Performed 3D computational fluid dynamics (CFD) modeling of the proposed grit screen facility and the pump station to assess flow conditions through the pump suction header pipe, the manifold and individual vertical pump suction pipes, to determine if adverse conditions can develop. Adverse conditions are air entrainment into the suction header pipe at the grit screen facility and excessive flow rotation or flow imbalance in the proximity to the pumps at the pump station. Also performed CFD analysis on proposed diversion structures.

Johnson County Wastewater; Mill Creek Regional, Kansas River Outfall Sediment Analysis; Shawnee, Kansas, United States; 2014-2015

Water Resources Engineer - Black & Veatch. In charge of assessing flow conditions in the Kansas River in the proximity of the WWTP outfall. Sediment deposition has reached a level that may block the outfall and compromise the ability to discharge the WWTP effluent. The purpose of the project is to evaluate current conditions in the river to determine the cause of sediment deposition around the outfall and to determine if structural improvements could be implemented to prevent further sedimentation. Relocation of the outfall has also been considered as an alternative to resolve the issue. This analysis has been done using XP SWMM/TUFLOW (coupled 1D-2D model).

Xcel Energy; Prairie Island and Monticello Nuclear Generating Plants Flood Hazard Reevaluation; Minnesota, United States; 2013-2015

Water Resources Engineer - Black & Veatch. Coordinated a team of engineers, meteorologists and GIS professionals tasked with preparing the Flood Hazard Reevaluation Report for both the Prairie Island and Monticello Nuclear Generating Plants (PINGP and MNGP) in response to the Nuclear Regulatory Commission Near-Term Task Force Recommendation 2.1.analyzing flood hazards. The objective of the work was to determine potential flooding due to the probable maximum flood (PMF) and dam breaches in the Mississippi River and local intense precipitation at the existing power plant. Calculated the probable maximum precipitation (PMP) for the watershed to the power plant and performed snowmelt calculations associated with the snow season PMP. Performed the flood analysis caused by the PMP driven local intense precipitation (LIP) event. Also in charge of performing 2D hydraulic modeling to evaluate flood impacts using XP-SWMM/TUFLOW.



Gabe Anderson, P.E

Governor HPU

Gabriel Anderson is a Mechanical Engineer with more than 18 years of experience in the water and energy industries, with an emphasis in hydropower and water delivery. His scope of experience includes project work, such as utility operation and maintenance (O&M); planning, design, and construction of water treatment and power generation systems; and upgrades and retrofit.

Expertise

Water Delivery and Hydropower Projects

Education

- Bachelor of Science, Mechanical Engineering, University of Kansas, 2003, United States
- PE - Professional Engineer, Mechanical, E-13146, Nebraska, United States

Years of Experience

22

Professional Registration

- PE - Professional Engineer, Mechanical, 36611, California, United States

Location

Colorado, USA

PROJECT EXPERIENCE

Turbine Replacement Project; Merced River, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for turbine replacement at McSwain powerhouse, a 12,000 HP vertical Kaplan unit and turbine replacement at Merced Falls Powerhouse, a 4,200 HP vertical Kaplan unit. The project includes replacement of the runner, wicket gate refurbishment, Kaplan mechanism refurbishment unit, auxiliary system, and component overhaul.

Applied Electrical Services (AES); West Kauai Energy Storage Project; Hawaii, United States; 2022-2025

Senior Mechanical Engineer - Black & Veatch. The owner's engineering team for the pumped storage and hydroelectric project focuses on balance of plant (BOP) systems. Responsible for providing design review, long lead procurement support, pre-construction and construction phase service, as well as for providing close coordination between project discipline leads, project lead, and project management team.

San Francisco Public Utilities Commission (SFPUC); O'Shaughnessy Dam Drum Gate Refurbishment; Hetch Hetchy, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading primary design activities for refurbishment of the three 65-foot-wide spillway drum gates. The buoyant spillway gates have been in service since 1949. The project goal is to refurbish drum gates and extend the operational life of the spillway structure.

Merced Irrigation District (MID); New Exchequer Howell-Bunger Valve Replacement Project; Merced River, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for repair of the valve discharge liner and replacement of the existing 108-inch Howell-

Bunger valve with a new fixed cone valve. The project is intended to restore function and extend the life of the low-level outlet for New Exchequer Dam.

Pacific Gas and Electric Company (PG&E); Cresta Unit 2 High Pressure Oil Lift (HPOL); Feather River, California, United States; 2021-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for the Unit 2 high-pressure oil lift (HPOL) system for the generator thrust bearings. The HPOL includes hydraulic pump, piping, instrumentation, and controls modifications.

Pacific Gas and Electric Company (PG&E); James B. Black Unit 1 Governor Upgrade; Pit River, California, United States; 2021-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading scoping and design for the Unit 1 mechanical governor upgrade for a six-jet vertical impulse turbine. Design of the digital governor replacement includes servometer digital hydraulic control stations, instrumentation additions, and integration with existing unit systems.

Pacific Gas and Electric Company (PG&E); Balch 1 Cooling Water Upgrade; Kings River, California, United States; 2021-2022

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for cooling water and station water systems upgrade. Design includes new pumping systems for Unit 1 cooling water and station water demands, instrumentation, and controls.

San Francisco Public Utilities Commission; Moccasin Low Head Rehabilitation; California, United States; 2019-2021

Project Engineer - Hetch Hetchy Water and Power (HHWP). Responsible for assessments and rehabilitation of a 3 MW horizontal Francis unit used for auxiliary flows at the Moccasin Reservoir. Developed assessment report for Turbine, Governor, TSOV (thermal shut off valve), and BOP (balance of plant) systems. Designed repairs and testing procedures to bring the unit back online.

San Francisco Public Utilities Commission (SFPUC); Moccasin Powerhouse Generator Refurbishment; California, United States; 2018-2021

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for refurbishment of two existing hydraulic impulse turbine-driven generators rate at 50 MVA. Provided planning support, technical review, and outage coordination with operations and project team. Responsible for integration of updated instrumentation, monitoring, and protection with the unit control and SCADA system.

San Francisco Public Utilities Commission (SFPUC); Moccasin Powerhouse Generator Step-Up (GSU) Transformer Installation; California, United States; 2018-2021

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for replacement of two existing GSU transformers at the Moccasin Powerhouse with two new GSU transformers, along with protective relaying, grounding, foundations, and oil containment. Provided technical review for planning, design, bidding, and construction phases. Developed outage plan for installation work in coordination with water and power deliveries, other projects, and system outages.

San Francisco Public Utilities Commission (SFPUC); Mocassin Bypass Automation; California, United States; 2014-2021

Project Engineer - Hetch Hetchy Water and Power (HHWP). Responsible for the design of the powerhouse water bypass system valve actuator replacements, programmable logic controller (PLC) control system addition, and integration of tail race gate controls for remote monitoring and controlling. Performed outage planning, construction quality assurance, and startup and commissioning of components and system.

San Francisco Public Utilities Commission (SFPUC); Cherry Dam Outlet Works Refurbishment; California, United States; 2014-2018

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for replacement of the low-level outlet of 66-inch hollow jet valves and installation of a new instream flow release system. Developed scope for design, coordinated, and led technical design review with operations staff, provided

Sergey Petrov, P.E

HVAC

Expertise

Buildings, Indoor Air Quality; Central Plant; District Cooling; District Heating; Effluent Energy Recovery; HVAC; Industrial HVAC / R; Industrial Heat Pumps; Instrumentation and Controls; Microgrids; Natural Gas; Offshore; Plumbing

Education

- Associates, Instrumentation and Controls Engineering, I&C, Teesside University, 2013, United Kingdom
- Masters, Heating, Ventilating, and Gas Supplying, Mechanical Engineering, Pacific National University, 2008, Russian Federation

Years of Experience

17

Professional Registration

- PE - Professional Engineer, Mechanical, 56784, Alabama, United States
- PE - Professional Engineer, Mechanical, 58965, Massachusetts, United States
- PE - Professional Engineer, Mechanical, 028462 , Nevada, United States
- PE - Professional Engineer, Mechanical, 90349, Ohio, United States
- PE - Professional Engineer, Mechanical, 147847, Texas, United States
- PE - Professional Engineer, Mechanical, 23011200, Washington, United States
- PEng - Canada Professional Engineer, Mechanical, 234161, Alberta, Canada

Sergey Petrov has 17 years of experience in the consulting engineering which includes field assignments (construction supervision, offsite fabrication, commissioning, and handover) as well as office-based design engineering. He has helped teams design, build, and commission various innovative, energy-efficient, and sustainable projects in several countries ranging from sub-arctic oil and gas plants to Envision certified infrastructure facilities, LEED certified offices, and administrative buildings. Sergey has advanced proficiency with multi-discipline engineering principles, practices, and standards of care to develop projects from conception to permitting stage, and eventually through construction, commission and handover. He has advanced knowledge and hands-on experience with building mechanical, hydronic, hydraulic, pneumatic, and instrumentation & controls systems, energy-conservation and efficiency, waste energy recovery, and infrastructure design. Sergey has excellent leadership and interpersonal communication skills with the ability to effectively, persuasively, and tactfully interact with peers at all levels in the organization, as well as in client facing environments. He is experienced in leading teams of designers and engineers domestically and globally, utilizing overseas design centers. Site experience in managing and supervision of construction, fabrication, and commissioning contractors. He has global project delivery experience in the United States, Canada, Republic of Korea, APAC, and Russia. Cultural-competent by living and working with diverse cultures in various regions of the world.

PROJECT EXPERIENCE

Various Projects; Global; 2025-In-Progress

Senior Mechanical Engineer - Black & Veatch. Nuclear Engineering Director for the nuclear organization responsible for the overall implementation of engineering processes.

Metro Vancouver; North Shore WWTP; British Columbia, Canada; 2019-2022

Senior Mechanical Engineer - AECOM Canada Ltd. Owner's Engineer Role to ensure HVAC and Plumbing designed and installed on site in accordance with specifications and codes.

- PEng - Canada Professional Engineer, Mechanical, 47450, British Columbia, Canada
- PEng - Canada Professional Engineer, Mechanical, 100576920, Ontario, Canada

Location

Houston, Texas, USA

Languages

- Russian
- English

Exxon Mobil; Sakhalin 1 - Odoptu Stage 2; Ulsan, South Gyeongsang, Korea, Republic of; 2014-2016

Senior Field / Project Engineer - Fluor. Worked in Sakhalin, Texas, and Ulsan, Field Engineering and Project Engineering tasks delivering gas injection module (Solar Mars 100 turbine and Dresser-Rand centrifugal compressor) in sub-arctic near offshore region of Sakhalin. Home office design engineering (Sugar Land, TX) and Factory Acceptance Equipment Tests across USA. Resident Engineer role (8 months) in South Korea during modules fabrication at the Hyundai Heavy Industries offshore modyard.

Alliance Oil Company; Khabarovsk Heavy Oil Refinery Hydrotreating Upgrade; Khabarovsk, Russian Federation; 2012-2014

I&C, HVAC Field Engineer - Tecnicas Reunidas S.A... Supervised installation and commissioning of all process instrumentation and HVAC on Hydrogen Production, Amine and Sulphur Recovery, Hydrocracking and Hydrotreating, Tank Farms, and Flaring Units. Supervised team of commissioning techs to deliver loop checks and SAT on schedule.

Sakhalin Energy (Shell, Mitsui, Gazprom); Sakhalin 2 Brownfield Services; Sakhalin, Russian Federation; 2010-2012

E&I Designer - Wood Group PSN (Wood). Offshore and Onshore facilities, including 9.6 MTPA LNG Plant brownfield design and site inspections. Sub-arctic conditions.

Sakhalin Energy (Shell, Mitsui, Gazprom); Sakhalin 2 Onshore Pipelines; Sakhalin, Russian Federation; 2007-2010

Field Surveyor/Mechanical Foreman - Starstroi / Saipem. 24'' oil and Pipeline Installation Survey. Soil calculations for backfill. Later in the project moved to Mech Foreman role to supervise pipe fitters and welders. Sub-arctic conditions



David Stelzer, P.E.

Governor Controls

David Stelzer is currently a senior electrical engineer for the Black & Veatch Operations Group, supporting Hydroelectric projects. He specializes in power and control system design and upgrades for hydroelectric facilities with 24 years of experience. David has designed power system upgrades, transformers, switchgear, excitation systems, protective relaying, automation, various powerhouse and dam equipment replacements, and new plant power systems.

Expertise

Controls; Excitation Systems; Hydroelectric Power; Hydropower; Power Systems; Protective Relaying; Switchgear

Education

- Bachelor of Science, Electrical Engineering, Power & Controls, Iowa State University, 2001, United States

Years of Experience

24

Professional Registration

- PE - Professional Engineer, Civil, 9996, Idaho Electrical, PE 34650, Oklahoma, United States
- PE - Professional Engineer, Electrical, 46637 - 6 , Wisconsin, United States
- PE - Professional Engineer, Electrical, 6201066198, Michigan, United States
- PE - Professional Engineer, Electrical, E20192, California, United States
- PE - Professional Engineer, Electrical, 13400, Idaho, United States
- PE - Professional Engineer, Electrical, 43825, Washington, United States
- PE - Professional Engineer, Electrical, 79548PE, Oregon, United States
- PE - Professional Engineer, Electrical, 18644, Kansas, United States

Location

Overland Park, KS, USA

PROJECT EXPERIENCE

OMPA; Kaw Hydro Rehabilitation; Ponca City, Oklahoma, United States; 2022-In-Progress

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement for replacement of aging plant power systems. Design includes switchgear, excitation equipment, protective relaying, station transformers, and station service switchgear.

We Energies; Appleton Hydroelectric Rehabilitation; Appleton, Wisconsin, United States; 2021-2025

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design for rehabilitation and replacement of plant excitation equipment, protective relaying, control system, governor controls and neutral grounding equipment.

Energy Northwest; Columbia Generating Station – Various Projects, Richland, Washington, United States; 2015-2018

Engineering Manager - Black & Veatch. Managed the mechanical, civil and electrical design for various plant services modification projects.

We Energies; Chalk Hill Electrical Rehabilitation; Stephenson, Michigan, United States; 2021-2024

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement for a complete rehabilitation and replacement of plant power systems. Design included switchgear, excitation equipment, protective relaying, station and generator transformers, and station service equipment.

Wisconsin Public Service; Tomahawk Electrical Rehabilitation; Tomahawk, Wisconsin, United States; 2021-2024

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement a complete rehabilitation and replacement of plant power systems. Design included switchgear, excitation equipment, protective relaying, station transformer, and station service equipment.

We Energies; Hemlock Falls Relay Upgrade; Crystal Falls, Michigan, United States; 2021-2023

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design for upgrade to protective relays for a small hydroelectric facility with project goals of improving system at minimal cost.

Tennessee Valley Authority; Hydro Electric Modernization - Watauga Hydro Electric Plant; Johnson City, Tennessee, United States; 2021-2022

Lead Electrical Engineer - Black & Veatch. Project involved replacement of the 15kV switchgear, 15kV bus duct, conversion to high resistance grounding, and protective relaying upgrades to transformers and generators.

We Energies; Kingsford Unit 3 Reliability Upgrades; Chrystal Falls, Michigan, United States; 2019-2021

Lead Electrical Engineer - Black & Veatch. Provided electrical design for generator rewind, 15kV circuit breakers, complete replacement of excitation, protection and controls for one unit and upgrade common points of failure in the powerhouse to improve reliability at normal flow.

Wisconsin Public Service; Grandfather Falls Electrical Rehabilitation; Merrill, Wisconsin, United States; 2018-2020

Lead Electrical Engineer - Black & Veatch. Provided electrical design for complete rehabilitation and replacement of plant power systems. Design includes switchgear, static exciters, protective relaying, new transformers, and station service.

We Energies; Michigamme Falls Electrical Rehabilitation; Chrystal Falls, Michigan, United States; 2017-2020

Lead Electrical Engineer - Black & Veatch. Provided electrical design for complete rehabilitation and replacement of plant power systems. Design includes switchgear, excitation equipment, protective relaying, new transformers, and station service.

Department of Water Resources; Roville Dam/Hyatt Powerhouse Post-Failure Level 2 Risk Assessment; Oroville, California, United States; 2019

Lead Electrical Engineer - Black & Veatch. Evaluated electrical equipment for points of failure which could lead to dam safety issues in the powerhouse and intake structures.

PG&E; Pit 5 - Main Transformer Bank Replacement; Burney, California, United States; 2013-2017

Lead Electrical Engineer - Black & Veatch. Performed alternatives analysis to determine the most economical course for replacement of a seven single phase transformer generator step-up bank. Produced transformer specifications, installation drawings, and provided construction support. Project mitigated fire separation issues, seismic restraint, and increased bank capacity while avoiding significant structural costs.

We Energies; Peavy Falls Electrical Rehabilitation Project; Michigamme River, Michigan, United States; 2015-2017

Lead Electrical Engineer - Black & Veatch. Project involved electrical rehabilitation of a two-unit, 12 MW hydroelectric plant including protection, brushless excitation systems, control system, and 6.9kV equipment upgrades.

Tennessee Valley Authority; Hydro Electric Modernization - Watauga Hydro Electric Plant; Johnson City, Tennessee, United States; 2015-2016

Lead Electrical Engineer - Black & Veatch. Project involved replacement of the 15kV switchgear, conversion to static excitation, protective relaying upgrades, replacement and enhancement of plant instrumentation, and generator mechanical system upgrades.

Pacific Gas & Electric; Rubber Bladder Gate Replacement, Pit 3 Dam; Burney, California, United States; 2011-2015

Lead Electrical Engineer - Black & Veatch. Provided design for replacement of inflatable rubber bladder gate on the crest of the Pit 3 dam. Design includes upgrade of inflation control system with modern blowers, valves, and control components.

Appendix B

Reference Letters

PAST PERFORMANCE SURVEY

to provide ample contractor oversight during the construction phase was necessary to quickly resolve emergent issues and minimize schedule delays.

Mark Zinniker	Generation Engineering Supervisor	Mark W. Zinniker Digitally signed by Mark W. Zinniker Date: 2026.02.11 12:31:31 -08'00'
Printed Name of Client Reference	Job Title	Signature

Thank you for your time and effort in assisting us in this important endeavor!

Please return the completed survey to:

Black & Veatch
Trent Rusk
ruskt@bv.com

PAST PERFORMANCE SURVEY

Black & Veatch is performing Past Performance Questionnaires for completed projects as part of their formal QA/QC program. This survey is provided to evaluate our performance for the project identified in Part A as well as our specific Key Project Team Personnel listed in Part B.

PART A – CLIENT REFERENCE & PROJECT INFORMATION

Client:	Portland General Electric	Project Duration:	2.5 years
Reference:	Sean Flak	Project Size ($):	$160MM
Job Title:	Project Manager	Scope included Site Selection	N
Email:	Sean.Flak@pgn.com	SOW included Owner's Engineer	N
Phone:	(503) 381-3408		

PART B – COMPANY & PERSONNEL BEING EVALUATED.

Name of the Past Project:	Faraday Repower Project
Name of the Consultant:	Black & Veatch
Name of Key Project Team Personnel:	Trent Rusk – Project Manager
	Rich Vaughn – Mechanical Engineer
	Davi Squaiella – Generator Electrical
	Andrew Wodoslawsky – Turbine-Generator Mechanical

PART C – PERFORMANCE EVALUATION

Please rate your level of satisfaction with the consultant / personnel's performance on a scale of 1 to 10 (with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied).

- Ratings will be applied for (a) our company overall, and (b) each individual listed in Part B above.
- If you wish to provide separate ratings for our firm or an individual, simply complete multiple forms.

No.	CRITERIA	UNIT	RATING
1	Ability to successfully achieve client scope objectives and deliverables	(1-10)	9
2	Ability to manage project cost	(1-10)	8
3	Ability to manage project schedule	(1-10)	9
4	Quality of work	(1-10)	9
5	Ability to proactively identify, communicate, and mitigate potential risk items	(1-10)	9
6	Overall professionalism and responsiveness to requests	(1-10)	10
7	Ability to follow client rules & regulations	(1-10)	9
8	Overall client satisfaction and willingness to hire the firm / individual again	(1-10)	10

Please provide any recommendations or lessons learned from your project experience:

This was a unique project in that PGE requested Black & Veatch to assume control of construction mid-execution following completion of the in-water work. Black & Veatch demonstrated strong project team leadership, quickly ramping up a qualified team and successfully delivering the remaining work to meet the project schedule. Given the accelerated pace and the transition occurring mid-construction, cost control was an expected challenge. Black & Veatch assumed the existing subcontracts and performed well in managing those costs under the circumstances.

For similar scenarios in the future, particularly where scope and schedule adjustments are implemented on a week-over-week basis, a key recommendation would be the use of more

PAST PERFORMANCE SURVEY

proactive, real-time cost tracking and forecasting tools to better support rapid decision-making during accelerated construction phases.

Sean P. Flak	Project Manager	
Printed Name of Client Reference	Job Title	Signature

Thank you for your time and effort in assisting us in this important endeavor!

Please return the completed survey to:

Black & Veatch
Trent Rusk
ruskt@bv.com

Appendix C

Attachment 3 - Certification Form Requirement

Attachment 3 - Certification Form Requirement

Black & Veatch acknowledges the requirement for execution of the *Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form* upon contract execution per paragraph 18 of Attachment 1.

Please note that Attachment 3, referenced in line item #8 on the ProcureWave City of Spokane Procurement site, was not included in the RFQu documents. Black & Veatch is prepared to sign and submit the required form as part of the contract documentation once it becomes available.



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Bid Response Summary

Bid Number RFQu 6539-26
Bid Title 2026-2028 On Call Engineering Services
Bid Base Currency USD
Due Date Monday, May 4, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Black & Veatch Corporation
Submitted By David Shielee - Monday, May 4, 2026 11:47:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
shieleed@bv.com
Comments

Question Responses

Group	Reference Number	Question	Response
Technical Assistance with ProcureWare			
	1	ProcureWare Tips: Allow plenty of time to submit your bid. Save your work often, especially if there will be time when you are not actively working in the software. After about 15 minutes or more of idle time you may be logged out of the system and no warnings will be given. If you receive an alert when trying to save work or submit your bid, you are most likely logged out. (even if the software shows otherwise). The most common error message indicating you are logged out is "This response is associated with a different company. If after logging in you are still experiencing issues, please contact: Tanya Lester tlester@spokanecity.org 509-625-6576 or purchasing@spokanecity.org	I acknowledge
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED

	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	8	Proposer has signed and included Attachment 3 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	David Shielee 503-443-4425 shieleed@bv.com
	10	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Carlos Araoz 916-858-2433 araozc@bv.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	City of Spokane_ Engineering Design On-Call Support Services for Upriver Dam_BV Proposal RFQu 6539-26.pdf

2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.
3	Upload signed Attachment 3 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

CONFIDENTIAL Note 2

Black & Veatch

Billing Rates and Expense Schedule
for
Home Office Consulting Engineering Services

Calendar Year 2026

HOURLY BILLING RATES (see Client Billings and Notes)

Title/Description/Hourly Billing Rate ($USD)	
Project Administration	
Project accounting and office support including clerical, secretarial and billing.	
Project Administration	$106.00
Technicians and Technical Support	
Technical designers, drafters, and other technical support functions.	
Associate Technician / Designer	$85.00
Staff Technician / Designer	$139.00
Lead Technician/Designer	$207.00
Senior Technician/Designer	$265.00
Engineering and Management	
Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.	
Associate Engineers	$120.00
Staff Engineers	$158.00
Design Engineers	$211.00
Project Engineers	$246.00
Senior Engineers	$280.00
Engineering Managers	$318.00
Project Managers	$290.00
Senior Project Managers	$365.00
Professionals and Professional Support	
Professionals who assess and track the cost related to projects, perform planning and scheduling functions related to projects, provide procurement and construction support, provide permitting support, and support other project related activities.	
Associate Professional	$114.00
Staff Professional	$178.00
Lead Professional	$249.00
Senior Professional	$326.00
Specialized Staff	
Specialist staff who provide quality analysis/quality control, business analysis and related services.	
Associate Specialist	$128.00
Staff Specialist	$184.00
Lead Specialist	$226.00
Senior Specialist	$267.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. are included in the labor billing rates above.
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 09, 2026

Profit Corporation

Unified Business ID #: 601931938
Business ID #: 001
Location: 0004
Expires: Feb 28, 2027

BLACK & VEATCH CORPORATION
11401 LAMAR AVE
OVERLAND PARK KS 66211-1508

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #016704 (EXPIRES 09/30/2026) - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:

BLACK & VEATCH CORPORATION

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: 601931938 001 0004

Expires: Feb 28, 2027

BLACK & VEATCH CORPORATION
11401 LAMAR AVE
OVERLAND PARK KS 66211-1508

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #016704 (EXPIRES 09/30/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2026 — 5/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 SHIELEE, DAVID	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** National Fire and Marine Insurance Co — 20079 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23570793 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	GLO 4641358	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE X OCCUR			GLO 1365630	11/1/2025	11/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	N	BAP 4641355 (AOS)	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		N	WC 4641353 (AOS)	11/1/2025	11/1/2026	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC 4641354 (ID, MA, WI)	11/1/2025	11/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
A	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2025	11/1/2026	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	42-EPP-324748-04	11/1/2025	11/1/2026	$10,000,000 PER CLAIM $10,000,000 ANNUAL AGGREGATE	

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

RE: PROJECT NAME: RFQU 6539-26 - ENGINEERING DESIGN ON-CALL SUPPORT SERVICES FOR UPRIVER DAM; PROJECT MANAGER: SHIELEE, DAVID; CITY OF SPOKANE IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

23570793
CITY OF SPOKANE
915 N. NELSON STREET,
SPOKANE WA 99202

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

Joyce M Agnello

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Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	2/3/2026		
Clerk's File #	OPR 2026-0650		
Cross Ref #			
Project #	2023106		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - FISH LAKE TRAIL PHASE 1 2023106		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Fish Lake Trail Phase 1 - $__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (West Hills Neighborhood Councils)

Summary (Background)

This project, the first of two phases, connects the existing Fish Lake Trail to the Centennial Trail. This project runs mostly along the south side of Government Way. This is the first of two phases and is planned for construction this year. The second phase of the project is planned for construction primarily in 2027. The project runs from the existing Fish Lake Trailhead southeast of Sunset Hwy & Government Way northeasterly along Government Way to about 6th Ave. where the trail heads down the slope, across Hangman/Latah Cr. to connect to an existing Centennial Trail spur. See attached exhibit. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,800,000.00 (est.)
Current Year Cost	$ 2,800,000.00 (est.)
Subsequent Year(s) Cost	$

Narrative

A majority of this project is paid with federal grants with a smaller share coming from the arterial street fund and impact fees.

Amount		Budget Account
Expense	$ 0	# 3200 95164 95300 56501 86135
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

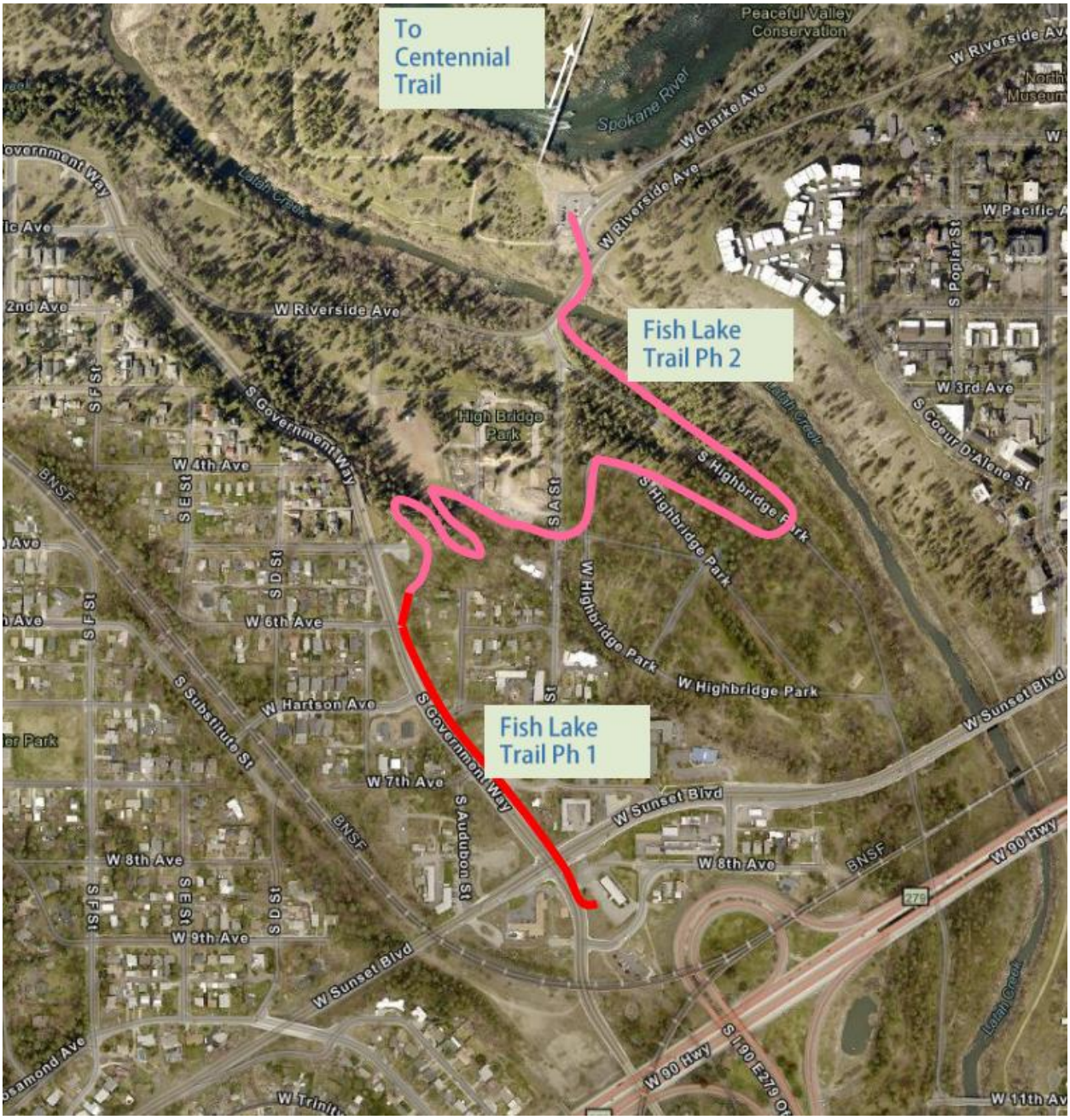
Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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To
Centennial
Trail
Fish Lake
Trail Ph 2
Fish Lake
Trail Ph 1
Peaceful Valley
Conservation
Spokane River
W Riverside Ave
W Clarke Ave
Latah Creek
S Government Way
High Bridge
Park
W 4th Ave
W 6th Ave
W Hartson Ave
W 7th Ave
W 8th Ave
W 9th Ave
W Sunset Blvd
S Highbridge Park
W Highbridge Park
S Poplar St
W 3rd Ave
S Coeur D'Alene St
S Substitute St
S Audubon St
BNSF
W 90 Hwy
W 11th Av


Thorpe Rd. to Fish Lake Trail Connection (part of Ph 1
S 195 Hwy
S 195 Hwy
W Westwood Ln
Thorpe Rd
BNSF
Existing Fish Lake Trail
S Marshall Rd
W Thorpe Rd

Agenda Sheet for City Council:

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

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 07/29/2026

Date Rec'd	7/14/2026
Clerk's File #	OPR 2026-0653
Cross Ref #	ORD C36910
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE
Sponsoring at Administrators Request	NO

Lease? NO	**Grant Related?** YES	**Public Works?** NO

Agenda Item Name: ACCEPT AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS

Agenda Wording

Municipal Court received a mid-year grant award from the Administrative Office of the Courts to support Therapeutic Courts in the amount of $559,239.08 for July 1,2026 through June 30, 2027. The award includes funding for salary/benefits (including adding an additional Community Justice Counselor position), staff equipment, training and travel, treatment services, and recovery supports.

Summary (Background)

The Administrative Office of the Courts provided therapeutic courts with $559,239.08 in funding through June 30, 2027. Personnel salary and benefits: NTE $463,8019.08 to support four positions: 3-Community Justice Counselors (one new position) and 1-Accounting Clerk. The existing FTEs are currently funded by grants that end 06/30/2026. There are no supplanting issues. Staff Equipment and Technology: NTE $3,500 to support new computer and system setup for the new CJC position and program supports such as paper, printer ink, and basic office supplies. Team Training/Travel: NTE $15,000 to support three team members attending the National Adult Treatment Court conference in July 2026, up to 6 team members attending the Washington State Adult Treatment Court annual conference in October, and registration for 3 team members to attend the National Adult Treatment Court annual conference in July 2027 (registration due prior to end of award) Recovery Supports: NTE $36,920 to support participants on their recovery journey through basic needs, hygiene, bus passes, educational/employment supports, and other supportive services. Treatment: NTE $40,000 to support treatment services not covered through insurance.

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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?

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 559,239.08
Current Year Cost	$ 559,239.08
Subsequent Year(s) Cost	$ 0

Narrative

The Administrative Office of the Courts will provide funding to support four positions: 3-Community Justice Counselors (one new position) and 1-Accounting Clerk. There is no match required. Applications for funding are required every year.

Amount		Budget Account
Revenue	$ 559,239.08	# 1360-91337-99999-33412-99999
Expense	$ 559,239.08	# 1360-91337-12510-5XXXX-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Applications must be submitted every spring to the AOC.

Expense Occurrence	One-Time

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

No match required

Approvals		Additional Approvals	
Dept Head	HARTE, AMY	ACCOUNTING -	BROWN, SKYLER
Division Director	O'SULLIVAN, KRISTIN		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Sarah Thompson sthompson@spokanecity.org	Derrek Daniels ddaniels@spokanecity.org
Danil Tyrurin dtyurin@spokanecity.org	Jacquie van Wormer jvanwormer@spokanecity.org
grants@spokanecity.org	zhjelm@spokanecity.org

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WASHINGTON COURTS

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3315
AND
SPOKANE MUNICIPAL COURT
FOR
THERAPEUTIC COURTS

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Spokane Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:
   i. Content of reports shall include:
      - Documenting the progress of their Therapeutic Court Program.
      - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
      - The services provided to program participants for the corresponding quarter.
      - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
   ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	**Quarter**	**Report Due**
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

   * Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.
   iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
   i. Planning:
      - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
      - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
      - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

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- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

ii. Implementation

- Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
- Create Memorandum of Understanding (MOU's) with stakeholders.

iii. Scale and Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

iv. Other

- Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
- Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
- Court shall attend trainings identified or provided by the Behavioral Health Program.
- Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **$559,239.08** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	$463,819.08
Staff Equipment & Technology	$3,500.00
Team Training/Travel	$15,000.00
Recovery Supports	$36,920.00
Treatment Services	$40,000.00
Total Amount	**$559,239.08**

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours or be a new employee to be eligible for funding).
- Program incentives that constitute a gift or reward.
- Items and activities outside of the cost categories listed in the Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

a. The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3315
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Ginnava Hooft PO Box 41170 Olympia, WA 98504-1170 Ginnava.Hooft@courts.wa.gov	**Sarah Thompson** 1100 W Mallon Ave. Spokane, WA 99201 sthompson@spokanecity.org

9. RECORDS, DOCUMENTS, AND REPORTS

a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

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contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

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13. GENERAL PROVISIONS

a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.

b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

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

d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

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j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

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

l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

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

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

q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

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

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

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

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

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EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

Dawn Marie Rubio 7/1/2026

Signature *Date*

Dawn Marie Rubio

Name

WA State Court Administrator / AOCDirector

Title

SPOKANE MUNICIPAL COURT FOR THERAPEUTIC COURTS

Jacquie van Wormer 7/1/2026

Signature *Date*

Jacquie van Wormer

Name

Court Administrator

Title

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Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington's therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what's required under each category: NOT an exhaustive list. **Always contact your program manager for clarification.**	The list of unallowable expenses is not exhaustive. If you are unsure whether an expense is allowed. **Always contact your AOC Program Manager for clarification *before* making a purchase.**

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member's name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

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stamped or signed. **Do not bill employees as contractors**. Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

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Appendix A: USE OF FUNDS

Definition of Light Refreshments
Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours
Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement
Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation
Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under *Who is eligible for training costs?*	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under *Who is eligible for training costs?*
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

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Appendix A: USE OF FUNDS

Management (in state) ○ GSA (out of state) • Mileage	

Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor's name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants' proximal and distal goals.

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Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.
If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/14/2026		
Clerk's File #	OPR 2026-0657		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 509-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET ORDER FOR PENTAIR WATER CHLORPLUS PROTECT 10		

Agenda Wording

Requesting a five-year (5) value blanket order with Ferguson Waterworks for the as-needed purchase of the replacement of the Pentair Water ChlorPlus Protect 10 PFOA/PFOS Cartridge.

Summary (Background)

The City of Spokane, Public Works Division is seeking to replace filters for Point of Use Filters installed by the Department of Health and it is to support the City's work required in the Department of Ecology's Short Term Interim Action Work Plan for residents impacted by Per-and polyfluoroalkyl substance (PFAS) in the West Plains area. The Pentair ChlorPlus Protect 10 cartridge provides extra-fine filtration to significantly reduce contaminants when used with the ChlorPlus Protect 10 system, this cartridge is certified to reduce up to 98% of PFOA/PFOS, commonly referred to as forever chemicals. This value blanket order will be for a five-year (5) period, beginning approximately September 1, 2026 through August 31, 2031, with a not-to-exceed total amount of $175,000.00.

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 uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 175,000.00 plus tax
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is funded through an account set up with PFAS settlement funds awarded through litigation.

Amount		Budget Account
Expense	$ 175,000.00	# 4100-42412-34148-53201-99999
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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026
Clerk's File #	OPR 2026-0286
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 28772

Submitting Dept	CODE ENFORCEMENT
Contact Name/Phone	JASON 6529
Contact E-Mail	JRUFFING@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	DEMOLITION AND ASBESTOS ABATEMENT AT 101 AND 105 N MADELIA - NO

Agenda Wording

No cost extension for OPR 2026-0286 contract with and C. WATTS TRUCKING, LLC. for demolition and asbestos abatement at 101 AND 105 N Madelia, Spokane.

Summary (Background)

The property is owned by the Tormino family and was in use as a warehouse. The building was completely destroyed by a fire on August 20, 2025. Code Enforcement hired a demolition company to carry out a partial demolition due to free-standing masonry walls that were unsupported and a collapse hazard. This work was completed on August 22, 2025. Ownership was ordered to provide a plan to complete the demolition. The building was uninsured, and the family states that they did not have the resources to complete the demolition, which was expected to be a very costly demolition due to the complications of asbestos. A substandard building hearing was on December 2, 2025. By this time, it was evident that resolution by the family was unlikely. The Building Official issued an official demolition order, with a deadline of a plan to be submitted by January 16, 2026. Code Enforcement solicited bids during this timeframe, and this contract reflects the low bid that was received through this request for public works bid process, $326,130.00 plus tax, by C Watts Trucking LLC.

What impacts would the proposal have on historically excluded communities?

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. City policies regarding substandard/unfit buildings in SMC 17F.070.400 et. seq., RCW 35.80, City purchasing policies and procedures, etc.

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 326,130.00	**#** 4700-58100-24600-54201-99999
Select	**$**	**#**
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	GARCIA, LUIS	**PURCHASING**	PRINCE, THEA
Division Director	GARCIA, LUIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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klouden@spokanecity.org	

City Clerk's No. OPR 2026-0286

CITY OF SPOKANE

NO COST EXTENSION

Title: DEMOLITION/ASBESTOS ABATEMENT

This Contract Extension without additional cost is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **C. WATTS TRUCKING, LLC.**, whose address is 693 South Idaho Street, Kennewick, Washington 99336, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Demolition/Asbestos Abatement at 101/105 N Madelia; and

WHEREAS, due to a delay related to legal and cost recovery processes, additional time has been requested to complete the work, thus, the Contract time for performance needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 14, 2026 and April 16, 2026, 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 no cost Contract Extension shall become effective on March 15, 2026.

3. EXTENSION.
The contract documents are hereby extended and shall run through February 28, 2027.

4. COMPENSATION.
There is no additional cost associated with this Contract Extension, therefore, it will be considered a "no-cost Contract Extension". Please see the Payment/Revenue section of the original 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 Agreement by having legally-binding representatives affix their signatures below.

C. WATTS TRUCKING, LLC.

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

26-178

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 30, 2026

Limited Liability Company

Unified Business ID #: 603231857
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 01/31/2027) - ACTIVE
QUINCY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 07/31/2026) - ACTIVE
WEST RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CLE ELUM GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
UNION GAP GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
BENTON CITY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
FRANKLIN COUNTY GENERAL BUSINESS - NON-RESIDENT #2983 - ACTIVE

DUTIES OF MINORS:

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

John Ryser
Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE
KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
RICHLAND GENERAL BUSINESS -

FOLD HERE

Expires: Aug 31, 2026

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 30, 2026

Limited Liability Company

Unified Business ID #: 603231857
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

Ages 16-17: PICKUP/DELIVER SUPPLIES, DRIVE TO MECHANICS, CLEAN SHOP, PICKUP/DEPOSIT CHECKS, ORGANIZE PAPERWORK/RECIEPTS FROM JOBS, RAKE, SPRINKLE
Ages 14-15: CLEAN SHOP, ORGANIZE PAPERWORK/RECIEPTS FROM JOBS, RAKE, MOVE SPRINKLERS.

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors under the age of 16 are prohibited from occupations involving the operation, repair, oiling, cleaning, adjusting, or setting up of or working in proximity to any power-driven equipment. WAC 296-125-033(8).

Only 17 year olds may drive on public roadways if such driving is occasional and incidental. Restricted to daylight hours. 16 and 17 year olds may occasionally drive on employer's private property. WAC 296-125-030 (2). See L&I's Policy: ES.C.4.3.

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

John Ryser
Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE
KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
RICHLAND GENERAL BUSINESS -

Expires: Aug 31, 2026

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/30/2026
Clerk's File #	ORD C36906
Cross Ref #	OPR 2026-0621
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY JUSTICE SERVICES
Contact Name/Phone	JACQUIE VAN 625-4450
Contact E-Mail	JVANWORMER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE-AOC PRETRIAL AND POST CONVICTION GRANTS

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 GRANT FUNDING FROM THE ADMINISTRATIVE OFFICE OF THE COURTS TO SUPPORT THE COMMUNITY JUSTICE SERVICES DEPARTMENT FOR PRE-TRIAL AND POST CONVICTION SERVICES, AND DECLARING AN EMERGENCY.

Summary (Background)

Community Justice Services received a mid-year grant award from the Administrative Office of the Courts, beginning 7/1/26. The award is provided for the post-conviction program and the pretrial services program. Post-Conviction Grant: 1360-91336-12510-54101-99999 - $3,475 - expense 1360-91336-12510-54404-99999 - $4,000 - expense 1360-91336-12510-54902-99999 - $4,000 - expense 1360-91336-99999-33412-99999 - $(11,475) - revenue Pretrial Services Grant: 1360-91335-12510-54101-99999 - $2,500 - expense 1360-91335-12510-54404-99999 - $2,000 - expense 1360-91335-12510-54902-99999 - $2,500 - expense 1360-91335-99999-33412-99999 - $(7,000) - revenue

What impacts would the proposal have on historically excluded communities?

Meta-analysis research from the field of community supervision has shown that on-going staff training and technical support leads to stronger client outcomes and reductions in recidivism, thereby reducing disparities, creating a safer community and cost-efficiencies.

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?

Community Justice Services (CJS) will utilize various data metrics to analyze the effectiveness of the training and certification program as it relates to outcomes for clients. All data will be disaggregated by race, ethnicity, gender identity, disability or other existing disparities. The data will be shared with the Municipal Court judicial bench and CJS staff for analysis and process improvements.

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

CJS will utilize data metrics that will provide regular analysis of the effectiveness of pretrial release practices, core correctional practices and the risk/need/responsivity model. If data analysis reveals no change in recidivism, connection to services or release rates, adjustments will be completed to operations in order to improve outcomes.

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?

Those that are justice involved, and receive pretrial or probation services, often face adversary and barriers at every step in social service systems as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance staff skills aimed at improving lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

No subcommittee review needed.

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 18,475
Current Year Cost	$ 18,475
Subsequent Year(s) Cost	$ 0

Narrative

No match required

Amount		Budget Account
Expense	$ 3,475	# 1360-91336-12510-54101-99999
Expense	$ 4,000	# 1360-91336-12510-54404-99999
Expense	$ 4,000	# 1360-91336-12510-54902-99999
Expense	$ 2,500	# 1360-91335-12510-54101-99999
Expense	$ 2,500	# 1360-91335-12510-54404-99999
Expense	$ 7,000	# 1360-91335-12510-54902-99999

Funding Source	One-Time
Funding Source Type	Grant

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

One-time funding

Expense Occurrence	One-Time

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

No match required

Approvals		Additional Approvals	
Dept Head	VAN WORMER, JACQUIE	ACCOUNTING -	DUFFEY, ANDREW
Division Director	O'SULLIVAN, KRISTIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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Sarah Thompson sthompson@spokanecity.org	

ORDINANCE NO C36906

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING FROM THE ADMINISTRATIVE OFFICE OF THE COURTS TO SUPPORT THE COMMUNITY JUSTICE SERVICES DEPARTMENT FOR PRE-TRIAL AND POST CONVICTION SERVICES, AND DECLARING AN EMERGENCY.

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 Miscellaneous (General Fund) Grants 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 Miscellaneous (General Fund) Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $18,475.
A) Of the increased revenue, $11,475 is provided solely by the Administrative Office of the Courts for Post-Conviction Program for the Community Justice Services department.
B) Of the increased revenue, $7,000 is provided solely by the Administrative Office of the Courts for Pretrial Program for the Community Justice Services department.

2) Increase appropriation by $18,475.
A) Of the increased appropriation, $3,475 is provided solely for post-conviction professional services.
B) Of the increased appropriation, $4,000 is provided solely for post-conviction operational travel.
C) Of the increased appropriation, $4,000 is provided solely for post-conviction registration/ schooling.
D) Of the increased appropriation, $2,500 is provided solely for pretrial professional services.
E) Of the increased appropriation, $2,000 is provided solely for pretrial operational travel.
F) Of the increased appropriation, $2,500 is provided solely for registration/ schooling.

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 two Administrative Office of the Courts grants, 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:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026		
Clerk's File #	ORD C36907		
Cross Ref #	OPR 2026-0651		
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE TO ACCEPT CHIP GRANT AWARDS		

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 GRANT FUNDING AWARDED BY THE DEPARTMENT OF COMMERCE'S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

Summary (Background)

The City of Spokane received grant funds totaling $289,000 from the Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in 2025, and funds were awarded in mid-January 2026. This SBO is to add the revenue to the 2026 budget and to increase the budget authority to utilize the funds.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 289,000
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

No match required.

Amount		Budget Account
Revenue	$ 289,000.00	# 4250-98864-38141-54201-10258
Expense	$ 289,000.00	# 4250-98864-99999-33442-10258
Select	$	#
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.)

No match requirements.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	MANAGEMENT &	STRATTON, JESSICA
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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nsulya@spokanecity.org	kpicanco@spokanecity.org

ORDINANCE NO. C36907

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING AWARDED BY THE DEPARTMENT OF COMMERCE’S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), 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 Integrated Capital Management 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 Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $289,000.
A) Of the increased revenue, $289,000 is provided solely by the Department of Commerce.

2) Increase appropriation by $289,000.
A) Of the increased appropriation, $289,000 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 accept grant funding awarded by the Department of Commerce’s Connecting Housing to Infrastructure Program (CHIP), 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: Public Safety **Date:** 07/09/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/30/2026		
Clerk's File #	ORD C36908		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	STEPHEN X6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – SPOKANE UNITED 911 POSITIONS		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO AUTHORIZE THE ADDITION OF THREE POSITIONS AND INCREASE THE BUDGET FOR DEBT SERVICE PAYMENTS, AND DECLARING AN EMERGENCY.

Summary (Background)

The Spokane United 911 Network is adding an Executive Assistant to support department administration and an Emergency Communications Training & Quality Manager and an Information Technology Manager to support operations. A $6.0 million Spokane Investment Pool (SIP) loan was issued for the Spokane United 911 Network earlier in 2026. We initially expected them to draw $4.0 million of this loan before December 1, 2026, but they will be drawing the entirety of the $6.0 million. Because of this, we also need to amend the budget for debt service.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

Data may be collected as part of general PSAP operations, but there will not be data collection pertaining to these three positions and the debt payment.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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

This SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 345,000
Current Year Cost	$ 345,000
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 184,000	# 1510-37400-97185-80102-99999
Expense	$ 161,400	# 1510-37400-28200-5XXXX-99999
Revenue	$ 177,393	# 5901-79226-99999-39773-84135
Expense	$ 159,613	# 5901-79226-81200-57900-84135
Expense	$ 17,780	# 5901-79226-92180-58200-84135
Select	$	#

Funding Source Recurring

Funding Source Type Program Revenue

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

The apportionment received from the 911 excise tax is the funding source.

Expense Occurrence Recurring

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

Yes; adding three FTE to get operations functioning.

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	LIPPS, JOSH		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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myates@spokanecity.org	

ORDINANCE NO. C36908

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE THE ADDITION OF THREE POSITIONS AND INCREASE THE BUDGET FOR DEBT SERVICE PAYMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network Fund and the SIP Debt 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 Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add 1.0 classified Executive Assistant (from 0 to 1) in the Spokane United 911 Network.
2) Add 1.0 classified Emergency Communications Training & Quality Manager (from 0 to 1) in the Spokane United 911 Network.
3) Add 1.0 classified Information Technology Manager (from 0 to 1) in the Spokane United 911 Network.

4) Increase appropriation by $345,400
A) Of the increased appropriation, $184,000 is provided solely for a transfer out to the SIP Debt Fund for debt service payments.
B) Of the increased appropriation, $161,400 is provided solely for wages and benefits.

Section 2. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $177,393.
A) Of the increased revenue, $177,393 is provided by the Spokane United 911 Network Fund for debt service payments.

2) Increase appropriation by $177,393.
A) Of the increased appropriation, $177,393 is provided solely for debt service payments for financed equipment.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize additional positions and increase the budget for debt service payments, 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:** Public Safety **Date:** 07/09/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/1/2026
		Clerk's File #	ORD C36909
		Cross Ref #	
Council Meeting Date: 07/29/2026		**Project #**	
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	TOM WILLIAMS X7001	**Requisition #**	
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - IDAHO HAZMAT GRANT 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 ACCEPT GRANT FUNDING FROM THE IDAHO OFFICE OF EMERGENCY MANAGEMENT TO PROVIDE HAZMAT RESPONSE SERVICES AND TRAINING TO THE STATE OF IDAHO, AND DECLARING AN EMERGENCY

Summary (Background)

A cross-border interagency agreement where the Idaho Office of Emergency Management funds a hazmatresponse team operated by the Spokane Fire Department (SFD), covering north Idaho for a 3-year term (2026-2029). SFD staffs, trains, and deploys the team; Idaho reimburses incident costs including personnel,equipment, and hazard pay. Grant funding was received and an SBO was not included with OPR 2026-0357. We are including with the first purchase request on the grant, which is time sensitive to receiving the best price. This is a 36-month interagency agreement (effective 2026-2029) between the Idaho Office of Emergency Management and the City of Spokane (via its Fire Department), establishing the Region 1 Hazardous Substance Emergency Response Team to handle hazmat incidents primarily in north Idaho. Idaho funds equipment and training, while the SFD serves as the Host Agency responsible for staffing, maintaining equipment, and deploying the team. Reimbursement for incident deployments covers fully loaded personnel costs plus 10% hazard pay, with administrative overhead capped at 10% of the total request. Either party may terminate with 180 days' notice (or 90 days for non-appropriation).

What impacts would the proposal have on historically excluded communities?

Historically excluded communities, including low-income neighborhoods and communities of color, often face greater environmental hazard exposure with fewer resources to respond; this team ensures equitable, professional hazmat coverage across all areas of Spokane regardless of neighborhood.

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?

Spokane Fire Department will track incident locations and response times against City demographic data, with results reportable through existing City equity and public safety reporting channels.

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

SFD will monitor response time compliance, team certifications, and incident outcomes annually; the Joint Advisory Group provides additional oversight and course correction as needed.

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

This agreement implements Spokane's 2025 CEMP, fulfills SMC 02.04.096 obligations, and supports the City's public safety and regional resilience priorities.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 753,686
Current Year Cost	$ 753,686
Subsequent Year(s) Cost	$

Narrative

Capital Equipment: $518,000 initial capital grant (Idaho-funded).Training Pool: $235,000 shared equally across 8 teams for required and pre-approved training. Personnel: Reimbursed at fully loaded hourly rate + 10% hazard pay; admin costs capped at 10%.

Amount		Budget Account
Expense	$ 518,686	# 1440-93554-94220-56401-99999
Expense	$ 235,000	# 1440-93554-22610-5XXXX-99999
Revenue	$ 753,686	# 1440-93554-99999-34220-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this grant is one-time funding

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	MANAGEMENT &	MILLER, JACOB
Accounting Manager	GBYRD	ACCOUNTING -	DUFFEY, ANDREW
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
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	mforbes@spokanecity.org
jmiller@spokanecity.org	

ORDINANCE NO. C36909

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING FROM THE IDAHO OFFICE OF EMERGENCY MANAGEMENT TO PROVIDE HAZMAT RESPONSE SERVICES AND TRAINING TO THE STATE OF IDAHO, AND DECLARING AN EMERGENCY.

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 $753,686.
A) Of the increased revenue, $753,686 is provided solely for fire protection services provided to the state of Idaho.

2) Increase appropriation by $753,686.
A) Of the increased appropriation, $518,686 is provided solely for machinery and equipment in the Fire Department.
B) Of the increased appropriation, $235,000 is provided solely for wages and benefits in the Fire Department

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 grant funding provided by the Idaho Office of Emergency Management for hazmat response, 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

SBO Request
Public Safety & Community Health Committee

Committee Date	July 9, 2026
Submitting Department	Fire -1970
Fund to Receive Budget (if different from submitting dept)	1440
Contact Name	Tom Williams x7001
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Idaho Hazmat Grant funding
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	Grant funding was received and an SBO was not included with OPR 2026-0357. We are including with the first purchase request on the grant, which is time sensitive to receiving the best price. 1440-93554-94220-56401-99999→ $518,686 Expense 1440-93554-22610-5XXXX-99999→ $235,000 Expense 1440-93554-99999-34220-99999→ $753,686 Revenue

Fiscal Impact
Revenue: 753,686
Appropriation: 753,686

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? No, this grant is one-time funding

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (FTE related?)

What impact(s) would the proposal have on historically excluded communities? (must provide answer – if N/A, explain why)

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? (must provide answer – if N/A, explain why)

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? (must provide answer – if N/A, explain why)

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? (must provide answer – if N/A, explain why)

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/21/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	7/14/2026
		Clerk's File #	ORD C36910
		Cross Ref #	OPR 2026-0653
Council Meeting Date: 07/29/2026		**Project #**	
Submitting Dept	MUNICIPAL COURT	**Bid #**	
Contact Name/Phone	SARAH 625-4146	**Requisition #**	
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – AOC THERAPEUTIC COURTS GRANT AWARD		

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 AN ADMINISTRATIVE OFFICE OF THE COURTS GRANT TO SUPPORT THERAPEUTIC COURTS FOR STATE FISCAL YEAR 2027, AND DECLARING AN EMERGENCY.

Summary (Background)

This is a mid-year grant award from the Administrative Office of the Courts in the amount of $559,239.08 for July 1,2026 through June 30, 2027. The award includes funding for salary/benefits (including adding an additional Community Justice Counselor position), staff equipment, training and travel, treatment services, and recovery supports. Municipal Court received funding to support the Therapeutic Court programs from July 1, 2026 through June 30, 2027. This funding supports two current Community Justice Counselors and one Accounting Clerk (currently granted funded) plus incudes the addition of a new Community Justice Counselor position. Funding is available to support the equipment needed for the new position. Travel and training funding is included to support a portion of the therapeutic court team to travel to the national conference in July, the state conference in October and the national conference in 2027. Treatment and recovery supports are included in professional services to support treatment services, bus passes, basic needs, hygiene, and other participant supports. Revenue: 1360-91337-99999-33412-99999: $559,240 Expense: 1360-91337-12510-51991-99999: $373,820 Expense: 1360-91337-12510-52991-99999: $90,000 Expense: 1360-91337-12510-53502-99999: $3,500 Expense: 1360-91337-12510-54404-99999: $15,000 Expense: 1360-91337-12510-54101-99999: $76,920 Expense: 0560-13100-12510-09540-99999: 1.00 FTE

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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?

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 559,240
Current Year Cost	$ 559,240
Subsequent Year(s) Cost	$ 0

Narrative

No match is required. This funding supports 4 FTE (3-CJC and 1-Accounting Clerk). One CJC is being added with the SBO, but the other FTEs are already authorized. The 3 current FTEs are funded by an existing grant that ends 06/30/2026. No supplanting.

Amount		Budget Account
Revenue	$ 559,240	# 1360-91337-99999-33412-99999
Expense	$ 373,820	# 1360-91337-12510-51991-99999
Expense	$ 90,000	# 1360-91337-12510-52991-99999
Expense	$ 15,000	# 1360-91337-12510-54404-99999
Expense	$ 76,920	# 1360-91337-12510-54101-99999
Expense	$ 1 FTE	# 0560-13100-12510-09540-99999

Funding Source	One-Time
Funding Source Type	Grant

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

This is an annual award that must be applied for each spring.

Expense Occurrence	One-Time

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

Non-personnel expenses are one-time. Personnel expenses are recurring, but only one position is being added with the SBO. It will be marked as grant-funded and will be removed is funding is not secured in the future.

Approvals		Additional Approvals	
Dept Head	HARTE, AMY	**MANAGEMENT &**	MILLER, JACOB
Division Director	O'SULLIVAN, KRISTIN	**ACCOUNTING -**	BROWN, SKYLER
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	YATES, MAGGIE		

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Danil Tyurin dtyurin@spokanecity.org	Jacquie van Wormer jvanwormer@spokanecity.org

ORDINANCE NO. C36910

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT AN ADMINISTRATIVE OFFICE OF THE COURTS GRANT TO SUPPORT THERAPEUTIC COURTS FOR STATE FISCAL YEAR 2027, AND DECLARING AN EMERGENCY.

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 General Fund and Miscellaneous Grants 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add one (1) classified Community Justice Counselor (from 1 to 2) in the Municipal Court department.

Section 2. That in the budget of the Miscellaneous (General Fund) Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $559,240.
A) Of the increased revenue, $559,240 is provided solely from the Administrative Office of the Courts.

2) Increase appropriation by $559,240.
A) Of the increased appropriation, $463,820 is provided solely for contra salaries and benefits.
B) Of the increased appropriation, $3,500 is provided solely for minor equipment.
C) Of the increased appropriation, $15,000 is provided solely for operational travel.
D) Of the increased appropriation, $76,920 is provided solely for professional services.

Section 3. 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 an Administrative Office of the Courts grant to support Therapeutic Courts for State Fiscal Year 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

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	7/7/2026		
Clerk's File #	ORD C36911		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – ATTORNEY GENERAL SAKI EQUIPMENT GRANT		

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 DEPARTMENT OF JUSTICE GRANT TO PURCHASE TWO EVIDENCE FREEZERS FOR THE SPOKANE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Summary (Background)

Grant agreement between the Spokane Police Department and the Attorney General of Washington to provide funding for two refrigerators for the storage of sexual assault evidence. SPD has been sub-awarded federal grant funding from the Dept. of Justice for the procurement of two evidence freezers to support the ongoing partnership with the Attorney General of Washington regarding the Sexual Assault Kit Initiative (SAKI) project. Total award is $72,500. Period of performance is 7/20/26 - 12/31/26

What impacts would the proposal have on historically excluded communities?

This grant will improve evidence collection and proper maintenance of such. The SAKI initiative provides victims of sexual assault the ability to seek justice and assist law enforcement with persons who have been subject to trauma.

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?

While this specific grant provides equipment to assist investigators and protect evidence, demographic data will be collected and analyzed to track victimology and serve the community better.

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

The Spokane police department collects and tracks data regarding sexual assaults, victims, and suspects. This data is routinely analyzed and scrutinized to improve processes, assist victims, and prevent further victimization.

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?

Receiving Grant funding to assist with meeting state and local evidence collection and maintenance goals furthers our mission objectives by responsibly allocating dollars received from outside sources.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 72,500.00
Current Year Cost	$ 72,500.00
Subsequent Year(s) Cost	$

Narrative

Increase budget appropriation in fund 1620 by $72,500.

Amount		Budget Account
Expense	$ 72,500.00	# 1620-91847-94210-56401-99999
Revenue	$ 72,500.00	# 1620-91847-99999-33316-99999
Select	$	#
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.)

Approvals		Additional Approvals	
Dept Head	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.	ACCOUNTING -	BROWN, SKYLER
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rhoopes@spokanepolice.org	

ORDINANCE NO. C36911

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A DEPARTMENT OF JUSTICE GRANT TO PURCHASE TWO EVIDENCE FREEZERS FOR THE SPOKANE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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 Public Safety and Judicial Grants 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 Public Safety and Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $72,500.
A) Of the increased revenue, $72,500 is provided solely by the Department of Justice.

2) Increase appropriation by $72,500.
A) Of the increased appropriation, $72,500 is provided solely for capital 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 a Department of Justice grant to purchase two evidence freezers to support the Sexual Assault Kit Initiative (SAKI) project within the Spokane Police Department, 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:** 07/14/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	7/7/2026
Clerk's File #	ORD C36912
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	SPECIAL BUDGET ORDINANCE - PUBLIC WORKS ADDITIONAL FTES

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 ADD ONE GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST I AND ONE WASTEWATER INSPECTOR TO THE WATER - WASTEWATER FUND, AND ONE WASTE TO ENERGY (WTE) POWER PLANT OPERATOR AND ONE WTE UTILITY OPERATOR TO THE SOLID WASTE FUND, AND DECLARING AN EMERGENCY.

Summary (Background)

During budget preparation activities last fall, the Budget Office requested that we move a couple of positions in Wastewater to a mid-year hiring date. These include a GIS Analyst I and a Wastewater Inspector. The Waste to Energy Facility, is requesting the immediate addition of a WTE Plant Operator and a WTE Utility Operator. The need for these positions arises from changes to state laws, increasing access to sick leave. As a result, operational teams have frequently been below required minimum staffing levels. The addition of these positions supports safe operation of the facility, reduces overtime costs that are incurred when employees work additional shifts covering for absences, and reduces workload impacts to employees.

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 office a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$ 152,904
Subsequent Year(s) Cost	$ 305,808

Narrative

For 2026, these positions will be funded via vacancy savings in the respective funds.

Amount		Budget Account
Expense	$ 43,764.48	# 4320-43201-35148
Expense	$ 34,796.52	# 4320-43210-35148
Expense	$ 41,039.64	# 4490-44100-37148
Expense	$ 33,303.60	# 4490-44100-37148
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes, utility revenues will support the additional positions

Expense Occurrence	Recurring

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

The SBO request is simply to add the FTE for these positions. Vacancy savings will cover the cost of these positions in 2026.

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rgennett@spokanecity.org	eschoedel@spokanecity.org

ORDINANCE NO. C36912

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADD ONE GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST I AND ONE WASTEWATER INSPECTOR TO THE WATER – WASTEWATER FUND, AND ONE WASTE TO ENERGY (WTE) POWER PLANT OPERATOR AND ONE WTE UTILITY OPERATOR TO THE SOLID WASTE FUND, AND DECLARING AN EMERGENCY.

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 Water – Wastewater Fund and the Solid Waste 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 Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add (1) classified GIS Analyst I (from 0 to 1) in the Wastewater Management department.
2) Add (1) classified Wastewater Inspector (from 6 to 7) in the Wastewater Management department.

Section 2. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add (1) classified WTE Power Plant Operator (from 6 to 7) in the Solid Waste Disposal department.
2) Add (1) classified WTE Utility Operator (from 4 to 5) in the Solid Waste Disposal department.

Section 3. 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 add one GIS Analyst I and one Wastewater Inspector to the Water–Wastewater Fund, and one WTE Power Plant Operator and one WTE Utility Operator to the Solid Waste Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/17/2026		
Clerk's File #	ORD C36903		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	RENEE 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ALIGNING THE LOCAL OPTION COMMERCIAL PARKING TAX REMITTANCE		

Agenda Wording

An ordinance adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code.

Summary (Background)

This ordinance adjusts the due date of the local option commercial parking tax from fifteen days after the last day of the month to the last business day of the month. This change will make the remittance procedures administratively easier for commercial parking operators and City staff.

What impacts would the proposal have on historically excluded communities?

N/A - This proposed ordinance is a small administrative change providing administrative flexibility for commercial parking operators.

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

N/A - This proposed ordinance is a small administrative change providing administrative flexibility for commercial parking operators.

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

This proposed ordinance is based on feedback from parking operators as well as City staff.

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

This proposal is consistent with SMC 08.22 and other City remittance procedures.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	nzollinger@spokanecity.org
rrobertson@spokanecity.org	

ORDINANCE NO. C36903

An ordinance adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.22.040 of the Spokane Municipal Code is amended to read as follows:

Section 08.22.040 Collection and Remittance of Commercial Parking Tax to the City

A. A commercial parking business or person acting on behalf of a commercial parking business shall collect the amount of the commercial parking tax at the time payment for the parking fee is made.

B. The commercial parking tax shall be stated separately from the parking fee on all instruments evidencing the parking fee.

C. The commercial parking tax imposed by this chapter is due and payable monthly. Every commercial parking business or person subject to the commercial parking tax shall file a verified return, in such form as prescribed by the Chief Financial Officer and remit the tax due by the last day of the month. The commercial parking tax shall be deemed held in trust by the person required to collect the same until remitted to the City. Any commercial parking business or person that fails to collect the commercial parking tax, or that collects the commercial parking tax but fails to remit the commercial parking tax to the City, shall be liable to the City for the amount of such tax.

D. The City shall be authorized to review and inspect financial records involving activities of commercial parking businesses which are taxable by this tax, at least quarterly each year.

E. If a commercial parking business subject to this tax fails to pay any tax required by this chapter ((~~within fifteen (15) days~~)) by the last business day of the month after the due date thereof, there may be added to such tax a penalty of ten % (10%) of the tax per month for each month overdue, which shall be added to the amount of the tax due.

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:** 06/15/2026 **Committee Agenda type:** Consent		**Date Rec'd**	6/10/2026
		Clerk's File #	ORD C36902
		Cross Ref #	
Council Meeting Date: 07/29/2026		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	MELISSA OWEN 6063	**Requisition #**	
Contact E-Mail	MOWEN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BEACON HILL PUD OVERLAY ADOPTION ORDINANCE		

Agenda Wording

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4900 VALLEY SPRINGS ROAD IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY

Summary (Background)

This is a private development proposal for which preliminary approval of the PUD and long plat was already received. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on January 6, 2011. Pursuant to the Type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on January 6, 2011. On February 8, 2011, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended February 22, 2011. Three developer agreements were entered into between 2018 and 2013 extending the life of the final PUD/Plat (Original Developer Agreement adopted by council on 11/26/18, 1st Amendment to the Developer Agreement adopted by council on March 17, 2022, and 2nd Amendment to the Developer Agreement adopted by council on May 22, 2023). The next procedural step is to adopt the Hearing Examiner Decision and update the City's Zoning Map to reflect the overlay. Subsequent building permits will be reviewed and approved by the Development Services Center. The total area proposed for the final PUD overlay is 32.825 acres. The difference in acreage between the preliminary and final overlay zones is based on a small forthcoming boundary line adjustment between parcel 35022.0050 (addressed as 4900 E Valley Springs Rd) and parcel 35022.0024 (addressed as 4848 E Valey Springs Rd), removal of land now under separate ownership which was originally proposed for development of 20 single family lots to the southwest of future Custer Street, and an approximate one-acre site directly between future Chronical Street and City-owned parcel 35022.0041 To complete the PUD Overlay process an ordinance is presented to City Council for the adoption of the Findings, Conclusions, and Decision of the Hearing Examiner dated February 8, 2011.

What impacts would the proposal have on historically excluded communities?

None known – this project completed the required public process including public hearing before the hearing examiner

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

N/A

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

N/A

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

The proposal was consistent with the City's 2001 Comprehensive Plan and 2006 updates at time of preliminary PUD and Long Plat application and continues to be consistent with multiple goals and polices from the land use, housing, and neighborhoods chapters of the Comprehensive Plan. The uses allowed under the 2011 decision include single-family, middle, and multi-family residential development ranging from detached and attached single-family homes, duplexes, triplexes and multi-family buildings. A total of 141 lots over +/-40 acres were approved for a total of 304 units. This project, Beacon Hill, includes common open space and public infrastructure such as street with separate sidewalks and utilities. The underlying zoning will remain R1

Council Subcommittee Review

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

Narrative

The applicant is proposing a change to the City's Zoning Map for portions of parcels 35022.0050 and 35022.0040 addressed as 4900 E Valley Springs Rd and unassigned (32.825 acres), by amending the official zoning map to show a planned unit development over

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	sgardner@spokanecity.org
tblack@spokanecity.org	akiehn@spokanecity.org

ORDINANCE NO. C36902

An ordinance to adopt an overlay zone for property located at 4900 Valley Springs Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.

WHEREAS, The Hearing Examiner held a public hearing on January 6, 2011, at the request of the owner of certain property zoned RSF (Residential Single Family) and RMF (Residential Multifamily), and generally located on the south side of Wellesley Avenue east of Havana Street where Wellesley Avenue becomes Valley Springs Road within the City and County of Spokane, State of Washington, and on February 8, 2011, approved a Planned Unit Development Overlay Zone subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment;

NOW, THEREFORE, the City of Spokane does ordain:

The Director of Planning Services is directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit B and legally described as:

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN (SEE EXHIB A FOR FULL LEGAL DESCRIPTION)

with a Planned Unit Development Overlay Zone.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

EXHIBIT A - BEACON HILL PUD OVERLAY LEGAL DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 2;

THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 988.23 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 137.85 FEET;

THENCE SOUTH 90°00'00" WEST 208.71 FEET;

THENCE SOUTH 00°00'00" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 274.77 FEET;

THENCE SOUTH 90°00'00" WEST 60.00 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 50.95 FEET;

THENCE SOUTH 89°45'43" WEST 82.32 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89°45'43" WEST 87.62 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 330.00 FEET, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 85°12'27" WEST;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°07'39", AN ARC DISTANCE OF 311.75 FEET TO A REVERSE CURVE WITH A RADIUS OF 470.00 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°02'37", AN ARC DISTANCE OF 156.22 FEET;

THENCE SOUTH 39°52'35" WEST 75.71 FEET TO A CURVE WITH A RADIUS OF 20.00 CONCAVE TO THE EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°42'52", AN ARC DISTANCE OF 29.57 FEET TO A REVERSE CURVE WITH A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'03", AN ARC DISTANCE OF 38.45 FEET;

THENCE SOUTH 53°01'46" WEST 60.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 220.00 FEET, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 53°01'46" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'38", AN ARC DISTANCE OF 20.01 FEET, TO A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET;

THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°56'33", AN ARC DISTANCE OF 34.19 FEET;

THENCE SOUTH 39°52'35" WEST 20.00 FEET;

THENCE NORTH 50°07'25" WEST 60.00 FEET;

THENCE NORTH 39°52'35" EAST 106.35 FEET;

THENCE NORTH 50°07'25" WEST 120.00 FEET;

THENCE NORTH 39°52'35" EAST 90.00 FEET TO A CURVE WITH A RADIUS OF 650.00 FEET CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'45", AN ARC DISTANCE OF 144.03 FEET;

THENCE NORTH 37°25'40" WEST 556.15 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 236.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;

THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1193.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 207.76 FEET;

THENCE SOUTH 89°51'25" EAST 30.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 330.69 FEET;

THENCE SOUTH 09°08'20" EAST 31.24 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 784.81 FEET;

THENCE NORTH 00°08'35" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 569.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 81.08 FEET;

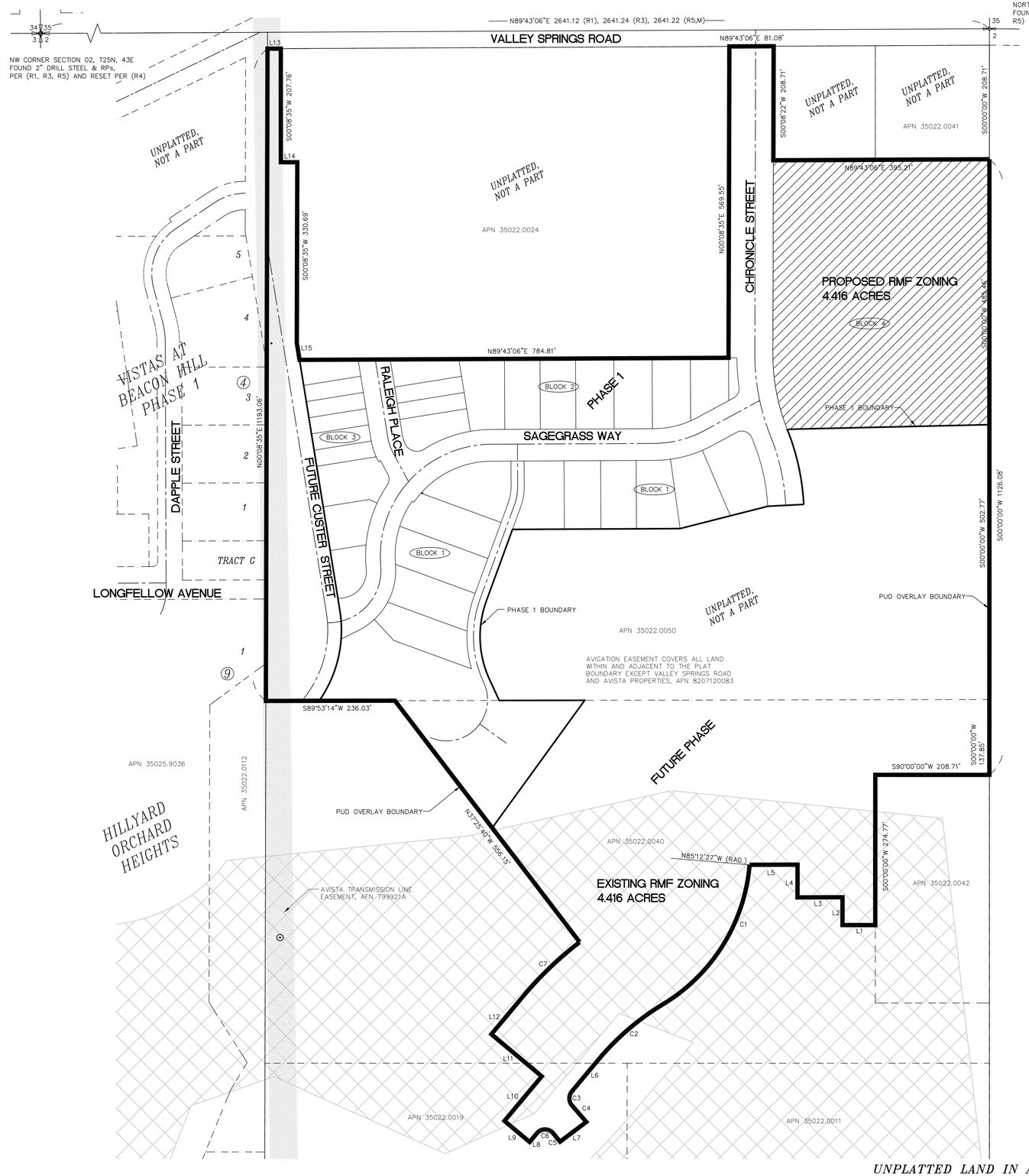
THENCE SOUTH 00°08'22" WEST 208.71 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 395.21 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE POINT OF BEGINNING;

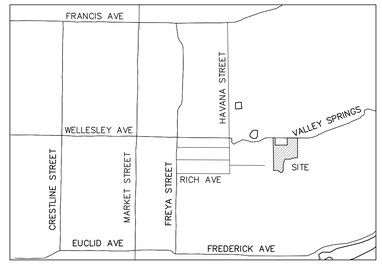
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

32.825 ACRES.

EXHIBIT B – BEACON HILL PUD OVERLAY MAP



VICINITY MAP



THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 2;
THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 988.23 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 137.85 FEET;
THENCE SOUTH 90°00'00" WEST 208.71 FEET;
THENCE SOUTH 00°00'00" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 274.77 FEET;
THENCE SOUTH 90°00'00" WEST 60.00 FEET;
THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 50.95 FEET;
THENCE SOUTH 89°45'43" WEST 82.32 FEET;
THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 89°45'43" WEST 87.62 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 330.00 FEET, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 85°12'27" WEST;
THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°02'37", AN ARC DISTANCE OF 156.22 FEET;
THENCE SOUTH 39°52'35" WEST 75.71 FEET TO A CURVE WITH A RADIUS OF 20.00 CONCAVE TO THE EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°42'52", AN ARC DISTANCE OF 29.57 FEET TO A REVERSE CURVE WITH A RADIUS OF 280.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'03", AN ARC DISTANCE OF 38.45 FEET;
THENCE SOUTH 53°01'46" WEST 60.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 220.00 FEET, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 53°01'46" WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'38", AN ARC DISTANCE OF 20.01 FEET, TO A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET;
THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°56'33", AN ARC DISTANCE OF 34.19 FEET;
THENCE SOUTH 39°52'35" WEST 20.00 FEET;
THENCE NORTH 50°07'25" WEST 60.00 FEET;
THENCE NORTH 39°52'35" EAST 106.35 FEET;
THENCE NORTH 50°07'25" WEST 120.00 FEET;
THENCE NORTH 39°52'35" EAST 90.00 FEET TO A CURVE WITH A RADIUS OF 650.00 FEET CONCAVE TO THE SOUTHEAST;
THENCE NORTHEASTLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'45", AN ARC DISTANCE OF 144.03 FEET;
THENCE NORTH 37°25'40" WEST 556.15 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3;
THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 236.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1193.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 207.76 FEET;
THENCE SOUTH 89°51'25" EAST 30.00 FEET;
THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 330.69 FEET;
THENCE SOUTH 09°08'20" EAST 31.24 FEET;
THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 784.81 FEET;
THENCE NORTH 00°08'35" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 569.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 81.08 FEET;
THENCE SOUTH 00°08'22" WEST 208.71 FEET;
THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 395.21 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE POINT OF BEGINNING;

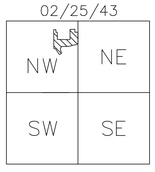
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

32.825 ACRES.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	60.00
L2	N00°00'00"E	50.95
L3	S89°45'43"W	82.32
L4	N00°00'00"E	60.00
L5	S89°45'43"W	87.62
L6	S39°52'35"W	75.71
L7	S53°01'46"W	60.00
L8	S39°52'35"W	20.00
L9	N50°07'25"W	60.00
L10	N39°52'35"E	106.35
L11	N50°07'25"W	120.00
L12	N39°52'35"E	90.00
L13	N89°43'06"E	25.00
L14	S89°51'25"E	30.00
L15	S09°08'20"E	31.24

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TAN
C1	54°07'39"	330.00	311.75	168.61
C2	19°02'37"	470.00	156.22	78.83
C3	84°42'52"	20.00	29.57	18.24
C4	07°52'03"	280.00	38.45	19.25
C5	05°12'38"	220.00	20.01	10.01
C6	97°56'33"	20.00	34.19	22.98
C7	12°41'45"	650.00	144.03	72.31

02/25/43





GRAPHIC SCALE (IN FEET)
0 40 80 160
1" = 80'

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS_____ DAY OF_____, 2026.
AT_____ IN BOOK_____ OF PLATS ON PAGE_____
AT THE REQUEST OF_____.

_____
SPOKANE COUNTY AUDITOR

BASIS OF BEARING

THE BEARING OF N89°43'06"E, ALONG THE NORTH SECTION LINE, WAS USED AS THE BASIS OF BEARING FOR THIS SUBDIVISION PER RECORD OF SURVEY, BOOK 34 OF SURVEYS, PAGE 57.

EQUIPMENT & PROCEDURE

THIS SURVEY WAS PERFORMED USING A NIKON DTM-520 TOTAL STATION AND EPOCH 50 GLOBAL POSITIONING SYSTEM IN CONJUNCTION WITH THE WASHINGTON STATE REFERENCE NETWORK. THE FIELD TRAVERSE METHODS USED ARE IN CONFORMANCE WITH WAC 332-130-090 AND RCW 58.09.

REFERENCES

(R1) RECORD OF SURVEY, BOOK 34 OF SURVEYS, PAGE 57

(R2) HILLYARD ORCHARD HEIGHTS PLAT, VOLUME "E" OF PLATS, PAGE 82

(R3) RECORD OF SURVEY, BOOK 107 OF SURVEYS, PAGE 48

(R4) RECORD OF SURVEY, BOOK 45 OF SURVEYS, PAGE 76

(R5) THE VISTAS AT BEACON HILL, PHASE 1 PLAT, BOOK 46 OF PLATS, PAGES 36-39

DATUM

NAVD88 BASED ON WSDOT MONUMENT GP32395-194. ELEVATION: 2040.193 USFt (621.852 METERS).

PROJECT DATA

PROJECT APPLICANT/CONTACT: BEACON HILL SPOKANE, INC
PETE RAYNER
509-263-4848
4848 E. VALLEY SPRINGS ROAD
SPOKANE, WA 99217

TOTAL PROJECT SIZE: 32.825 ACRES
PHASE 1: 14.569 ACRES

EXISTING ZONING DESIGNATION:
R1: 28.409 ACRES
RMF: 4.416 ACRES
PROPOSED ZONING:
PHASE 1:
R1: 10.153 ACRES
RMF: 4.416 ACRES
FUTURE PHASES:
R1: 18.256 ACRES

SURVEYORS CERTIFICATE

I, STEVEN W. TRIPP, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THE PLAT OF THE BEACON HILL PUD, PHASE 1, AS SHOWN HEREON, IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT ALL NON FRONTING LOT CORNERS ARE SET AS SHOWN ON THE PLAT. MONUMENTS AND FRONTING LOT CORNERS SHALL BE SET UPON COMPLETION OF THE UTILITY AND STREET IMPROVEMENTS.

STEVEN W. TRIPP P.L.S. #34151
PROFESSIONAL LAND SURVEYOR



BEACON HILL PUD, PHASE 1

Z25-564FPLT

UNPLATTED LAND IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION, 02 T25N, R43 EWM
SPOKANE COUNTY, WASHINGTON
SHEET 1 OF 2

909 N. ARGONNE RD
SPOKANE VALLEY, WA 99212
509-926-1322
SIMPSON ENGINEERS, INC.

P:\Projects\15501-16000\15895-RAYNER NEW\dwg\ACAD 2006\ACAD-BEACON HILL ADDITION PHASE 1-A FINAL PLAT PUD.dwg 6/3/2026 9:34:04 AM PDT

ORD C36902 (WILKERSON AMENDMENT) (07-07-26)

PURPOSE OF AMENDMENT: If adopted, this amendment (1) corrects a typographical error in the current ordinance and (2) replaces the legal description and overlay map with updated versions.

1. **Strike the ordinance in its entirety and substitute the attached ordinance in its place.**

2. **Strike Exhibit A and B to the ordinance and substitute the attached new Exhibits A and B in their place.**

ORD C36902 (WILKERSON AMENDMENT) (07-07-26)

ORDINANCE NO. C36902

An ordinance to adopt an overlay zone for property located at 4900 Valley Springs Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.

WHEREAS, The Hearing Examiner held a public hearing on January 6, 2011, at the request of the owner of certain property zoned RSF (Residential Single Family) and RMF (Residential Multifamily), and generally located on the south side of Wellesley Avenue east of Havana Street where Wellesley Avenue becomes Valley Springs Road within the City and County of Spokane, State of Washington, and on February 8, 2011, approved a Planned Unit Development Overlay Zone subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment;

NOW, THEREFORE, the City of Spokane does ordain:

The Director of Planning Services is directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit B and legally described as:

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION)

with a Planned Unit Development Overlay Zone.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

EXHIBIT A - BEACON HILL PUD OVERLAY LEGAL DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 2;

THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 988.23 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 137.85 FEET;

THENCE SOUTH 90°00'00" WEST 208.71 FEET;

THENCE SOUTH 00°00'00" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 274.77 FEET;

THENCE SOUTH 90°00'00" WEST 60.00 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 50.95 FEET;

THENCE SOUTH 89°45'43" WEST 82.32 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89°45'43" WEST 87.62 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 330.00 FEET, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 85°12'27" WEST;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°07'39", AN ARC DISTANCE OF 311.75 FEET TO A REVERSE CURVE WITH A RADIUS OF 470.00 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°02'37", AN ARC DISTANCE OF 156.22 FEET;

THENCE SOUTH 39°52'35" WEST 75.71 FEET TO A CURVE WITH A RADIUS OF 20.00 CONCAVE TO THE EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°42'52", AN ARC DISTANCE OF 29.57 FEET TO A REVERSE CURVE WITH A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'03", AN ARC DISTANCE OF 38.45 FEET;

THENCE SOUTH 53°01'46" WEST 60.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 220.00 FEET, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 53°01'46" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'38", AN ARC DISTANCE OF 20.01 FEET, TO A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET;

THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°56'33", AN ARC DISTANCE OF 34.19 FEET;

THENCE SOUTH 39°52'35" WEST 20.00 FEET;

THENCE NORTH 50°07'25" WEST 60.00 FEET;

THENCE NORTH 39°52'35" EAST 106.35 FEET;

THENCE NORTH 50°07'25" WEST 120.00 FEET;

THENCE NORTH 39°52'35" EAST 90.00 FEET TO A CURVE WITH A RADIUS OF 650.00 FEET CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'45", AN ARC DISTANCE OF 144.03 FEET;

THENCE NORTH 37°25'40" WEST 556.15 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 236.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;

THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1193.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 207.76 FEET;

THENCE SOUTH 89°51'25" EAST 30.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 330.69 FEET;

THENCE SOUTH 09°08'20" EAST 31.24 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 784.81 FEET;

THENCE NORTH 00°08'35" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 569.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 81.08 FEET;

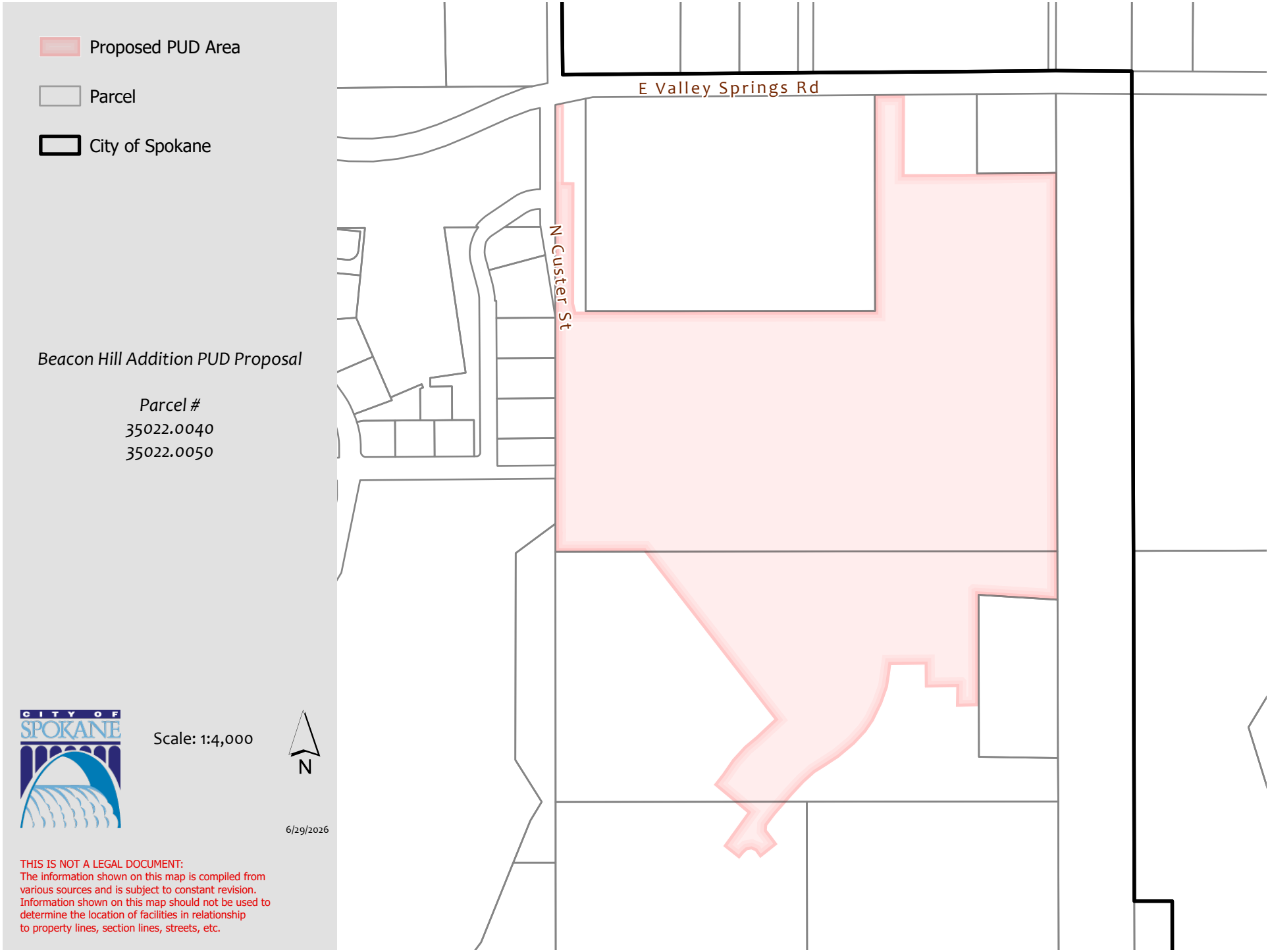
THENCE SOUTH 00°08'22" WEST 208.71 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 395.21 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

32.825 ACRES.

EXHIBIT B – BEACON HILL PUD OVERLAY MAP



Agenda Sheet for City Council: **Committee:** PIES **Date:** 04/13/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/9/2026
		Clerk's File #	ORD C36877
		Cross Ref #	
Council Meeting Date: 06/01/2026		**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 KKLITZKE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ESTABLISHING RIGHT TO COOLING		

Agenda Wording

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

Summary (Background)

Cooling devices are becoming an essential element of habituality. This ordinance is to ensure that renters have access to cooling devices, and requires that all rentals have adequate cooling by the year 2031. According to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979, and summer temperatures are projected to increase by another 3.6ºF by 2049. According to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021. Extreme heat can cause illness and death. The 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County. Extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined. According to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat. In addition, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents. This ordinance is intended to establishing performance-based cooling requirements to ensure that all landlords operate under fair and consistent habitability standards. Currently state law requires a residential landlord to "keep the premises fit for human habitation," and also requires a residential landlord to "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant." Just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly

be treated as an essential service to maintain habitability in the summer months. This ordinance amends the current provisions requiring landlords to allow cooling devices in certain instances, and replaces them with provisions that require landlords to allow portable cooling devices to ensure an ambient temperature at 80 degrees or lower, and requires landlord install and maintain cooling mechanisms for all residential units by the year 2031. This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

What impacts would the proposal have on historically excluded communities?

See separate Equity Assessment

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?

See separate Equity Assessment

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

See separate Equity Assessment

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 expands existing tenant protections relating to cooling in SMC 10.57.170.

Council Subcommittee Review

The Climate Resilience and Sustainability Board (CRSB) has reviewed the ordinance and unanimously recommended its passage.

Fiscal Impact

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

Narrative

See separate fiscal analysis

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	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36877

An Ordinance creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

WHEREAS, according to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979; and

WHEREAS, according to the same memorandum, summer temperatures are projected to increase by another 3.6ºF by 2049; and

WHEREAS, according to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

WHEREAS, extreme heat can cause illness and death; and

WHEREAS, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

WHEREAS, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

WHEREAS, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making adequate cooling essential to maintaining the health and safety of Spokane residents; and

WHEREAS, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

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

WHEREAS, RCW 59.18.060 requires a residential landlord to "keep the premises fit for human habitation"; and

WHEREAS, RCW 59.18.060 also requires that a residential landlord "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant"; and

WHEREAS, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months; and

WHEREAS, on June 10, 2024, the City Council adopted Ordinance C36523 and establishing a tenant right to install portable cooling devices, which right has since been incorporated into state law by the 2026 Washington State Legislature in Senate Bill 6200, effective June 11, 2026; and

WHEREAS, the Spokane Municipal Code requires the City to provide cooling centers "when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events" and goes on to characterize extreme heat as "any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more"; and

WHEREAS, that City Council finds that further measures are needed to ensure the safety of tenants in Spokane during extreme heat events;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 10.57.140 is amended to read as follows:

Section 10.57.140 ((~~Private Right of Action~~)) Supplemental Claims, Right of Termination

A. ((~~Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((10.57.170)) 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.~~)) Nothing in this chapter shall be deemed to prevent any person or class of persons from commencing a cause of action or raising a defense in any court of competent jurisdiction for alleged violations of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 and for harm arising therefrom. Such claims shall be in addition to any other claims or damages available under federal, state or local law.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~10.57.170,~~)) or 10.57.180. and such failure was

not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. Chapter 10.57.170 entitled “Portable Cooling Devices” is repealed.

Section 3. There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

Section 10.57.175 Cooling and Tenancy Habitability

A. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:

1. “Adequate cooling” means cooling in each bedroom of a dwelling unit that is sufficient to avoid risks to tenant health, including, but not limited to, heat exhaustion, dehydration and worsening cardiovascular or respiratory conditions.
2. “Cooling” means the use of passive cooling, mechanical cooling or both.
3. “Dwelling unit” has the meaning set forth in RCW 59.18.030 (12), when occupied by a person or persons primarily for living or dwelling purposes under a rental agreement or lease.
4. “Passive cooling” means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as, but not limited to, heat blocking curtains, shading, ventilation, insulation, building orientation, and material reflectivity.
5. “Mechanical cooling” means the use of devices such as, but not limited to, fans, central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.
6. “Portable cooling device” means an air conditioner or evaporative cooler, including a device mounted in a window or one that is designed to sit on the floor, but not including a device whose installation or use requires permanent alteration to the dwelling unit.

B. Subject to section E below, a landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, except as otherwise permitted under RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature).

C. Upon the effective date of this ordinance or July 15, 2026, whichever is later, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit.

D. Commencing on the effective date of this ordinance or July 15, 2026, whichever is later, if a dwelling unit does not have adequate cooling in each bedroom as required under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070(2). For purposes of this section, a lack of adequate cooling shall constitute a defective condition. If, more than 72 hours following the receipt of written notice, the landlord fails to remedy the defective condition, the tenant may

   1. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; and
   2. Pursue any other remedies set forth in this chapter or state law; and.
   3. Arrange for installation of adequate cooling in each bedroom and deduct the documented cost from the tenant's rent, consistent with the process and terms set forth in RCW 59.18.100(2). At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy.

   Temporary cooling measures that achieve adequate cooling in each bedroom may be installed by the landlord in cases where permanent measures are impossible to install within 72 hours for reasons outside of the landlord's control.

E. On any day during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more, and subject to the limitations in RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature), the tenant may install a passive or mechanical cooling measure in any one room if the dwelling unit lacks any other cooling devices or systems and deduct a one-time maximum of $500 (five-hundred dollars) from the tenant's normal monthly rent to offset the documented cost of the passive or mechanical cooling measure. At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. Nothing in this subsection E shall be deemed to limit or restrict other rights available to the tenant under subsection D.

F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide adequate cooling via cooling methods or facilities that:

   1. Provide cooling in each bedroom of the dwelling unit.

2. Conform to applicable law at the time of installation and are maintained in good working order; and

3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods.

G. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability or health concern.

H. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of a portable cooling device.

I. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.

J. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.

K. The City of Spokane may partner with energy providers and other regional partners to identify tenants who are most vulnerable to extreme heat and provide them with adequate cooling at discounted or free rates.

L. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.

M. This ordinance is intended to require cooling in structures intended or used for residential rental use or tenant habitability. Nothing in this ordinance shall be construed to require cooling systems that do not comply with residential and emergency building codes adopted under RCW 19.27.

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

Spokane City Council Equity Assessment- Cooling Ordinance

1. What is the primary goal of the policy or project and/or the challenge you are attempting to address?

The goal of the proposed ordinance is to protect renters from extreme heat in their homes by requiring landlords to ensure habitable living temperatures, not exceeding 80 degrees Fahrenheit in bedrooms. Extreme heat in Spokane has led to numerous heat-related deaths and illnesses. This ordinance will enforce basic habitability and protect tenants, ensuring that their homes are safe.

2. Are there potential unintended consequences among populations like BIPOC, low-income, youth, people with disabilities, and renter households?

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from the protections of this proposed ordinance. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. Research shows that the vast majority of people, approximately 80%), shelter in place at home during extreme heat (Gonzaga Climate Institute, 2025). For those without cooling, shelter in place can be dangerous during extreme heat events as residents will be stuck in an uninhabitably hot space. By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

3. What current inequities might this policy or project address? (consider all including race, gender, people with disabilities, geography, and income)

All people deserve living in conditions of basic habitability. Because cooling systems have not historically been required for a residence to be considered habitable, the burden of inadequate indoor temperatures has fallen disproportionately on those with little ability to address it themselves. Low-income renters are least likely to be able to afford their own cooling equipment, least likely to have the leverage to negotiate habitability improvements with landlords, and most likely to live in older housing that lacks adequate cooling infrastructure. Communities of color are disproportionately represented among Spokane's renter population and are statistically more likely to live in lower-quality housing with inadequate climate control. This ordinance would raise the livability standards for all Spokane renters, while delivering the greatest benefit to those who have historically been most exposed to risk, and least able to remedy the situation themselves.

4. Based on the data you have gathered and reviewed how might the policy or project impact disparities be affected? Will they improve or worsen? (Share data being used,

disaggregate by race/ethnicity, gender, people with disabilities, income, and age. Include geography)

This ordinance will positively impact disparities in home cooling availability. Currently, rental homes, and especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. This ordinance will close the gap by requiring landlords ensure temperatures are not higher than 80 degrees Fahrenheit in bedrooms.

a. Race/Ethnicity - Reduced Disparity

In Spokane, there is a statistically significant positive correlation between urban heat intensity and the percentage of residents who are non-white, Indigenous, or Black (r values between 0.5 and 0.6, $p < 0.0001$). In contrast, there is a significant negative correlation between urban heat intensity and the percentage of residents identifying as white ($r = -0.6$, $p < 0.0001$) (Henning et al., 2023). The proposed ordinance would reduce race-based disparities in heat risk by strengthening in-home cooling protections in rental units within disproportionately exposed neighborhoods.

b. Gender - Disparity Neutral

There is limited information on gender disparate effects in cases of extreme heat. It is worth noting that during the 2021 Washington heat wave, between June 26 and August 30, 2021, statewide heat-related deaths were 61% male and 39% female out of 157 total deaths (Washington State Department of Health, 2021). The proposed policy will have a positive, equitable impact regardless of gender.

c. People with Disabilities - Reduce Disparity

This ordinance would benefit people with disabilities, specifically those with mobility impairments. It is estimated that one in seven Washington State residents, or 14%, live with a disability (Washington State Division of Vocational Rehabilitation, 2017). Following the 2021 extreme heat event, Spokane County's Medical Examiner's Office stated, "Many of the deceased had underlying health conditions which made them more susceptible to heat stress. Some also had cognitive impairment or mobility problems that limited their ability to remove themselves from the dangerously hot environment" (Spokane County Medical Examiner's Office, 2021).

The prevalence of asthma and respiratory disease, which are significant risk factors during extreme heat events, has also been increasing. In 2020, an estimated 15% of adults in Washington reported being diagnosed with asthma, up from about 12% of the adult population two decades prior (UW Climate Impacts Group, 2023).

Renters with disabilities are limited by coping capacity in cases of extreme heat. Ensuring that bedroom temperatures reach no higher than a maximum of 80 degrees Fahrenheit would have a positive impact on people with disabilities by providing consistent and accessible protection from extreme heat. The proposed policy will have a positive impact for all persons regardless of disability.

d. Income - Reduce Disparity

There is a significantly strong positive correlation between urban heat and the percentage of the population living at or beneath the poverty line in Spokane ($r=0.7$, $p<0.0001$) (Henning et al., 2023). Data from King, Pierce, and Snohomish counties elaborates, stating approximately 66% of households earning $50,000 or less do not have air conditioning. In those same counties, about 71% of rented homes lack installed AC systems (UW Climate Impacts Group, 2023).

These figures indicate that lower-income renters are substantially less likely to have in-home cooling locally and regionally. Rental homes, especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. By establishing enforceable indoor temperature standards in rental housing, the proposed ordinance reduces income-based disparities in heat exposure and strengthens protections for cost-burdened renters.

e. Age - Reduce Disparity

While 16.7% of Washington state's population was 65 and older in 2020, that number is projected to grow to 21.7% by 2040, exceeding 2 million vulnerable older Washingtonians. Older adults are inherently more vulnerable to extreme heat, and as this population grows, there will be more people directly impacted by a lack of cooling (Washington State Department of Health, 2021).

Additionally, 64% of residents are unlikely to check on neighbors during extreme heat events (Gonzaga Climate Institute, 2025). While this is true across all Spokane residents, it is especially concerning for older adults who may need additional assistance during extreme heat events. Adequate cooling in rental properties will ensure safer conditions for elderly Washingtonians.

5. Identify systems that can be impacted directly or indirectly. (internal, external)

Systems that may be impacted include Code Enforcement, as well as housing and landlord groups.

a. Internal (departments, divisions, offices, other government organizations)

Spokane Code Enforcement will be impacted as Code Enforcement will integrate cooling compliance into habitability review of rental units.

b. External

N/A

Engagement

6. Are you collaborating with individuals and communities most impacted – particularly Black, Indigenous People of Color – in the Policy or Project planning process? If not, why not?

In developing this ordinance, many different community advocates were engaged, including the Gonzaga Climate Institute, the Spokane Low Income Housing Consortium, the Spokane Housing Authority, the Tenants Union of Washington State, the King County Bar Association, the Northwest Justice Project, the Community Building Foundation, Spokane Neighborhood Action Parters, Growing Neighbors, and the Spokane Community Organized Response Network, among others. These groups consist of a diverse array of community members that will be directly impacted by the proposed ordinance.

7. What is your plan to include community members to ensure meaningful input from the planning phase through implementation and performance monitoring?

We plan to continue our collaboration with the Gonzaga Climate Institute, which plans to maintain contact with the groups named above to consider any input or concerns as they arise. Additionally, the Climate Institute is prepared to support the implementation of this ordinance by providing literature regarding landlord and tenant rights to landlords and tenants, as well as being available for consult with any other issues that might arise under the implementation of the proposed ordinance.

Evaluating and Improving

8. Based on the answers above, what specific changes need to be made to the proposal to achieve your goal and avoid the continuation of racial and other disparities (Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.)

N/A

9. What performance measures will you use to evaluate the proposal's impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.

After the five-year compliance period, the performance measure will be simply whether or not rental homes capable of maintaining temperatures at or below 80 degrees Fahrenheit in bedrooms during the summer months and extreme heat events. This can be reported and monitored both by tenants and by code enforcement during annual inspections.

10. Have you identified milestones that you will use to ensure ongoing review and periodic adjustments?

The proposed ordinance allows a five-year compliance period through January 1, 2031. This window was intentionally designed to give landlords adequate time to plan and budget for cooling upgrades. The ordinance is technologically neutral and allows landlords various options to ensure minimum temperature standards. Many portable cooling units are available commercially for less than $200, a lower payment than most security deposits. Thus, the 2031 deadline should be achievable by the vast majority of rental properties, and this date will mark the primary milestone.

Upon passage, renters will be authorized to install their own cooling devices to protect against extreme heat and deduct the cost from their rent, subject to some exceptions.

After the 2031 compliance deadline, all rental units without adequate cooling will be deemed uninhabitable under Spokane standards and thus be subject to the full consequences of that label. City Code Enforcement will assume ongoing monitoring responsibility, treating cooling complaints with the same seriousness as any other habitability violation.

Barriers to improve policy or program

11. What limitations might complicate this proposal and what is the plan to address them? Are there recommendations for additional policy changes or programs?

By way of ordinance implementation, landlord compliance is a concern. Not all landlords will bring their units into compliance by the 2031 deadline. Code enforcement and reporting of uninhabitable residences by affected tenants will bring non-compliant landlords to the attention of the City. However, the ordinance's built-in tenant enforcement mechanisms distribute compliance accountability, rather than solely relying upon City enforcement.

12. Are there recommendations for additional policy changes or programs?

N/A

Fiscal Note- Cooling Ordinance

1. **BILL SUMMARY**

Legislation Title: AN ORDINANCE making cooling a condition of habitability for residential tenants by January 1, 2031; amending Chapter 10.57 of Title 10 of the Spokane Municipal Code, Section 10.57.170 Portable Cooling Devices.

Summary and Background of the Legislation:

Extreme heat is a serious concern for the Spokane community, as a mass-casualty emergency in Washington and is the top weather-related cause of death in the U.S. The 2021 Northwest Heat Dome highlighted this danger, causing 19 heat-related deaths and over 300 to people to seek medical treated for heat-related illness in Spokane County. Patterns of increased heat will cause increasingly frequent and severe extreme heat events in the future, which will only exacerbate this risk.

Extreme heat poses a particular threat to individuals who lack access to cool spaces to recover, including those whose homes lack air conditioning or other cooling devices.

In 2024, The City of Spokane passed Section 10.57.170 on Portable Cooling Devices which prohibited landlords from restricting tenants from installing portable cooling devices, unless it would violate certain exceptions.

This ordinance will repeal and expand Section 10.57.170. It will expand the habitability standard for dwellings, and require landlords to ensure that dwellings are capable of maintaining temperatures no higher than 80 degrees Fahrenheit during the summer and periods of extreme heat. It will additionally prevent landlords from restricting tenants from installing their own portable cooling devices, unless doing such would violate certain exceptions.

2. **CAPTIAL IMPROVEMENT PROGRAM**

Does this Legislation create, fund, or amend a CIP Project? **No.**

3. **SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the adopted budget? **No.**

Does the legislation have other financial impacts to The City of Spokane that are not reflected in the above, including direct or indirect, short-term, or long-term costs?

Estimated costs are minimally associated with existing monitoring and enforcement policies. Code enforcement staffing, inspection capacity, administrative overhead, and

any technology or systems needed to track compliance will be utilized through already existing channels.

The primary financial burden of this ordinance falls on the private sector, specifically landlords, rather than the City, an intentional design feature of the legislation.

Longterm effects of failure to implement the proposed ordinance would include possible strains on the health system due to increased 911 calls, hospital transports, emergency department visits, and hospital admissions in periods of extreme heat. (UW Climate Impacts Group, 2023). Impacts of extreme heat include increased illness and death, resulting healthcare costs, and productivity and wage losses. (*Id.*) As a whole, the United States stands to lose $100 billion annually from lost labor productivity during periods of extreme heat, a number that is expected to double by 2030. (*Id.*) Spokane is no different and will face proportional losses during periods of extreme heat absent intervention.

Are there financial costs or other impacts of not implementing the legislation?

No there are not.

a. **Appropriations**

   This legislation does not add, change, or delete any existing appropriations.

b. **Revenues/Reimbursements**

   This legislation does not add, change, or delete any revenues or reimbursements.

c. **Positions**

   This legislation does not add, change, or delete positions.

4. **OTHER IMPLICATIONS**

a. **Does this legislation affect any departments besides the originating department?**

   This ordinance would likely originate from the City's code enforcement or housing division.

b. **Is a public hearing required for this legislation?**

   Yes, a public hearing will be scheduled as part of the City Council’s legislative process.

c. **Does this legislation affect a piece of property?**

This legislation affects properties within Spokane, but not one specific property.

d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

This ordinance carries significant positive implications for the principles of the Race and Social Justice Initiative. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. (Gonzaga Climate Institute, 2025). By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from these protections. The ordinance's provisions allowing tenants to withhold rent or deduct the cost of cooling devices when landlords fail to comply to provide meaningful legal tools to populations that have historically lacked leverage in the landlord-tenant relationship. Anti-retaliation protections further safeguard tenants from being penalized for asserting their rights, a concern that is particularly acute for renters who may fear eviction or rent increases if they raise habitability complaints.

The ordinance also directly addresses a known health equity gap. Heat-related illness and death fall heavily on vulnerable populations, many of whom are concentrated in historically disadvantaged communities. Making residences more habitable during extreme heat events is not only a housing policy but a health equity intervention.

Language Access Plan: Any public communications related to this ordinance, including notices to landlords and tenants regarding new rights and obligations, compliance timelines, and the process for reporting violations, should be made available in all languages spoken by a significant portion of Spokane's renter population. This includes, at minimum, Spanish and other languages consistent with the City's existing language access obligations. The City should coordinate with the Spokane Regional Health District and community-based organizations to develop and distribute accessible materials ahead of the 2031 compliance deadline.

e. **Climate Change Implications**

1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

   There is potential for a modest increase in carbon emissions, depending on how landlords choose to ensure cool dwellings. Additional air conditioning units and portable cooling devises may increase emissions. However, given the alternative options that landlords could choose to employee, it is unlikely that there would be a significant, material increase.

2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Spokane's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

   This ordinance materially increases Spokane's resiliency to climate change. Average annual temperatures in Spokane have already risen 2°F since 1950, peak August temperatures have risen 3.5°F since 1979, and summer temperatures are projected to increase by an additional 3.6°F by 2049. The region is expected to experience 20-30 extreme heat days annually by the 2050s, compared to an average of just three per year between 1971 and 2021. (Spokane Climate Project, 2022). By establishing a baseline standard of indoor cooling for all residential rental units, the ordinance ensures that Spokane's housing stock is better prepared to protect residents as these conditions worsen over time.

   The ordinance also addresses the compounding effects of wildfire smoke, which increasingly prevents residents from opening windows for natural ventilation during heat events. By requiring landlords to provide mechanical or passive cooling solutions the ordinance acknowledges that heat resilience and air quality resilience are deeply interconnected challenges in the Inland Northwest.

f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

   This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

Summary Attachments: N/A

From: Daniel Klemme
To: City Council Testimony
Subject: Written Testimony for Council Packet re Proposed Renters' Right to Cooling Ordinance
Date: Wednesday, April 15, 2026 12:05:35 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Council President and Members of the Spokane City Council,

Please include the following written testimony in the council packet for the next agenda item concerning the proposed renters' right to cooling ordinance.

Coalition Statement to the Spokane City Council
Re: Proposed Renters' Right to Cooling Ordinance (SMC 10.57.175)
March 2026

Dear Council President Wilkerson and Members of the Spokane City Council,

As industry professionals and members of our community, the undersigned organizations collectively represent thousands of rental housing units in the City of Spokane. We share the Council's commitment to tenant health and safety. That is why we respectfully ask the Council to allow the tenant protections and rights of Engrossed Senate Bill 6200 to take effect before attempting to address these issues. ESB 6200 went through a rigorous stakeholder process and addresses the core issue of the proposed ordinance.

The State Has Already Solved This Issue

ESB 6200, which has passed both chambers of the Legislature with bipartisan support and been delivered to the Governor, now establishes a statewide framework ensuring all tenants may install and use portable cooling devices of their choosing. It is the best way to protect tenants from unhealthy heat levels. ESB 6200 puts the power directly in the hands of tenants to select and install cooling solutions that work best for their homes, their budgets, and their families—without requiring landlord permission or costly building-wide retrofits.

ESB 6200 will become effective well before temperatures reach concerning levels in Spokane, giving residents ample time to prepare.

Spokane's Affordable Housing Stock Cannot Absorb This Mandate

The median construction year for housing in Spokane is 1961. Approximately 61% of rental units were built before 1980. This housing stock typically lacks central ductwork

and has electrical panels insufficient for significant added cooling load. However, these are Spokane's naturally occurring affordable housing units, the homes that low-income tenants and participants in housing assistance programs depend on.

This housing stock is not incidental to Spokane's safety net. It is the safety net. Rapid rehousing programs, Housing Choice Voucher placements, and other publicly funded housing interventions rely on the availability of private-market units at accessible price points. A mandate that renders a significant share of this inventory non-compliant does not protect vulnerable residents—it reduces the housing available to them.

The ordinance also creates a potential fire safety conflict. Many older units have only a single opening window per bedroom, which serves as required fire egress. Installing a window-mounted cooling unit in that opening renders the unit non-compliant with fire code. The ordinance as drafted does not address this conflict, placing housing providers in the position of violating one safety requirement to satisfy another.

A Better Path Forward

ESB 6200 was drafted with cities like Spokane in mind. It empowers tenants to choose their own cooling solutions, protects their right to install portable units without landlord interference, and will take effect well before summer temperatures arrive. Tenants who use portable cooling units can take those units with them when they move, ensuring access to cooling across the housing market, including in buildings where building-wide retrofits are not feasible.

If the City wishes to further support tenants in accessing cooling, we would welcome a conversation about a subsidy program to assist residents in purchasing portable cooling devices as a direct investment in tenant welfare that avoids the unintended consequences of this mandate.

We are open to continued collaboration on housing-related issues, and we value our relationship with the Council. We respectfully ask that the Council rely on ESB 6200 and the existing portable cooling ordinance as the appropriate path forward.

Respectfully,

Signed:

Sean Flynn, President & Executive Director, Rental Housing Association of Washington
Emilie Cameron, President & CEO, Downtown Spokane Partnership
Titus Hug, President, Spokane Homebuilders Association
Jake Mayson, GA Director, Washington Multi-Family Housing Association

Lee McIntyre, President, Spokane Realtors
Tisha Goodman, General Manager, Rockwood Property Management
Chris Batton, Designated Broker, RenCorp Realty
Bryan Gwynn, Designated Broker, Urban Settlements
Tom Clark, Realtor & Broker, Coldwell Banker Tomlinson
Gordon Hester, President & CEO, Kiemle Hagood
Ryan Lewis, President, BOMA Spokane

Submitted by:
Daniel Klemme, on behalf of the Rental Housing Association of Washington and the undersigned organizations.

Daniel Klemme | Membership Development & Government Affairs | dklemme@RHAwa.org
Rental Housing Association of Washington | **T** (206) 905 - 0611 | **RHAwa.org**

This email contains general information and is not intended to apply to any specific situation. If you need legal advice or have questions about the application of the law in a particular matter, you should consult a lawyer.

From: Emilie Cameron
To: City Council Members and Staff; City Council Testimony; McDaniel, Adam
Cc: Dana Harbaugh; Christopher G. Varallo (chris.varallo@kutakrock.com); Kevin Campbell
Subject: ORD C36877: Concerns
Date: Wednesday, June 17, 2026 6:05:51 PM
Attachments: image001.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane City Council:

On behalf of the Downtown Spokane Partnership, which represents downtown employers, property owners, businesses, nonprofit organizations, and residents in downtown Spokane, I am writing to express concerns regarding ORD C36877, "Establishing Right to Cooling."

We support the goal of protecting residents from extreme heat and ensuring safe living conditions. However, as currently drafted, the ordinance could create unintended consequences for downtown Spokane's historic housing stock, threatening affordability and the long-term viability of existing residential units.

Downtown Spokane's housing inventory is distinct. According to the 2025 Downtown Housing Study, downtown offers a higher concentration of lower-cost rental units and smaller housing options than Spokane County as a whole. The same study identified that approximately 50% of downtown housing is located in historic buildings more than 50 years old. These properties, preserved through significant private investment, provide a substantial share of Spokane's naturally occurring affordable housing.

Many of these buildings were not designed to accommodate modern cooling systems. Meeting prescribed indoor temperature standards may require extensive electrical upgrades, rewiring, structural modifications, and new mechanical systems that for many historic properties, are physically challenging and financially prohibitive. At a time when Spokane faces ongoing housing shortages, policies that substantially increase operating and capital costs risk reducing reinvestment, increasing rents, and ultimately diminishing existing housing inventory downtown.

We urge the Council to amend the ordinance to achieve its public health objectives while recognizing the realities of historic housing. Flexible compliance pathways, historic-building exemptions and/or accommodations, targeted grants, utility assistance, and incentives for cooling improvements would help protect residents without jeopardizing affordable housing. In addition, SB 6200 already provides tenants with greater access to portable cooling devices, offering a practical and flexible solution for many older buildings.

Spokane can advance heat resilience while preserving the housing residents depend on. This ordinance needs to balance resident safety with the practical realities of historic properties, ensuring that efforts to improve cooling access do not unintentionally reduce housing affordability or availability downtown.

Thank you for your consideration. -Emilie



From: Tisha Goodman
To: City Council Testimony
Subject: Cooling Ordinance Testimony
Date: Thursday, July 9, 2026 10:39:14 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Council Members,

My name is Tisha Goodman. I am a multifamily property owner and the General Manager of Rockwood Property Management. Of the 1,800 units we manage, 700 will be directly and severely impacted by this proposed cooling ordinance.

While I completely agree that heat-related illnesses are a serious matter, this ordinance, as written, will yield unintended consequences that directly undermine public health, housing stability, and structural infrastructure in Spokane.

1. Reduction of Rental Housing Inventory

Public health authorities universally recognize that housing instability and homelessness are among the most severe risks to human health. This mandate places a massive burden on existing affordable housing providers, risking the loss of current units and aggressively deterring future development in our city. We cannot solve one public health concern by exacerbating homelessness. During a housing crisis, I can't think of anything more detrimental than rolling out legislation that will reduce housing inventory.

2. Electrical Infrastructure Risks and Strain

Spokane's historical and older rental properties are structurally incapable of handling the electrical loads required by modern cooling systems.

- **Lack of Utility Consultation:** I recently spoke with a representative from Avista. While they are aware of this proposal, they explicitly indicated that Avista had not been formally consulted regarding the grid's capacity to handle this sudden surge. Without structural and grid coordination, we risk localized grid failures and increased rolling blackouts.
- **Expert Warnings:** I urge you to look back at the formal letters of concern submitted to this council on May 11th by Kartchner Engineering and Boone Electric, which highlight these exact structural and electrical vulnerabilities.

3. Operational and Enforcement Concerns:

The City of Spokane has a documented history of struggling to execute the operational components of housing legislation.

- **The Landlord Mitigation Fund Precedent**: In March 2023, the city passed a Landlord-Tenant Ordinance. Housing providers have paid their annual, per-door registration fees ever since. Yet, over three years later, the city's landlord mitigation fund remains non-operational, leaving housing providers completely unable to submit claims.
- **Tenant Behavior vs. Legal Liability:** How will the city fairly enforce this ordinance when tenant behavior directly dictates a unit's indoor temperature? A housing provider cannot control whether a tenant leaves shades open to direct sunlight, keeps bedroom doors shut when the a/c unit is in another part of the

unit, waits until the hottest part of the day to turn on the a/c, or runs heat-heavy appliances like ovens, clothes dryers, and high-powered gaming rigs during the heat of the day. If a tenant's daily habits prevent a unit from reaching the mandated temperature, housing providers are left entirely exposed to unjust complaints, citations, or legal liability with zero clear avenues for defense.

I urge the City Council to reconsider this ordinance and instead allow time to evaluate the benefits of SB6200, the recently passed statewide legislation that grants tenants the right to install their own cooling devices.

Tisha Goodman

General Manager

Rockwood Property Management
tgoodman@rockwoodpm.com
(509) 458 5860 - Office
(509) 458 5862 - Fax

ORDINANCE NO. C36877

An Ordinance creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

WHEREAS, according to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979; and

WHEREAS, according to the same memorandum, summer temperatures are projected to increase by another 3.6ºF by 2049; and

WHEREAS, according to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

WHEREAS, extreme heat can cause illness and death; and

WHEREAS, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

WHEREAS, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

WHEREAS, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making adequate cooling essential to maintaining the health and safety of Spokane residents; and

WHEREAS, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

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

WHEREAS, RCW 59.18.060 requires a residential landlord to "keep the premises fit for human habitation"; and

WHEREAS, RCW 59.18.060 also requires that a residential landlord "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant"; and

WHEREAS, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months; and

WHEREAS, on June 10, 2024, the City Council adopted Ordinance C36523 and establishing a tenant right to install portable cooling devices, which right has since been incorporated into state law by the 2026 Washington State Legislature in Senate Bill 6200, effective June 11, 2026; and

WHEREAS, the Spokane Municipal Code requires the City to provide cooling centers "when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events" and goes on to characterize extreme heat as "any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more"; and

WHEREAS, that City Council finds that further measures are needed to ensure the safety of tenants in Spokane during extreme heat events;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 10.57.140 is amended to read as follows:

Section 10.57.140 ((~~Private Right of Action~~)) Supplemental Claims, Right of Termination

A. ((~~Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((10.57.170)) 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.~~)) Nothing in this chapter shall be deemed to prevent any person or class of persons from commencing a cause of action or raising a defense in any court of competent jurisdiction for alleged violations of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 and for harm arising therefrom. Such claims shall be in addition to any other claims or damages available under federal, state or local law.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~10.57.170,~~)) or 10.57.180. and such failure was

not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. Chapter 10.57.170 entitled "Portable Cooling Devices" is repealed.

Section 3. There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

Section 10.57.175 Cooling and Tenancy Habitability

B. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:

1. "Adequate ~~cooling~~Cooling" means cooling ~~in each bedroom of a dwelling unit~~from cooling equipment and passive cooling measures that is sufficient to avoid risks to tenant health, including, but not limited to, heat exhaustion, dehydration and worsening cardiovascular or respiratory conditions.

2. "Cooling equipment" means central air conditioning, an evaporative cooler, or a portable cooling device.

~~2.~~3. "Department" means the ~~use~~Department of ~~passive cooling, mechanical cooling or both.~~ Code Enforcement established pursuant to Section 03.01B.051 of the Spokane Municipal Code.

~~3.~~4. "Dwelling unit" has the meaning set forth in RCW 59.~~18~~19.030 (~~12~~10), when occupied by a person or persons primarily for living or dwelling purposes under a rental agreement or lease.

~~1. "Passive cooling" means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as, but not limited to, heat blocking curtains, shading, ventilation, insulation, building orientation, and material reflectivity.~~

~~2. "Mechanical cooling" means the use of devices such as, but not limited to, fans, central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.~~

~~4.~~5. "Portable cooling device" means an air conditioner or evaporative cooler, including a device mounted in a window or one that is designed to sit on the floor, but not including a device whose installation or use requires permanent alteration to the dwelling unit.

6. ~~Subject to section E below, a~~"Room" means a space in the dwelling unit that is used for leisure or sleeping. It excludes kitchens or bathrooms.

C. A landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant's choosing, except as otherwise permitted under RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature).

~~C. Upon the effective date of this ordinance or July 15, 2026, whichever is later, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit.~~

D. ~~D.~~ Commencing on the effective date of this ordinance ~~or July 15, 2026, whichever is later, if~~ , at least one room in a dwelling unit shall be provided with cooling equipment that achieves adequate cooling.

1. If a dwelling unit property owner does not have cooling equipment that achieves adequate cooling in ~~each bedroom~~at least one room as required under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070(2). For purposes of this section, a lack of ~~adequate~~ cooling equipment shall constitute a defective condition. If, more than 72 hours following the receipt of written notice, the landlord fails to remedy the defective condition, the tenant may:

    a. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; or

    b. Pursue any other remedies set forth in this chapter or state law; or

    c. Arrange for installation of cooling equipment and deduct the cost from the tenant's rent, consistent with the process and terms set forth in RCW 59.18.100, and not to exceed a value of five hundred dollars. For purposed of this subsection c, the maximum value shall be adjusted on the first January of each year to an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class (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 value shall be rounded to the nearest dollar.

    d. At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. During the tenancy

liability for installation and repair of the cooling measure shall fall on the tenant.

E. Commencing on January 1, 2032, each bedroom in a dwelling unit governed by this chapter shall have cooling equipment that achieves adequate cooling.

1. If a dwelling unit property owner does not provide cooling equipment that achieves adequate cooling in each bedroom as required under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070(2). For purposes of this section, a lack of cooling equipment shall constitute a defective condition. If, more than 72 hours following the receipt of written notice, the landlord fails to remedy the defective condition, the tenant may:

a. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; ~~and~~or

b. Pursue any other remedies set forth in this chapter or state law; ~~and.~~or

~~1.~~ Arrange for installation of ~~adequate~~ cooling ~~in each bedroom~~equipment and deduct the ~~documented~~ cost from the tenant's rent, consistent with the process and terms set forth in RCW 59.18.100~~(2). At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy.~~

~~Temporary cooling measures that achieve adequate cooling in each bedroom may be installed by the landlord in cases where permanent measures are impossible~~, and not to ~~install within 72 hours for reasons outside of the landlord's control.~~

c. ~~E. On any day during which the heat index is predicted by the National Weather Service to be 95 (ninety-~~exceed a value of five ~~) degrees Fahrenheit or higher for two (2) consecutive days or more, and subject to the limitations in RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature), the tenant may install a passive or mechanical cooling measure in any one room if the dwelling unit lacks any other cooling devices or systems and deduct a one-time maximum of $500 (five-~~hundred dollars~~), the value of which shall be adjusted on the first January of each year to an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers with a weight of 0.7 and the June to

June Consumer Price Index for All Urban Consumers West Class (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 ~~tenant's normal monthly rent to offset the documented cost of the passive or mechanical cooling measure.~~ previous periods. The new value shall be rounded to the nearest dollar~~At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. Nothing in this subsection E shall be deemed to limit or restrict other rights available to the tenant under subsection D~~.

d. At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. ~~F.~~ During the tenancy liability for installation and repair of the cooling measure shall fall on the tenant.

~~D.~~F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide ~~adequate~~ cooling ~~via cooling methods or facilities~~equipment in the dwelling unit that:

~~1. Provide cooling in each bedroom of the dwelling unit.~~

~~Conform~~

1. Conforms to applicable law at the time of installation, including the requirements of this chapter; and ~~are~~

2. Is maintained in good working order~~; and~~.

~~3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods.~~

~~G. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability or health concern.~~

F. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of ~~a portable~~ cooling ~~device~~equipment.

G. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.

H. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.

I. The City of Spokane may partner with energy providers and other regional partners to identify tenants who are most vulnerable to extreme heat and provide them with ~~adequate cooling at discounted or free rates~~cooling devices, energy bill assistance, weatherization, and other services. These funds will be available to tenants, landlords and agencies needing assistance with purchase of devices and weatherization.

J. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives ~~in Downtown and other high intensity areas of the city~~ to reduce energy use and improve resilience to extreme heat.

K. Consistent with its authority under Sections 10.57.010 and 10.57.040 of this Code, the Department shall enforce the requirements of this Section. The Director of the Department or the Director's designee may grant the owner of a dwelling unit an extension of time to comply with the requirements of this section where such owner demonstrates that:

1. Compliance with this section would cause undue hardship, including but not limited to financial hardship, the need to make major capital improvements, the need to make significant electrical upgrades, or designation of such covered dwelling as a landmark, as a landmark site, as an interior landmark, or within a historic district; and

2. Such owner intends to install a centrally supplied cooling system or a permanent non-central cooling system in order to comply with the requirements of this section and completing such installation by the applicable deadline would be impracticable.

L. Extensions granted under Section K shall be in increments of no more than 2 years; provided, extensions may only be renewed where the City office of Code Enforcement determines that the owner of the dwelling unit is making meaningful progress to achieving the requirements of this ordinance.

M. No less than 30 days after providing an extension to an owner of a dwelling unit, the Department shall provide written notice of such extension to each tenant of such covered dwelling unit receiving an extension. The owner or manager of the dwelling shall assist the Department in providing such notice to the tenant(s) of the dwelling unit.

~~K.~~N. This ordinance is intended to require safe cooling in structures intended or used for residential rental use or tenant habitability. Nothing in this ordinance shall be construed to require cooling systems that do not comply with residential and emergency building codes adopted under RCW 19.27.

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: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	CPR 1981-0402		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF DEAN DAVIS TO THE SPOKANE PARK BOARD		

Agenda Wording

Appointment of Dean Davis to the Spokane Park Board for a term of July 22, 2026 to July 25, 2031.

Summary (Background)

Appointment of Dean Davis to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	CPR 1981-0402		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF GREGORY GORDON TO THE SPOKANE PARK BOARD		

Agenda Wording

Appointment of Gregory Gordon to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

Summary (Background)

Appointment of Gregory Gordon to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2024-0030
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF ELYSÉE KAZADI TO THE CLIMATE RESILIENCE AND		

Agenda Wording

Appointment of Elysée Kazadi to the Climate Resilience and Sustainability Board for a term of July 22, 2026, to July 21, 2028.

Summary (Background)

Appointment of Elysée Kazadi to the Climate Resilience and Sustainability Board for a term of July 22, 2026, to July 21, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2024-0289		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	KEVIN HALL 4215	**Requisition #**	OPR 2024-0289
Contact E-Mail	KHALL@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMEND POLICE UNIFORM CONTRACT		

Agenda Wording

Request to amend police uniform contract to add additional items and allow for vendor requested pricing increases.

Summary (Background)

Gall's provides police uniform, pouches, repairs and inventory services for the Spokane Police Department following award of RFP 6064-24. SPD would also like to amend our contract to allow additional uniform options, as well as include duty gear on this contract, which would utilize WA State contract 03414. Additionally, Gall's is requesting a pricing increase to keep up with the rising supplier costs, shipping costs, and increasing costs associated with material and labor.

What impacts would the proposal have on historically excluded communities?

There is no 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?

No data is collected

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

No data is collected

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

Providing uniforms and duty gear to police officers

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ Not to exceed $75,000/year
Current Year Cost	$ Not to exceed $75,000/year
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 75,000.00	# 0680-11410-21250-53202
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	GBYRD	**PS EXEC REVIEW**	GBYRD
Division Director	GBYRD	**PURCHASING**	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
Lyons-Kiley@galls.com	spdfinance@spokanepolice.org
castro-melissa@galls.com	

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

PROPPER®
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best



Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,



Brian Duffy
VP, Customer Service
513.792.1648

SANMAR

December 12, 2024

Account# 125293

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

To Whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

November 19th, 2024

Galls
Attn: Laurie Dennis
1340 Russell Cave Rd.
Lexington, KY 40505

Subject: 2025 price increase

Dear Laurie:

We will be having a price increase starting 1/15/2025.

This price increase will average 3% or less, and is due to raw material increases.

I will have the price lists to you within the next couple of weeks, with the increase detailed for every item.

If there are any questions or additional information that is needed, please contact me.

Thank you.

Sincerely,

Mike Marmor
President

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

Fechheimer

August 20, 2025

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- **Uniform Clothing:** Approximately 2% – 5% increase
- **Outerwear:** Approximately 9% – 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy
SVP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

AMWEAR USA
TACT SQUAD
UNITED UNIFORM MANUFACTURERS
250 N. Benjamin Ct. • Corona, CA • 92879 • (800) 858-6755 • F: (888) 880-9116 • tactsquad.com

July 15, 2025

TS0010
GALLS, LLC
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
Att : Brian Linn

Dear Valued Customer,

We greatly appreciate your business, and as always, our goal is to provide you with the best possible pricing and delivery services.

Please find below a summary of your updated pricing. In April of this year, we initially communicated a price adjustment reflecting only a 5% increase, despite having incurred a 20% increase ourselves due to tariffs. After our discussion, we mutually agreed to postpone the implementation of this increase until further notice; however, no subsequent discussions took place.

At this time, we must inform you that, effective September 1, 2025, we will be applying the previously discussed 5% increase, along with an additional 3% increase as per our agreement. This adjustment will apply to Tact Squad and United products, as well as Galls Private Label products.

Tact Squad – Your current Wholesale Price Tier Level is T-4, with the exception of Tact Squad non-tier items. Refer to our current price list dated 4/28/25

United Uniform – Your current wholesale price is as listed on our new price list dated 4/28/25.

We express our gratitude for your continued support and patronage, as your business is of utmost importance to us.

Sincerely,

TACT SQUAD & UNITED UNIFORM MFG

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 4% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

Dear Valued Customer,

We value the partnership we have built and believe in maintaining open lines of communication regarding changes that affect your business. I am writing to inform you of an upcoming adjustment to our wholesale pricing structure, effective February 2, 2026.

As you know, earlier this year we implemented a temporary 3% surcharge across all brands to address the immediate impact of global tariffs and an additional subsequent Nomex surcharge of 3%. At that time, we hoped market conditions would stabilize. However, the manufacturing landscape has continued to evolve. Over the last few quarters, we have absorbed significant cost increases across our supply chain, specifically regarding raw materials (fabrics & findings) and operational costs (labor rates & utility expenses) required to maintain our production standards.

To ensure we can continue delivering quality products and reliability you expect from us, we are updating our pricing. A general price increase of 3% will be applied to all brands to cover the material and operational variances mentioned above. At the same time, we will roll the tariff surcharge into the base unit price on February 2, 2026.

What This Means for You: Since you are already paying the tariff surcharge, the net price change to you is only 3%. Moving forward, you will no longer see a separate surcharge line item on your invoices; the costs will be consolidated into a single, transparent unit price. This allows for cleaner invoicing and a more predictable cost basis for your planning. Our updated price list reflecting these changes will be available early in the first quarter.

We do not take these decisions lightly. We have worked diligently to optimize our internal efficiencies to keep this adjustment to the absolute minimum necessary to maintain the integrity of our products. As mentioned earlier in the year, pricing will be adjusted should tariffs change significantly (up or down) over the coming months.

We are grateful for your continued business and trust. If you have any questions, please contact your Account Manager or Customer Support team.

Sincerely,



Brett Barthel
Sr. Vice President, Sales & Distributor Brands

CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT

Title: POLICE UNIFORMS WITH FITTING, REPAIR AND INVENTORY SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **GALLS, LLC**, whose address is 1340 Russel Cave Road, Lexington, Kentucky 40505 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Police Uniforms with Fitting, Repair and Inventory Services.

WHEREAS, additional funds are need for pricing increases and for additional uniform items and duty gear, 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:

2. CONTRACT DOCUMENTS.
The Contract, dated April 29, 2024 and May 3, 2024, 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.

3. EFFECTIVE TERM.
This Contract Amendment shall become effective on June 1, 2026 and shall run through March 31, 2027.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$75,000.00**) plus applicable tax, and in accordance with the 2026 Price List attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed

this Contract Amendment by having legally-binding representatives affix their signatures below.

GALLS, LLC	**CITY OF SPOKANE** **POLICE DEPARTMENT**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:

2026 Price List

26-164

UNI

Galls Part#	Manufacturer Part#
JA2620	72235
SW3297	72534ABR
SW3849	7610087
SH3842	111015
SH3843	112012
TR3040	114038
TR2530	114041
SH3847	121015
SH3857	122012
TR3055	124038
TR2531	124041

DUT

Galls Part#	Manufacturer Part#
NP892 BLK	7215
LP849 STX BLK	290H-1-13PBL
LP738 STX BLK 83	775-83-13
LH132 STX BLK 53	79-53-13
LP734 STX BLK 83	79-83-13
LP757 BLK STX 5	761-15-13
ZA577 STX	37-13
NP1652 BLK STX M3	37-4-13
LP552 SRH BLK 832	6365RDS-832-131
LP552 SLH BLK 832	6365RDS-832-132
ZV546 NYL BLK	65-22-PBL

IFORMS

Description	Colors
5.11 Stratos 1/4 Zip Pullover	Black, Navy
5.11 Tactical 1/4 Zip Job Shirt 2.0	Black, Navy
5.11 Tactical Women's 1/4 Zip Job Shirt	Black, Navy
Men's V2 Pro Performance Shirt L/S	Black, Navy
Men's V2 Pro Performance Shirt S/S	Black, Navy
Men's A2 Tactical Pant	Black, Navy
Men's V2 Pro Duty 6 pocket pant	Black, Navy
Women's V2 Pro performance L/S	Black, Navy
Women's V2 Pro performance S/S	Black, Navy
Women's A2 Tactical Pant	Black, Navy
Women's V2 Pro Duty 6 pocket pant	Black, Navy
	Black, Navy

ГY GEAR

Description
Nylon Duty Belt w/Cobra Buckle
Double Cuff Case
Slimline Open Triple Mag Pouch
Slimline Size 5 Glock 17 Open Double Mag Pouch
Slimline Size 6 Glock 17 Open Double Mag Pouch
Hardshell STX Radio Holder
MK4 OC Holder
MK3 OC Holder
Right Hand STX Holster w/ RDS and Light
Left Hand STX Holster w/ RDS and Light
Nylon Look Black Snap Keepers 4-Pack

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address:
140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 7:29:23 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36090816	03/01/2026	03/01/2027	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
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

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

CERTIFICATE HOLDER

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	OPR 2026-0567		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PSAP - PROCUREMENT OF FIRE STATION ALERTING SYSTEM		

Agenda Wording

Consideration of a contract for the purchase and implementation of the USDD Phoenix G2 fire station alerting system to support the City's public safety communications systems. The USDD Phoenix G2 solution will provide comprehensive notification system for fire station alerting and automated radio dispatching. This system enhances resiliency and continuity of fire station alerting operations through redundant architecture and reliable network infrastructure, supporting the City's fire and emergency response capabilities. Approval authorizes contract execution, system deployment, and implementation. Proposed for acquisition through cooperative purchasing agreement HGAC EC07-23.

Summary (Background)

USDD Phoenix G2 is a comprehensive, cloud-based fire station alerting system that will serve as the City's primary system for alerting, notifying, and dispatching fire stations across the City's response area. The City selected USDD Phoenix G2 to support development and operation of our fire station alerting infrastructure by providing a secure, resilient alerting solution with redundant architecture, failover capability, and continuity of operations during outages or major incidents.The system delivers tones, voice dispatch, and visual alerting to fire stations to ensure timely response, efficient incident notification, and compliance with public safety operational requirements. This investment supports long-term public safety modernization by implementing a reliable, scalable, and service-oriented alerting platform for the community. USDD Phoenix G2 alerting solutions are currently deployed in fire and EMS agencies worldwide.

What impacts would the proposal have on historically excluded communities?

This system improves emergency response times citywide, providing equitable benefit to all Spokane neighborhoods including underserved and low-income areas. Its automated, protocol-driven alerting removes human discretion from the dispatch notification process, reducing the potential for unintentional disparities in response.

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

This system does not collect demographic data. The Fire Department can cross-reference CAD incident data with Census demographic information by geographic area to monitor whether response time improvements are equitably distributed across the city.

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

The Phoenix G2 Communications Gateway Dashboard logs all alert and acknowledgment activity, providing ongoing performance data. The Fire Department will track pre- and post-implementation dispatch and turnout times.

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 system aligns with the Comprehensive Plan's public safety goals by improving emergency response infrastructure and service delivery across all city neighborhoods. It is consistent with the 2025–2030 Capital Improvement Program's public safety capital investment priorities and supports the City Council's legislative priority to strengthen fire department response capabilities.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 702075.94
Current Year Cost	$ 537309.78
Subsequent Year(s) Cost	$ 164766.16

Narrative

Current year costs include implementation fees. Future years (2-5) = $41,191.54 annually Total cost for 5 years: $702,075.94

Amount		Budget Account
Expense	$ $702,075.94	# 5901-79226-94280-56406
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.		
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Tenguria, Susheel susheel.tenguria@honeywell.com	tmwilliams@spokanecity.org
kahaack@spokanecity.org	scwilliams@spokanecity.org
mforbes@spokanecity.org	dfredrickson@spokanecity.org
shawn.mahoney@honeywell.com	

US DIGITAL DESIGNS
by Honeywell

END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("End User"):

City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201
Attn:
Telephone:
Email:

Recitals:

a. The Houston-Galveston Area Council (HGAC) and Honeywell entered into a Cooperative Purchase Agreement on or about August 14, 2023 ("Purchase Agreement") which allows HGAC Members to purchase components and services for Honeywell's Phoenix G2 Fire Station Alerting System which agreement is made available by its terms for use by End User.

b. End User has or intends to issue a Purchase Order to Honeywell under the terms of the Purchase Agreement for the acquisition of USDD Products and Services.

c. Honeywell's obligation to perform under the Purchase Agreement is contingent, in part, on Honeywell's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) Honeywell's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

d. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the Purchase Agreement and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Honeywell and End User hereby agree as follows:

1. **Definitions**. For purposes of this EUAA, the following terms shall have the following meanings. In the event of any ambiguity or conflict between the definitions in this EUAA and those contained in the Master Price Agreement, this EUAA shall control unless otherwise agreed in writing by the parties.

   a. "Additional Services" means any and all services performed by Honeywell at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).

   b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.

   c. "Engineering Services" means engineering or project management services performed by Honeywell's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.

   d. "GaRI Audio Interface" means the proprietary VoiceAlert Radio Hardware component integrated into the Communications Gateway.

   e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by Honeywell, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.

   f. "Intellectual Property" means any and all rights of Honeywell related to Honeywell's products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

g. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.

a. "Quote" means the document attached as **Exhibit A**, excluding the section titled “Terms and Conditions,” if any.

h. "Scope of Work" means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.

i. "Service Agreement" means the document attached as **Exhibit D**.

j. "Services" means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.

k. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by Honeywell under this Agreement.

l. "Station Controller" means the CPU and related computer components (Honeywell's ATX model) to be installed at each fire station as described in the Quote.

m. "System" means all Hardware and Software purchased by End User through the Purchase Agreement or directly from Honeywell under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "PO's" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by Honeywell. System also excludes any consumer electronics purchased through Honeywell (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).

n. "VoiceAlert Radio" means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.

o. "Warranty" means the New System Warranty attached as **Exhibit C**.

Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services**. Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, Honeywell will provide the Products and perform the Services pursuant to the terms of this EUAA and the Purchase Agreement. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter..

3. **Invoices and Payment**.

a. All Products and Services identified in the Quote are being purchased by End User through the Purchase Agreement.

b. Honeywell shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All undisputed invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges. Disputed amounts shall be identified in writing within such period, and the parties shall cooperate in good faith to resolve the dispute.

4. **Design and Installation Services**.

a. Within 30 days after the execution of this EUAA or Honeywell's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives present at the Project Meeting.

b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.

c. Honeywell will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.

d. Thereafter, Honeywell and End User will collaborate to plan and document the layout, and installation protocols for the dispatch system and the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.

e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.

f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order approved by both parties specifying cost and schedule iPurchase Agreementcts.

5. **Subsequent Purchases**. At any time during the term of the Purchase Agreement, End User may purchase additional Products and Services, through the Purchase Agreement, by issuance of a PO incorporating the terms of this EUAA.

6. **Training**. Pursuant to a mutually agreed upon schedule, Honeywell shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by Honeywell shall be charged at the hourly rates applicable under the Purchase Agreement, plus reasonable costs and expenses incurred by Honeywell related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.

7. **Acceptance of Station Installation**. Upon substantial completion of installation at each fire station and at the End User's dispatch center, Honeywell or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to Honeywell specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of

Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, Honeywell shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, Honeywell shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing**. Honeywell and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Upon successful completion of the Acceptance Test, including correction by Honeywell of any defects or deficiencies identified during the Acceptance Test period, End User shall provide Honeywell with a "Certificate of Completion" in a form acceptable to Honeywell. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide Honeywell with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, Honeywell has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the Purchase Agreement and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System. Failure to participate in testing shall not constitute acceptance unless Honeywell demonstrates that End User unreasonably refused to cooperate after receiving written notice and a reasonable opportunity to cure such refusal.

9. **Reserved**.

10. **Warranty**. Honeywell warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty attached hereto as Exhibit D and incorporated herein. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

11. **Service and Support Option**. Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and

maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from Honeywell (each a "Service Option"). The compensation to be paid to Honeywell under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). Honeywell may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, Honeywell shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the Purchase Agreement) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between Honeywell and End User and is not in any way part of or governed by the Purchase Agreement.

12. **Intellectual Property**. End User hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below. Honeywell shall not assert proprietary rights over data generated by End User’s use of the System.

13. **License**. At all times that End User is in compliance with the terms of this EUAA and the Purchase Agreement, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System. This license shall survive termination of the EUAA with respect to Software necessary for ongoing operation of the System.

14. **Insurance**.

    a. Honeywell shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, Honeywell's operations under this Agreement, whether such operations are by Honeywell or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

    b. Honeywell shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:

Commercial General Liability Insurance with limits of $1,000,000 per occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations total limit, and $1,000,000 personal injury and advertising liability.

Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by the State of Washington and Employer's Liability limits.

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

Tech E & O/Cyber in the amount of $5,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

c. Honeywell has or shall submit the Certificates of Insurance evidencing coverage as specified above prior to commencement of performance. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes Honeywell or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **End User Point of Contact.** End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such assignment prior to the Project Meeting. End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User will ensure that the System Administrator is reasonably available to Honeywell, and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User shall take and perform all reasonable action necessary to facilitate Honeywell's performance of the Scope of Work hereunder. Prior to the Project Meeting, Honeywell shall provide End User with certain project documentation that lists tasks to be performed by End User to enable Honeywell to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, End User shall be responsible for procuring and/or providing the following for use with the System:

    a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;

    b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User's CAD system, the End User must contact the CAD vendor and schedule this work in a timely manner, or the System installation may be significantly delayed.

    c. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in End User's radio and data systems. Honeywell's web-based user interface software is only supported on the most recent versions of Microsoft Edge, Google Chrome, and Mozilla Firefox web browsers;

    d. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third-party console software licenses as necessary;

e. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;

f. Providing all reasonable security and bearing all risk of loss or damage to for any Products delivered to, stored at, or installed on End User's property;

g. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

h. The correct use of the Products and System in accordance with the manufacturer and Honeywell's operating instructions; and

i. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

Honeywell acknowledges that End User's obligations under this section shall not relieve Honeywell of its responsibility to coordinate installation activities and ensure overall System functionality, unless End User's failure to perform its obligations prevents Honeywell from performing under this Agreement.

17. **Remote Access to System**.

a. Honeywell requires remote network access to the System, including access to End User's Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this End User will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access End User's System with the knowledge and consent of End User.

b. **Alternative to Network Access**. If End User elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. End Users that elect not to routinely provide network access may temporarily reinstate this access to allow

Honeywell to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

c. Timely Access. End User must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that End User is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

d. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

e. Remote access shall be provided only in accordance with End User's cybersecurity and network-access policies. Honeywell shall limit such access to the minimum necessary for support, shall log all sessions, and shall maintain confidentiality of all system data. Honeywell shall indemnify and hold harmless End User for any losses arising from unauthorized access or data breach proven to have been caused solely by Honeywell or its agents. Any changes to End User's cybersecurity or network-access policy shall be provided to Honeywell no less than 30 days prior to adoption of such changes. If the adopted changes impairs Honeywell's ability to perform the Services, Honeywell shall have the option to modify the Services as described in this Section, or terminate this Agreement or the Service Agreement if an acceptable resolution is not agreed upon by the parties.

18. **Termination**

a. By End User. If the Purchase Agreement, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than Honeywell's breach, End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered

Products, and all other costs incurred by Honeywell related to this transaction.

b. By Honeywell. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the Purchase Agreement, Honeywell shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, Honeywell shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction.

c. For Failure to Complete Design Phase. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay Honeywell for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction.

19. **Assignment**. The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, Honeywell may subcontract any or all of the Installation and Products manufacturing.

20. **Reserved**.

21. **Notices**. Whenever any provision of this EUAA requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the End User:
City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201

Attn:
Email:

For Honeywell:
Honeywell International Inc., through its US Digital Designs group
Attention: Susheel Tenguria, General Manager
1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Telephone: (602) 687-1730
Email: USDDContracts@honeywell.com

22. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

23. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.

24. **Execution in Counterparts**. This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.

25. **Entire Agreement**. This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the Purchase Agreement.

26. **Joint Effort**. This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.

27. **Savings Clause**. In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.

28. **End User Representative**. The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.

29. **Incorporation of all Recitals and Exhibits**. All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.

30. **Third Party Beneficiaries**. Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.

31. **Additional Acts and Documents**. Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

32. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws rules. Venue for any action arising hereunder shall be in Sandoval County, New Mexico.

City of Spokane/Fire Department:	Honeywell International Inc.
By: _____	By: _____
Name:	Susheel Tenguria
Its:	General Manager
Date: _____	Date:_____

EXHIBIT A

Quote

See USDD Quote #WA_SPOK003-Qv1-2DispatchCenters&16StationSystems dated May 13, 2026 attached hereto.

OPR 2026-0567

US Digital Designs by Honeywell quote dated 6-5-2026 for G2 Fire Station Alerting System which was submitted as an exhibit when the contract was filed, is labeled as confidential and proprietary. Please see the City Clerk or Deputy City Clerk if you wish to review these records.

Mel Coe – City Clerk's Office – 7-16-2026

EXHIBIT B

Scope of Work

Provision of the hardware and software described in the Quote, for installation in End User's Primary and Backup Dispatch Centers and 16 fire stations. Hardware to be installed in the fire stations include ATX Station Controller and UPS, with installation to provided by End User personnel.

Overview

The purpose of this Scope of Work ("SOW") is to detail the tasks and responsibilities of Honeywell related to the provision the Phoenix G2 Fire Station Alerting System ("System") for End User.

Project Deliverables

The deliverables provided under this SOW include station alerting hardware and software, software configuration, dispatch hardware installation, and user, administrator and maintenance training (schedule coordinated with End User) as detailed on the Quote provided to the End User.

Hardware Deliverables

Honeywell will provide the hardware as detailed on the Quote provided to the End User. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

Honeywell will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to Honeywell's standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

Honeywell's Communications Gateway will interface to End User's CAD system using the Honeywell standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Training

a. Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

b. Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live

c. Installation Training (8 hours). The G2 certification will familiarize personnel who will be performing installation with unique features of the System. US Digital Designs will provide training and supervision to End User or selected contractor's personnel in the installation and configuration of the station equipment. This training will include installation classroom training, sample installations by Honeywell personnel, supervision for personnel during initial installations, and telephone follow-up as necessary.

Honeywell Project Roles and Responsibility

Overview

Honeywell will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the Honeywell headquarters in Tempe, Arizona, but will travel as necessary to the End User's location.

The following is a proposed list of Honeywell project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

Honeywell Project Manager

The Honeywell project manager ("Project Manager") will have the overall responsibility for ensuring the success of the Honeywell portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the End User's System Administrator.

Software Engineer
The Honeywell Software Engineer will be responsible for Honeywell's configuration of software required for the system, and for the resolution of any Honeywell software issues identified during the project.

End User Roles and Responsibilities

End User's staff must be familiar with the End User's existing systems and needs with respect to fire station alerting. In particular, End User must have subject matter experts available for consultation on the existing communications systems, both in the station and the communications center, and the current and proposed data networks.

Honeywell will need to rely on the End User's personnel for direction on equipment location in the data center. It is critical that personnel with both knowledge and authority be available for this direction.

End User will also be required to provide any necessary third-party consultation and configuration work for systems outside the overall contract.

End User Point of Contact
End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such assignment prior to the Project Meeting (defined below). End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this project on behalf of End User and shall be the primary point of contact for End User. The End User may replace the person serving as its System Administrator only upon prior written notice to Honeywell. End User will ensure that the System Administrator is reasonably available to Honeywell and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide additional services.

Project Implementation

Project Planning
Project planning will begin with the initial project meeting ("Project Meeting"). Honeywell will participate in the Project Meeting (which could be web based depending on scheduling constraints). This meeting is important to developing the

expectations of the End User and establishing the specific equipment and services to be delivered by Honeywell.

Honeywell will work with the End User and CAD provider to develop an implementation plan and schedule that meets the needs of the End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by End User prior to or after delivery and installation.

Honeywell Designers will produce a custom rendering of each fire station system design based upon floor plans provided by End User, and will include any information provided by End User, such as architectural demands of the stations and station/End User culture so that End User's personnel can most efficiently perform their duties. Each station design will list a Bill of Materials including quantities and will be subject to End User review and approval prior to any installation. Any changes thereafter will be marked on the Design and submitted for approval by End User.

Any equipment, software development, installation or other work that is outside the scope of the equipment and services described in the Quote will be considered out of scope and may be subject to a formal change order. After the acceptance of the design, all changes in scope will be considered subject to a formal change order.

<u>Virtualized Communications Gateway</u>
End User has opted to implement the Communications Gateway (the redundant servers) in a virtualized environment. In doing so, End User acknowledges that Honeywell will not be providing the physical Hardware comprising of the Communications Gateway, and the Software comprising the Communications Gateway will reside on End User-provided servers. To implement the Communications Gateways in the virtualized environment, Honeywell will require the following from End User:

a. Provide and maintain the virtual environment infrastructure, including all hardware and software necessary to host the virtual environment, either directly or through third parties. Honeywell will require the following:

    - VM Ware
    - Two separate VM hosts each with the ability to house a VM with the following minimum specs:
        - 4 Processor Cores
        - 8 GB RAM
        - 64 GB Drive Space / Maximum Image Size
        - A minimum of 2 separate NICs, VLANs, or Virtual NICs/Switches

- Additional networks will require additional network hardware or virtual network.

b. Provide any relevant information regarding End User's virtual environment infrastructure to Honeywell and assist Honeywell to determine appropriate configuration for optimum performance of the Communications Gateway software. Honeywell will provide network protocol diagrams to End User for details on protocol necessary for system operations. End User will be responsible to configure the virtual server to meet minimum processor, memory, disk and configuration requirements recommended for the server component and as jointly developed by End User and Honeywell.

CAD Interface Customization

Honeywell will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of End User's CAD system FSA interface. Any associated FSA interface fees charged by End User's CAD provider are not included in Quote.

Installation

Honeywell will provide assistance to End User to install the virtualized Gateways in End User's data center or other communications equipment location near the CAD equipment. Honeywell will also install the Gateway Audio Radio Interface (GARI) unit(s) and assist in the connection to End User radio equipment.

End User has opted to perform a "self-installation" of the Station-Level components, consisting of the ATX Station Controller and UPS. Honeywell will provide the required installation training to certified End User personnel for a G2 Certified Installation. Regardless of the party responsible for providing installation, all Product must be installed by a End User approved, Honeywell approved, and Honeywell certified Phoenix G2 FSA installation contractor. Honeywell staff will perform final inspection and start-up each station.

System Functionality Demonstration

Honeywell will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and Honeywell will initiate the Acceptance Test Procedure ("ATP"). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried in the EUAA.

Training
Honeywell will provide training to End User personnel on the operation, administration and maintenance of the System as priced in the Quote. The training will be provided in half-day class(es) as required. This training will be scheduled in conjunction with system testing and acceptance.

Project Controlling Process
Honeywell will report to the System Administrator to track the progress of the project and will work diligently to ensure that the project remains on or ahead of schedule. The schedule may be adjusted to accommodate End User's activity.

Change Management Process
A change management plan shall be developed jointly by End User and Honeywell to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review
Honeywell will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview
The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to End User and Honeywell, and transitions End User and the System from a project to a support process.

Completion of Punch List Items
Honeywell will work with End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance
Please see Section 8 of the EUAA

Transition to Support
After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, End User will be transitioned to support from the project team. The primary contact for End User may change. It is important for End User to continue to provide remote access to the System after the transition to

support to allow Honeywell support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the End User to technical support, Honeywell will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for End User and/or CAD provider.

EXHIBIT C

New System Warranty



US DIGITAL DESIGNS
by Honeywell

NEW SYSTEM WARRANTY

1. **Warranty**. Subject to the terms, conditions and limitations contained herein, Honeywell International, Inc., through its US Digital Designs group ("**Honeywell**") warrants and guarantees the Phoenix G2 Fire Station Alerting System products purchased and integrated into CITY OF SPOKANE's ("Customer") Dispatch System and Fire Stations for a period of 12-months from the Customer's Commissioning Date at ("**Warranty Period**"). The Customer's rights and remedies with respect to any defect in the material or workmanship of the System (as defined below) shall be limited exclusively to the rights and remedies set forth herein (the "Warranty").

2. **Definitions**.

   a. "**Authorized Contact**" mean a person appointed by Customer who is authorized to make use of the Support Services (as defined below);

   b. "**Emergency Support**" means telephone access for Customer's Authorized Contacts to Honeywell's senior staff and engineers in the event of a Mission Critical Failure;

   c. **"Commissioning Date"** means the date on which an authorized Honeywell technician has inspected and approved station installations, confirmed that all connections and start-up configurations are properly working, and conducted tests between stations and the dispatch centers confirming the System can send and receive alerts through the configured communication pathways.

   d. "**Hardware**" means all physically tangible electro-mechanical systems or sub-systems and associated documentation provided to Customer by Honeywell; Hardware does not include any components, hardware, or software provided by third parties including, without limitation, Customer's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices, internet and network connections, and any other parts

or items not provided to Customer directly by Honeywell, nor does Hardware include any televisions or monitors manufactured by third parties, even if Honeywell provided such televisions or monitors to Customer;

e. "**Mission Critical Failure**" means a defect in the materials or workmanship of the System causes any fire station served by the System to be incapable of receiving dispatches through all communications paths; provided, however, that any such failure caused by third party products or software, operator error, internet or telephony service outages, misuse or neglect of the System, or any other cause outside of Honeywell's control, including, without limitation, lightning strike, power surges or other acts of God does not constitute a Mission Critical Failure;

f. "**Product**" or "**Products**" mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);

g. "**Software**" means software programs, including both standalone and embedded software, firmware in executable code form, including any updates, upgrades, and patches thereto, as well as any relevant documentation, that are licensed to Customer by Honeywell for use in connection with the System, including, without limitation the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices;

h. "**Support Services**" mean those services provided by Honeywell which are set forth in this Agreement, including, without limitation, Hardware warranty service, Software updates, and support and maintenance for the System (including, without limitation, Emergency Support Services) during the Warranty Period; and

i. "**System**" means all Hardware and Software purchased by Customer, either directly from Honeywell or from authorized Honeywell reseller, under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its Phoenix G2 Fire Station Alerting System; provided, however, that the term "System" specifically excludes any components, hardware, or software provided by third parties including, without limitation, Customer's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell.

3. **System Maintenance and Support**. During the Warranty Period, Honeywell agrees to provide the Support Services to Customer. Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

c. 24 hour per day telephone access for Customer's Authorized Contact to Honeywell's senior staff and engineers in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by Honeywell; and

e. Advance replacement of defective or malfunctioning Hardware, subject to Honeywell's Return Material Authorization ("**RMA**") Process described below.

Honeywell shall provide technical support in accordance with mutually agreed response-time objectives, ensuring priority handling of any event affecting dispatch or emergency operations.

4. **Support Services Requests**. Prior to requesting Support Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity (a "**Support Service Request**"). The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site: https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Replacement Hardware**. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

All costs of shipment, handling, and risk of loss in transit shall be borne by Honeywell. End User shall not incur any replacement charge for defective or damaged Products returned in accordance with Honeywell's instructions.

6. **Return Material Authorization Process**. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found**. Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Mission Critical Failure**. Customer's use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at Honeywell's then current rates.

9. **Authorized Support Contacts**. In order to facilitate Honeywell's delivery of the Support Services, Customer shall appoint a minimum of one and a maximum of three Authorized Contacts. The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it

by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network, or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Support Services**. In order for Honeywell to undertake its Support Service obligations, Customer will be responsible for providing the following:

a. Remote access to the System, as more specifically described below;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "**Customer Equipment**"), including printer paper, toner, and ink necessary for the operation, testing, troubleshooting, and functionality of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries, as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but are not limited to, TCP/IP, data modems, leased lines, radios, etc.;

e. The correct use of the System in accordance with Honeywell's operating instructions; and

f. The security and integrity of the System.

Honeywell acknowledges that End User's cooperation obligations shall not relieve Honeywell of its warranty responsibilities. Notwithstanding, the inability of Honeywell to perform Customer Support (as defined below) because of lack of access to the System caused by End User's refusal to cooperate, shall cause Customer Support to be limited or unavailable as outlined in Section 12 below.

11. **Remote Access**. Honeywell requires remote network access to the Customer's System, including its communications gateways, station controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation

and Support Service tasks under this Agreement. Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel (“**Customer Support**”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer’s System with the knowledge and consent of Customer.

a. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:

    - System software upgrades
    - System software customization
    - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
    - Detailed log analysis
    - Bulk updates to System database tables
    - Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customers much ensure that remote access is available prior to notifying Honeywell of a Support Service request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide Support Service outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

Honeywell’s remote access shall comply with End User’s cybersecurity and network-access policies. Honeywell shall use only secure, logged connections, and shall not transfer or copy any End User data without prior written approval.

12. **Exclusions and Limitations of Liability**. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer’s failure to follow instructions relating to the System’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions

manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If Honeywell cannot lawfully disclaim statutory or implied warranties, then, to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impairment.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, AND LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS WARRANTY. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

13. **Governing Law**. This Warranty will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles. Venue for any action arising hereunder shall be in Maricopa County, Arizona

14. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a **"Force Majeure Event"** is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, either party may provide notice to -the other that it is cancelling this Warranty.

EXHIBIT D

Form of Service Agreement



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("Customer"):

City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201
Attn:
Telephone:
Email:

1. **Recitals**. Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

a. "Additional Services" shall have the meaning set forth in Section 9 below;

b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

c. "Commencement Date" shall be **[Insert Date Warranty Expires].**

d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.

f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.

g. “Services” shall have the meaning set forth in Section 3, below;

h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;

i. “System” means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;

j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 13 below.

Any undefined term shall have the meaning set forth in the End User’s Acknowledgment and Agreement (EUAA). In the event of conflict between this Agreement and the EUAA, the terms more favorable to End User shall control.

3. **Honeywell Scope of Services**. During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for

the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by Honeywell;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.

f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and

g. Ground shipping for the return of repaired Hardware.

Honeywell shall provide Services in accordance with response-time standards mutually agreed in writing. All Services shall be performed in a manner consistent with industry best practices and with due regard for public-safety operations.

4. **Claims**. Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Advance Replacement of Hardware**. If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new

in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. No Fault Found. Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

If Hardware returned under a valid RMA is determined by Honeywell to be free of defect, no fee shall be charged unless Honeywell provides written diagnostic documentation supporting that finding.

8. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-

Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract. Exclusions shall not apply to damage resulting from Honeywell's negligence, improper instructions, or defective design.

9. **Additional Services by Honeywell**. Except for the Services, all other acts or performances requested or required of Honeywell by Customer ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 12% per annum, or the maximum allowed by law, whichever is less. All Additional Services must be pre-approved in writing by End User. Honeywell shall provide a written estimate of cost and time before commencing any Additional Services.

10. **Authorized Support Contacts**. In order to facilitate Honeywell's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services**. Customer will be responsible for providing the following:

a. The provision of remote access to the System, as more specifically described in Section 12 below;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

e. The correct use of the System in accordance with Honeywell's operating instructions; and

f. The security and integrity of the System.

12. **Remote Access**. Honeywell requires remote network access to Customer's system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will ensure that Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

a. Alternative to Network Access. If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization

- Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

Remote access shall comply with End User's network-security policies. Honeywell shall use secure, logged sessions limited to necessary maintenance activities, shall not copy or remove system data, and shall immediately notify End User of any security incident. Honeywell shall indemnify and hold End User harmless from losses caused by unauthorized access or data compromise proven to be solely attributable to Honeywell or its agents.

13. **Ongoing Service Term, Renewal and Termination**. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the party receiving notice fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

14. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay Honeywell an Annual Fee in advance for the Services

to be delivered hereunder (the "Annual Fee"). The Annual Fee for the Initial Term and each Additional Term shall be as set forth below.

Initial Term	Year 2	Year 3	Year 4	Year 5

Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum.

15. **Purchase of Additional Hardware and Software**. In the event Customer purchases additional Hardware and Software cumulatively in excess of $15,000 during the Term of this Agreement, upon expiration of the warranty on such additional Hardware and Software, Customer and Honeywell may enter into separate Service Agreements for such Hardware or Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee **[Service Fee]**, as the parties may mutually agree.

16. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

b. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate or not reinstate Systems in its sole discretion.

c. Customer shall pay a Reinstatement Fee, to be determined by Honeywell based upon the length Customer has been without service and support. The Reinstatement Fee shall be in addition to the Annual Fee then payable under this Agreement. The Reinstatement Fee is non-refundable.

17. **Exclusions and Limitations**. Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or

service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement

or make a product exchange without risk to or loss of the programs or data stored thereon.

These exclusions and limitations on HONEYWELL liability do not apply to any claims for bodily injury or property damages that may arise in connection with onsite training or installation of the product and services HONEYWELL provides under this agreement.

18. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a **"Force Majeure Event"** is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

c. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

d. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, either party may provide notice to the other that it is cancelling this Service Agreement.

19. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

20. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

21. **Governing Law; Parties in Interest**. This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties. Venue for any action arising hereunder shall lie exclusively in Maricopa County, Arizona.

22. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

23. **Entire Agreement**. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

24. **Review**. The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

25. **Assignment**. The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

26. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

27. **Customer Representative**. The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Spokane/Spokane Fire Department:	Honeywell International Inc.
By: _____	By_____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/2026

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).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Specialty Insurance Co	37885
INSURER B:	Ironshore Indemnity Inc.	23647
INSURER C:	Greenwich Insurance Company	22322
INSURER D:	XL Insurance America Inc	24554
INSURER E:		
INSURER F:		

INSURED
Honeywell International Inc.
855 S. Mint
Charlotte NC 28202 USA

COVERAGES **CERTIFICATE NUMBER:** 570119902451 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	RGC943763013	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $5,000,000 $50,000 $5,000,000 $5,000,000 Included
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	RAC943764213 AOS	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION			RAO943764513 EXCESS AUTO ONLY	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$4,000,000
D A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWD943540313 WC (AOS) RWC943540213 WC (AK, WI)	04/01/2026 04/01/2026	04/01/2027 04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$5,000,000 $5,000,000 $5,000,000
B	Contractors Pollution Liability			ICELLUWOO162531 Env Cont Poll	12/31/2024	12/31/2026	Aggregate Per Occurrence Limit	$5,000,000 $5,000,000

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

City of Spokane, its officers and employees are included as Additional Insured for the General Liability and Automobile Liability policies with respect to Honeywell operations in connection with Honeywell International, Inc. Coverage is Primary and Non-Contributory for the General Liability and Automobile Liability policies. Waiver of Subrogation is granted in favor of City of Spokane, its officers and employees are for the General Liability, Automobile Liability and Workers' Compensation policies where required by written contract.

Certificate No : 570119902451

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201 USA

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

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000054391
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER: See Certificate Number: 570119902451	
CARRIER: See Certificate Number: 570119902451 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Architects & Engineers Professional			RGO9435408 Prof. Liab. 5M - XL Spec	04/01/2013	04/01/2027	Limit (1)	$5,000,000
A	Excess Workers Compensation			RWE943540513 XS WC (NM) SIR applies per policy terms & conditions	04/01/2026	04/01/2027	EL Each Accident	$5,000,000
							EL Disease - Ea Empl	$5,000,000
A				RWE943540413 XS WC (AZ, OH, WA) SIR applies per policy terms & conditions	04/01/2026	04/01/2027		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN101670609--CPROF-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Honeywell International Inc. and/or its Subsidiary Companies 300 S Tryon St Suite 500, 6th Floor Charlotte, NC 28202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012631011-01 **REVISION NUMBER:** 1

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						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [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	$
A	Cyber / Technology Professional Liability			EOC 0296867 - 08	06/01/2025	07/01/2026	Limit:	10,000,000

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

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Honeywell International Inc. and/or its Subsidiary Companies 300 S Tryon St Suite 500, 6th Floor Charlotte, NC 28202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional policy evidenced above is subject to self-insured retentions for various perils covered.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/08/2026

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.

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000054391

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Honeywell International Inc.
855 S. Mint
Charlotte NC 28202 USA

COVERAGES **CERTIFICATE NUMBER:** 570119902413 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD — CONTENTS [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	PPR782929301	05/01/2026	05/01/2027	[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP [X] Loss Limit	$50,000,000
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"All Risk" of direct physical loss or damage to real and personal property insured including Flood, Earthquake and Boiler & Machinery subject to policy terms and conditions. Valuation: Replacement Cost if actually replaced; if not, Actual Cash Value.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570119902413

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AGENCY CUSTOMER ID: 570000054391

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER	
See Certificate Number: 570119902413	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119902413	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Participation

1.) Carrier: Starr Surplus Lines Insurance Company
Policy #: 26SSLDONA346681
Policy Term: 5/1/2026-5/1/2027
Participation: 12.5000%

2.) Carrier : Tokio Marine America Insurance Company (TMAIC)
Policy #: LCP6480129-15
Policy Term: 5/1/2026-5/1/2027
Participation: 2.5000%

3.) Carrier: Allianz Global Risks US Insurance Company
Policy #: USP00023126
Policy Term: 5/1/2026-5/1/2027
Participation: 5.000%

4.) Carrier: Certain Underwriters at Lloyd's - Syndicate TAL 1183
Policy #: AJG387439A26
Policy Term: 5/1/2026-5/1/2027
Participation: 4.000%

5.) Carrier: Endurance Assurance Company
Policy #: ARR10011007409
Policy Term: 5/1/2026-5/1/2027
Participation: 2.000%
Carrier: Ace American Insurance Company

6.) Policy #: GPA D03139530001
Policy Term: 5/1/2026-5/1/2027
Participation: 4.000%

7.) Carrier#: Lloyd's Underwriter Syndicate No. 1886 QBE, Lloyds Syndicate 1618, Lloyds Syndicate 4711, Lloyds Syndicate 5000, Lloyds Syndicate 2623, Lloyds Syndicate 623, Lloyds Syndicate 5555 Aon ACT

8.) Policy #: PTNAM2617857
Policy Term: 5/1/2026-5/1/2027
Participation: 6.5196%

9.) Carrier#: Mitsui Sumitomo Insurance Company of America
Policy #: ASU1000161
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

10.) Carrier#: Helvetia Swiss Insurance Company Limited, Aon ACT
Policy #: PTNAM2617842
Policy Term: 5/1/2026-5/1/2027
Participation: 8.2100%

11.) Carrier: Greenwich Insurance Company
Policy #: US00152667PR26A
Policy Term: 5/1/2026-5/1/2027
Participation: 7.0000%

12.) Carrier#: Zurich American Insurance Company
Policy #: TOP4363281-01
Policy Term: 5/1/2026-5/1/2027
Participation: 9.0000%

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AGENCY CUSTOMER ID: 570000054391

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER	
See Certificate Number: 570119902413	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119902413	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Participation

13.) Carrier#: Scor SE, Aon ACT
Policy #: PTNAM2617831
Policy Term: 5/1/2026-5/1/2027
Participation: 5.4700%

14.) Carrier#: Aviva Insurance Limited, Aon ACT
Policy #: PTNAM2617838
Policy Term: 5/1/2026-5/1/2027
Participation: 8.210000%

15.) Carrier#: Lex London (as a division of American International Group UK Limited), Aon ACT
Policy #: PTNAM2617855
Policy Term: 5/1/2026-5/1/2027
Limit: 10.9500%

16.) Carrier#: Columbia Casualty Company
Policy #: RMP8034886096
Policy Term: 5/1/2026-5/1/2027
Participation: 5.0000%

17.) Carrier#: Allied World Assurance Company
Policy #: P014640016A
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

18.) Carrier#: Liberty Specialty Markets Bermuda
Policy #: LSMAEN537263A
Policy Term: 5/1/2026-5/1/2027
Limit: 2.3904%

19.) Carrier#: Endurance Specialty Insurance Ltd
Policy #: BPD10009058410
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

20.) Carrier#: QBE Capital Ltd
Policy #:43425002026
Policy Term: 5/1/2026-5/1/2027
Participation: 1.2500%

Syndicates that make up the Aon Client Treaty
Lloyd's Syndicate 5555, Lloyd's Syndicate 4472, Lloyd's Syndicate 5623, Lloyd's Syndicate 1955, Lloyd's Syndicate 0510, Lloyd's Syndicate 2232, Lloyd's Syndicate 4444, Lloyd's Syndicate 1686, Lloyd's Syndicate 2001, Lloyd's Syndicate 3000

As respects to the Property placement, policies P014640016A, LSMAEN537263A, BPD10009058410, 43425002026, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Bermuda is the broker for the defined policies

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License Information:

New search Back to results

Entity name: HONEYWELL INTERNATIONAL INC.

Business name: HONEYWELL INTERNATIONAL, INC.

Entity type: Profit Corporation

UBI #: 601-040-967

Business ID: 001

Location ID: 0003

Location: Active

Location address: 15128 E EUCLID AVE
SPOKANE VALLEY WA 99216-1801

Mailing address: PO BOX 524
MINNEAPOLIS MN 55440-0524

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
DuPont General Business - Non-Resident	200			Active	Oct-31-2026	Apr-14-2025
Moses Lake General Business - Non-Resident	BUS2019-0557			Active	Oct-31-2026	Jan-01-1973
Spokane General Business - Non-Resident	T12038065BUS			Active	Oct-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Oct-31-2026	Sep-30-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ZIMMERMAN, GABRIEL	ASSISTANT VP - TAXES

Registered Trade Names

Registered trade names	Status	First issued
HONEYWELL INTERNATIONAL INC	Active	Feb-17-2026

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/9/2026 10:46:34 AM

Contact us

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Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2026-0325		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	KEVIN HALL 4215	**Requisition #**	VB 301495
Contact E-Mail	KHALL@SPOKANEPOLICE.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	AMEND VALUE BLANKET 301495		

Agenda Wording

Request approval amend VB 301495 to allow for pricing increases at vendor request, and add additional optional ballistic body armor for Executive Staff.

Summary (Background)

The Spokane Police Department currently has a value blanket in place with Galls, utilizing NASPO Master Agreement #198468 and WA State contract #01224 to supply the SPD with ballistic body armor and external carriers. SPD would like to extend the options of body armor for Executive Staff, as well as amend the current agreement to allow for pricing increases as requested by the vendor due to rising costs for materials, staff and transportation costs. Current VB is in place through 4/30/2030.

What impacts would the proposal have on historically excluded communities?

No impact.

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

No Data is collected.

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

No Data is collected.

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 200,000.00 per year
Current Year Cost	**$** 200,000.00 per year
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 200,000.00	**#** 0680-11410-21250-53528-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PS EXEC REVIEW**	GBYRD
Division Director	GBYRD	**PURCHASING**	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
Lyons-Kiley@galls.com	castro-melissa@galls.com
spdfinance@@spokanepolice.org	

City of Spokane Request for Quote – Annual Value Blanket – As Needed

QUOTE #: 31791960

PROJECT TITLE: Ballistic Body armor, carriers and ballistic Helmets

TERM: BASE YEARS: 4 **OPTIONAL RENEWALS:** 0

DEPARTMENT: Spokane Police Department

DUE DATE: _____, **no later than** _____

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane Spokane Police Department Department with Ballistic body armor, carriers and ballistic helmets.

Responses to this quote and any questions concerning this Request For Quote should be directed to:

Name Michelle Loucks, Email dloucks@spokanepolice.org.

Deliver to: 1100 W Mallon Ave., Spokane, WA 99260

Delivery time may be a consideration to award. Therefore, the City requests a completed delivery date as soon as possible after receipt of the purchase order.

Supplier acknowledges delivery of all products within the following number of business days ARO _____

PRICING SHEET				
ITEM #	**EST QTY**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
1		Point Blank AXBIIIZ Hilite 1 Carrier	1277.64	
2		AXII 2/1 HI Lite Carrier	1049.76	
3		Tacoma Carrier PBE Crossover Vest	387.72	
4		PBE ID Panel Single Prespaced letters and numbers	21.06	
5		PBE ID Panel single prespaced letters and numbers	13.50	
6		Executive Body Armor and Carier Level AXBIIIA Male Custom Vest	1267.92	
7		Operator Elite Helmet	960.96	
8		Paraclete Mich Mid Cut w/pads, boa harness	493.92	
9		PBE Helmet chin extender strap	22.40	
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20		Freight/Shipping Charge (taxable)		
			Subtotal	
			Applicable taxes	
			GRAND TOTAL	

City of Spokane Request for Quote – Annual Value Blanket – As Needed

Attachments: The following attachments are made a part of this Request for Quote:
NASPO Master agreement 198468

VALUE BLANKET

- The Value Blanket order resulting from this Request for Quote will be for a 4 year term with the 0 optional renewals.
- The vendors prices shall remain firm throughout the first year of the contract period.
  - PRICING ADJUSTMENTS: Price adjustments may be submitted during the anniversary moth of the set-up value blanket Order. Price increases must be submitted with justification for the price increase, and it will be at the discretion of the City to approve said price increase.
- Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the city employee who purchased the invoiced items.
- The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.
- **Additional Items** – Supplier acknowledges that the city may purchase through this value blanket additional _____, from the winning supplier which are not explicitly quoted herein and agrees to sell those items at a percentage off of list price _____ Percentage off shall remain unchanged throughout the life of the contract. I Agree ☐

Additional Terms & Conditions

Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Additional Costs: Bidder to list any additional costs to be incurred, any other costs added to this purchase after award will not be accepted.

Business Registration Requirement: Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See **Doing Business in Spokane - City of Spokane, Washington** for additional resources. If the Bidder does not believe it is required to obtain a business registration, complete the **Business License Exemption Request Form** and submit to City Taxes & Licensing to request an exemption status determination.

Washington State Unified Business Identifier: 602-598-924

Payment Terms: Net 30 (unless otherwise agreed to). Payment shall be made via direct deposit/ACH (unless otherwise agreed to) after receipt of the goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

City of Spokane Request for Quote – Annual Value Blanket – As Needed

Statement Certifying PCB Content:
In accordance with SMC 7.06.172(A), the City has a preference for products and product packaging that do not contain polychlorinated biphenyls (PCB's) above the practical quantification limit (except when it is not cost-effective, or technically feasible to do so).

the Bidder shall indicate that the products bid and to be supplied (to include product packaging)
☐ The product(s) and packaging offered under this bid are PCB-free as defined above.
☐ The product(s) and/or packaging offered under this bid contain PCBs. Provide explanation and details below (including material type, component, or packaging element):

_____

Failure to provide this declaration may result in the bid being deemed non-responsive.

Moreover, and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

Minority Business Enterprise
Supplier (☐ IS) (☐ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS
Supplier (☐ IS) (☐ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

BIDDER INFORMATION

Company Name: _____

By: _____ Title: _____

Phone: _____ Email: _____

Authorized Bidder Signature: _____

SIGNATURE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

FEIEMIEMFMFMF

City of Spokane Request for Quote – Annual Value Blanket – As Needed

INSTRUCTIONS

1. All Quotes should be prepared on this document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Acceptable alternate, instead of completing the pricing sheet on this form the Bidder may supply a copy of their company quote, in conjunction with completing, signing and returning this form. **Failure to complete and sign this form may result in rejection of quote.**

2. It is the responsibility of the Bidder to be sure the emailed quote is received. The buyer is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent sufficiently ahead of time to be received no later than the due date.

3. Pricing provided shall be good for a minimum of 30 days from the due date of the quote, unless otherwise specified.

4. The items to be furnished by the Bidder on this Quote shall be new product, compliant to the specifications listed, unless otherwise agreed to in writing.

5. If the product differs from the provisions contained herein, these differences must be explained in detail.

6. Evaluation of quotes, shall be based on the following but not limited to, where applicable:
    - The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.
    - The quality of the items quoted their conformity to specifications and the purpose for which they are required.
    - The Bidder's ability to provide prompt and efficient service and/or delivery.
    - The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
    - The quality of performance of previous contracts or services.
    - The previous and existing compliance by the Bidder with the laws relating to the contract or services.
    - Uniformity or interchangeability.
    - The energy efficiency of the product throughout its life.
    - Any other information having a bearing on the decision to award the contract.

7. The City of Spokane reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote in a manner that is most advantageous to the continued efficient operation of the City at prices shown.

8. Award of purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal, cooperative or State Contracts where applicable will be considered as quote. Unsuccessful Bidders will not automatically be notified of Quote results.

9. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.

10. Proprietary Information/Public Disclosure: Materials submitted in response to this competitive procurement shall become the property of the City. All received proposals/responses shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the proposal/response, it will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

PROPPER®
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best



Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,



Brian Duffy
VP, Customer Service
513.792.1648

SANMAR

December 12, 2024

Account# 125293

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

To Whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

November 19th, 2024

Galls
Attn: Laurie Dennis
1340 Russell Cave Rd.
Lexington, KY 40505

Subject: 2025 price increase

Dear Laurie:

We will be having a price increase starting 1/15/2025.

This price increase will average 3% or less, and is due to raw material increases.

I will have the price lists to you within the next couple of weeks, with the increase detailed for every item.

If there are any questions or additional information that is needed, please contact me.

Thank you.

Sincerely,

Mike Marmor
President

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

Fechheimer

August 20, 2025

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- **Uniform Clothing:** Approximately 2% – 5% increase
- **Outerwear:** Approximately 9% – 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy
SVP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

AMWEAR USA
TACT SQUAD
UNITED UNIFORM MANUFACTURERS
250 N. Benjamin Ct. • Corona, CA • 92879 • (800) 858-6755 • F: (888) 880-9116 • tactsquad.com

July 15, 2025

TS0010
GALLS, LLC
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
Att : Brian Linn

Dear Valued Customer,

We greatly appreciate your business, and as always, our goal is to provide you with the best possible pricing and delivery services.

Please find below a summary of your updated pricing. In April of this year, we initially communicated a price adjustment reflecting only a 5% increase, despite having incurred a 20% increase ourselves due to tariffs. After our discussion, we mutually agreed to postpone the implementation of this increase until further notice; however, no subsequent discussions took place.

At this time, we must inform you that, effective September 1, 2025, we will be applying the previously discussed 5% increase, along with an additional 3% increase as per our agreement. This adjustment will apply to Tact Squad and United products, as well as Galls Private Label products.

Tact Squad – Your current Wholesale Price Tier Level is T-4, with the exception of Tact Squad non-tier items. Refer to our current price list dated 4/28/25

United Uniform – Your current wholesale price is as listed on our new price list dated 4/28/25.

We express our gratitude for your continued support and patronage, as your business is of utmost importance to us.

Sincerely,

TACT SQUAD & UNITED UNIFORM MFG

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 4% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

Dear Valued Customer,

We value the partnership we have built and believe in maintaining open lines of communication regarding changes that affect your business. I am writing to inform you of an upcoming adjustment to our wholesale pricing structure, effective February 2, 2026.

As you know, earlier this year we implemented a temporary 3% surcharge across all brands to address the immediate impact of global tariffs and an additional subsequent Nomex surcharge of 3%. At that time, we hoped market conditions would stabilize. However, the manufacturing landscape has continued to evolve. Over the last few quarters, we have absorbed significant cost increases across our supply chain, specifically regarding raw materials (fabrics & findings) and operational costs (labor rates & utility expenses) required to maintain our production standards.

To ensure we can continue delivering quality products and reliability you expect from us, we are updating our pricing. A general price increase of 3% will be applied to all brands to cover the material and operational variances mentioned above. At the same time, we will roll the tariff surcharge into the base unit price on February 2, 2026.

What This Means for You: Since you are already paying the tariff surcharge, the net price change to you is only 3%. Moving forward, you will no longer see a separate surcharge line item on your invoices; the costs will be consolidated into a single, transparent unit price. This allows for cleaner invoicing and a more predictable cost basis for your planning. Our updated price list reflecting these changes will be available early in the first quarter.

We do not take these decisions lightly. We have worked diligently to optimize our internal efficiencies to keep this adjustment to the absolute minimum necessary to maintain the integrity of our products. As mentioned earlier in the year, pricing will be adjusted should tariffs change significantly (up or down) over the coming months.

We are grateful for your continued business and trust. If you have any questions, please contact your Account Manager or Customer Support team.

Sincerely,



Brett Barthel
Sr. Vice President, Sales & Distributor Brands

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address:
140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 7:29:23 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36090816	03/01/2026	03/01/2027	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
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

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

CERTIFICATE HOLDER

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	7/1/2026
Clerk's File #	OPR 2026-0629
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE		
Contact Name/Phone	KYLE CHASE 509-625-7080		
Contact E-Mail	KCCHASE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	1970 FIRE - APPROVAL TO PURCHASE NEW HAZMAT RESPONSE UNIT		

Agenda Wording

Approval to use provided grant money to purchase a new Hazmat Response Unit.

Summary (Background)

SFD has contracted with the Idaho Office of Emergency Management to serve as the lead agency for Idaho Regional Response Team 1 (RRT1), providing hazardous materials response capabilities throughout North Idaho. As part of this partnership, the City is requesting authorization to purchase a Hazardous Materials Light Rescue vehicle that will serve as a rapid response and support platform for regional hazardous materials incidents. The vehicle will transport personnel, specialized monitoring and decontamination equipment, and other mission-critical resources, enhancing the team's ability to respond quickly while improving operational flexibility. The purchase will support both Idaho RRT1 deployments and local hazardous materials response within the City of Spokane, ensuring the apparatus provides value to both regional partners and Spokane residents.

What impacts would the proposal have on historically excluded communities?

Not applicable - This request for approval is for an apparatus purchase.

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 - This request for approval is for an apparatus purchase.

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

Not applicable - This request for approval is for an apparatus purchase.

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

Not applicable - This request for approval is for an apparatus purchase.

Council Subcommittee Review

Not applicable - This request for approval is for an apparatus purchase.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 326012.00
Current Year Cost	$ 326012.00
Subsequent Year(s) Cost	$ 0.00

Narrative

Funding for the vehicle is provided through grant funding from an Idaho State legislative appropriation administered by the Idaho Office of Emergency Management. The grant funds have been transferred to the City of Spokane through the State of Idaho's Pay

Amount		Budget Account
Expense	$ 326012.00	# 1440-93554-94220-56401-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A - grant funded

Expense Occurrence	One-Time

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

N/A - grant funded

Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	ACCOUNTING -	DUFFEY, ANDREW
Division Director	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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tprince@spokanecity.org	kahaack@spokanecity.org
fireaccounting@spokanecity.org	

Quote Expires: 07/30/2026

June 25, 2026

Re: State of Idaho Hazmat Units
City of Spokane as a State of Idaho Regional Hazmat Response Team
Sourcewell Contract No. 032824-RTG

On behalf of Alta Fire, LLC, I am pleased to present this preliminary price quote for one (1) Hazmat Apparatus. Pricing below is representative of pricing per unit.

OPTION A: 100% PRE-PAYMENT

Hazmat Unit per attached Specification (03/13/2025)	$298,000.00
5 Year / 75,000 Mile Service Plan (no deductible)	INCLUDED
Pre-Construction Meeting	INCLUDED
Mid-Build Inspection in Emmett at Alta Fire	INCLUDED
Final Inspection in Emmett at Alta Fire	INCLUDED
Purchaser to take Delivery in Emmett at Alta Fire	0.00
Grand Total	**$298,000.00***

Purchase Order to be received by July 30, 2026, and payment to be received by August 10, 2026.

We appreciate your consideration of Alta Fire and look forward to with you and addressing any further questions you may have.

Best regards,

Mike Surber
Fire Apparatus Sales
mike@altafire.com
C: (208) 872-5838

Pricing does NOT reflect sales taxes (if applicable). All pricing provided in this Preliminary Quote is based on current manufacturer rates and tariffs as of the date of issuance. Prices are subject to change in the event of tariff modifications and material cost increases imposed on the manufacturer.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 07/22/2026

Date Rec'd	7/1/2026		
Clerk's File #	OPR 2017-0356		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	SCOTT 509-435-7071	**Requisition #**	
Contact E-Mail	SCAMPBELL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1970 FIRE - RENEWAL OF ANNUAL SUBSCRIPTION WITH ESO SOLUTIONS PLUS		

Agenda Wording

Contract period is for July 21, 2026 through July 20, 2027. Annual cost will be approximately $119006.85 plus applicable tax. This is the 9th annual renewal of this subscription since the system was procured in 2017. We are adding a Gold Package to the renewal which will be split between Fire IT and EMS

Summary (Background)

This renewal contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356)plus the addition of the Gold package and integration. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.

What impacts would the proposal have on historically excluded communities?

None

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

This has been the correct solution for 8 years, there is no change.

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

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 129836.47
Current Year Cost	$ 129836.47
Subsequent Year(s) Cost	$

Narrative

9th renewal of this specific platform and is budgeted and planned within the Fire/EMS operating budget. Addition of the gold package is planned within both the Fire/EMS operating budget and Fire/IT cell phone operating budget.

Amount		Budget Account
Expense	$ 116949.03	# 1970-35310-22200-54820-99999
Expense	$ 12887.44	# 1970-35142-22100-54820-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE	PURCHASING	PRINCE, THEA
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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scampbell@spokanecity.org	hahaack@spokanecity.org

City Clerk's No. OPR 2017-0356

City of Spokane

CONTRACT RENEWAL

Title: **ANNUAL SUBSCRIPTION FOR INCIDENT RECORD MANAGEMENT SYSTEM**

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is 679449, Dallas, Texas 75267, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on July 21, 2026 and shall run through July 20, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED NINETEEN THOUSAND SIX AND 85/100 DOLLARS ($119,006.85)**, plus applicable tax, and in accordance with Company's Renewal Notification dated May 28, 2026 and Quote No. Q-24902, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

ESO SOLUTIONS, INC.	**CITY OF SPOKANE** **FIRE DEPARTMENT**
By_____ Signature Date	By _____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment
Renewal Notification dated May 28, 2026 and Quote No. Q-24902

26-174

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)

May 28, 2026

Spokane Fire Department
Erin Scott
escott@spokanecity.org
44 W Riverside Ave. Spokane, Washington 99201

Renewal Notification

Dear Spokane Fire Department,

Thank you for your continued partnership with ESO. As requested, please find below the details regarding an upcoming renewal of one or more of your ESO services, as outlined in the schedule provided.

As part of our commitment to transparency, please note the following:
This is not an invoice. Your organization or designated third-party payor will be invoiced in accordance with the terms of your Agreement. ESO reserves the right to adjust invoiced fees to reflect actual "Usage", any applicable "Overages", or mutually agreed changes to your services.

Product	Annual Term Start Date	Annual Term End Date	QTY	Fees
Contract - 202509-145636				
Extract - EMS XML	11/9/2026	11/8/2027	39,000	$0.00
Contract - 202605-163606				
ESO EHR	7/21/2026	7/20/2027	37,498	$59,750.24
Fire Incidents (by Volume)	7/21/2026	7/20/2027	51,217	$30,505.62
Telestaff Integration	7/21/2026	7/20/2027	51,217	$3,369.32
Interface - HealthCall	7/21/2026	7/20/2027	37,498	$1,756.67
				Total: $95,381.85

We are committed to delivering exceptional service and support, and we look forward to continuing our successful relationship together. If you have any questions or need further clarification, please do not hesitate to contact ESO Customer Success via success@eso.com.

Thank you for choosing ESO.

Sincerely,
The ESO Team

2803 Manor Road
Austin, TX 78722

O: 866 766 9471
eso.com

The ESO Mission
Improve Community Health and Safety Outcomes Through the Power of Data

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246902
Quote Expiration date:	09/15/2026
ESO Account Manager:	Travis Potter

CUSTOMER CONTACT

Customer	Spokane Fire Department
Name	Scott Campbell
Email	scampbell@spokanecity.org
Phone	509-625-7070

BILLING CONTACT

Payor	Spokane Fire Department	Address	44 W Riverside Ave.
Name	Erin Scott		Spokane WA, 99201
Email	escott@spokanecity.org	Billing Frequency	Annual
Phone	(509) 625-7091	Initial Term	12 months

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply to the Customer Success Professional Services Gold Package ordered herein: During the Initial Term, 100% of the One-time Fees shall be invoiced on or about Effective Date, and the annual Recurring Fees shall be invoiced on a prorated basis through July 31, 2026. Thereafter, 100% of the annual Recurring Fees shall be due on August 1, 2026 (Annual Subscription Date) and on its 12-month anniversary for renewal terms.

Product	Volume	Total (USD)	Fee Type
Customer Success Professional Services	1 Each	$23,625.00	Recurring

Total Recurring Fees	USD $23,625.00
Total One-Time Fees	USD $0.00
TOTAL FEES	USD $23,625.00

All Fees herein are in USD

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246902
Quote Expiration date:	09/15/2026
ESO Account Manager:	Travis Potter

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Spokane Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246902
Quote Expiration date:	09/15/2026
ESO Account Manager:	Travis Potter

Product	Description
Customer Success Professional Services	

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246902
Quote Expiration date:	06/09/2026
ESO Account Manager:	Travis Potter

CUSTOMER CONTACT

Customer	Spokane Fire Department
Name	Scott Campbell
Email	scampbell@spokanecity.org
Phone	509-625-7070

BILLING CONTACT

Payor	Spokane Fire Department	Address	44 W Riverside Ave.
Name	Kyle Haugen		Spokane WA, 99201
Email	khaugen@spokanecity.org	Billing Frequency	Annual
Phone	509-625-7156	Initial Term	12 months

Product	Volume	Total (USD)	Fee Type
Customer Success Professional Services	1 Each	$23,625.00	Recurring

Total Recurring Fees	USD $23,625.00
Total One-Time Fees	USD $0.00
TOTAL FEES	USD $23,625.00

All Fees herein are in USD

Docusign Envelope ID: FB733122-B0B2-8C53-80B1-D22CFDE6D29F

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246937
Quote Expiration date:	07/31/2026
ESO Account Manager:	Travis Potter

CUSTOMER CONTACT

Customer	Spokane Fire Department
Name	IT CAD
Email	cadit@srec911.org
Phone	

BILLING CONTACT

Payor	Spokane Fire Department	Address	44 W Riverside Ave.
Name	Kyle Haugen		Spokane WA, 99201
Email	khaugen@spokanecity.org	Billing Frequency	Annual
Phone	509-625-7156	Initial Term	12 months

EHR

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Interface - EHR CAD Vendor Change	1	$1,045.00	($1,045.00)	$0.00	One-time

Total Recurring Fees	USD $0.00
Total One-Time Fees	USD $0.00
TOTAL FEES	USD $0.00

All Fees herein are in USD

Docusign Envelope ID: FB733122-B0B2-8C53-80B1-D22CFDE6D29F

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246937
Quote Expiration date:	07/31/2026
ESO Account Manager:	Travis Potter

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Spokane Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Docusign Envelope ID: FB733122-B0B2-8C53-80B1-D22CFDE6D29F

Quote Date:	03/12/2026
Customer Name:	Spokane Fire Department
Quote #:	Q-246937
Quote Expiration date:	07/31/2026
ESO Account Manager:	Travis Potter

EHR

Product	Description
Interface - EHR CAD Vendor Change	Implementation of a new/replacement CAD interface.

Certificate Of Completion

Envelope Id: FB733122-B0B2-8C53-80B1-D22CFDE6D29F
Status: Completed
Subject: OPR 2017-0356 - AMENDMENT - ESO SOLUTIONS
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
5/28/2026 2:27:38 PM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
CONTRACTS contracts@eso.com Chief Administrative Officer ESO Solutions, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.85.103.105	Sent: 5/29/2026 4:02:46 PM Resent: 5/29/2026 4:02:55 PM Resent: 6/3/2026 11:51:08 AM Resent: 6/5/2026 7:36:00 AM Resent: 6/9/2026 7:51:13 AM Resent: 6/10/2026 2:58:44 PM Viewed: 6/11/2026 9:31:13 AM Signed: 6/11/2026 12:36:05 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2026 8:20:31 AM ID: 68150829-239a-49cb-a7e9-f3dd1a4add0d		
Tim Szambelan tszambelan@spokanecity.org Timothy E. Szambelan Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.7	Sent: 6/11/2026 12:36:06 PM Viewed: 6/11/2026 12:46:50 PM Signed: 6/11/2026 12:47:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
TOM WILLIAMS tmwilliams@spokanecity.org Fire Chief Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	Sent: 6/11/2026 12:47:18 PM Viewed: 6/11/2026 12:57:24 PM Signed: 6/11/2026 12:57:44 PM
Electronic Record and Signature Disclosure: Accepted: 6/11/2026 12:57:24 PM ID: 4aa1d94f-ebdf-4b9e-a5b6-363ceffab78f		

License Information:

New search Back to results

Entity name: ESO SOLUTIONS, INC.

Business name: ESO SOLUTIONS INC

Entity type: Profit Corporation

UBI #: 602-909-509

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2803 MANOR RD
AUSTIN TX 78722-1711

Mailing address: 2803 MANOR RD
STE 100
AUSTIN TX 78722-1711

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Bellingham General Business	072581			Active		Jul-08-2022
Mercer Island General Business - Non-Resident	230382			Active	Apr-30-2027	Apr-19-2023
Snoqualmie General Business - Non-Resident	026863			Active	Apr-30-2027	Sep-18-2023
Spokane General Business - Non-Resident				Active	Apr-30-2027	Jun-12-2020

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ATLAS, RYAN	

Owners and officers	Title
BECK, ERIC	
CARTER, JAMES ROBERT	
FELAN, MIKE	
FOSTER, STEPHEN	
KURTZ, JASON	
MUNDEN, ROBERT	
RACHT MD, ED	
WILLIAMS, GREG	
WITTER, CORALIE	

The Business Lookup information is updated nightly. Search date and time: 5/20/2026 2:51:05 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357

CN122676965--XSCyb-26-27 ALL

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D : Great Northern Insurance Company	20303
INSURER E :	
INSURER F :	

INSURED
ESO Solutions, Inc.
2803 Manor Road
Austin, TX 78722

COVERAGES **CERTIFICATE NUMBER:** HOU-003990688-23 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		36075664	03/01/2026	03/31/2027	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 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73627314	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			78196190	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7182-73-01	03/31/2026	03/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Cyber/Tech Errors & Omissions			02-306-67-19 'SIR: $500,000'	05/03/2026	10/01/2027	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

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
of Marsh USA LLC

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	ESO Solutions, Inc. 2803 Manor Road Austin,TX 78722
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

1st Excess Cyber/Tech Errors & Omissions
Carrier: Arch Specialty Insurance Company
Policy Number: NPL2000621-03
Effective Dates: 05/03/2026 - 10/01/2027
Limit: $5,000,000 XS $5,000,000

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/09/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	7/2/2026		
Clerk's File #	OPR 2026-0630		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN 509-625-6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PSAP DISPATCH WORKSTATIONS		

Agenda Wording

Consideration of a contract for the purchase of dispatch furniture for SUN 911. The Russ Bassett Flex Consoles are designed for mission-critical 24x7 environments. The positions offer height-adjustable workspaces, ergonomic designs, and integrate technology to help enhance productivity and reduce fatigue. Proposed for acquisition through cooperative purchasing agreement HGAC EC07-23.

Summary (Background)

The Russ Bassett Flex workstation consoles are mission-critical workstations designed specifically for 911 dispatch environments. They provide ergonomic adjustability, long-term durability, and integrated technology support to meet the demands of continuous 24/7 operations. The positions have a 10-year warranty which covers service, support, parts, and labor and are necessary to replace aging furniture and to expand both operational and training areas within the center to support SUN 911.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This furniture supports the creation of SUN911

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 605138.05
Current Year Cost	$ 605138.05
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 605138.05	# PSAP SIP Loan
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No - PSAP SIP Loan

Expense Occurrence	One-Time

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

PSAP SIP Loan

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.		
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	YATES, MAGGIE		

Distribution List

	scwilliams@spokanecity.org
kahaack@spokanecity.org	myates@spokanecity.org
dfredrickson@spokanecity.org	

Agenda Sheet for City Council:		**Date Rec'd**	6/3/2026
Committee: PIES **Date:** 06/08/2026		**Clerk's File #**	OPR 2026-0632
Committee Agenda type: Consent		**Cross Ref #**	
Council Meeting Date: 07/22/2026		**Project #**	2026045
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 28783
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOW BID AWARD - TRAFFIC CALMING QUICK BUILDS 2026045		

Agenda Wording

Low Bid of Road Products, LLC, Spokane Valley, WA, for Traffic Calming Quick Builds for $497,995.00. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

Summary (Background)

This locally funded project is the latest installment of the "quick build" traffic calming projects which focus on traffic modification measures of a more temporary nature. It is spread over many parts of the city. This project includes a variety of traffic calming measures including edge striping to narrow the lane width, traffic circles, curb bumpouts formed by "candles", installation of "neighborhood greenway" signs, diagonal diverters to permit bike traffic but prevent vehicular traffic at certain intersections along a "greenway", etc.

On Tuesday, July 14, 2026, bids were opened for the above project. The low bid was from Road Products, LLC, in the amount of $497,995.00, which is $186,463.00 or 59.9% above the Engineer's Estimate of $311,532.00. No other bids were received.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 547,794.50
Current Year Cost	$ 547,794.50
Subsequent Year(s) Cost	$

Narrative

N/A

Amount		**Budget Account**
Expense	$ 547,794.50	# 1380 24100 42300 54201 21053
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brian Poe - bpoe@asphaltsupply.net	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
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mvallen@spokanecity.org	pyoung@spokanecity.org
gokihara@spokanecity.org	

City Clerk's No. OPR 2026-0632
Engineering No. 2026045

City of Spokane

PUBLIC WORKS CONTRACT

Title: **TRAFFIC CALMING (CYCLE 14) QUICK BUILD**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ROAD PRODUCTS, LLC**, whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **TRAFFIC CALMING (CYCLE 14) QUICK BUILD.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2026045 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

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

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $497,995.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

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

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

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

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a “Force Majeure Event”). In the event of any such Force Majeure Event, the

date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

30. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

31. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

ROAD PRODUCTS, LLC

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 Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-185

PAYMENT BOND

We, **ROAD PRODUCTS, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($497,995.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **TRAFFIC CALMING (CYCLE 14) QUICK BUILD.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

ROAD PRODUCTS, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **ROAD PRODUCTS, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($497,995.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **TRAFFIC CALMING (CYCLE 14) QUICK BUILD.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

ROAD PRODUCTS, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

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)

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	MOBILIZATION	1.00 LS	$	35,000.00	$	35,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	117,000.00	$	117,000.00
3	WORK ZONE SAFETY CONTINGENCY	2,000.00 FA	$	1.00	$	2,000.00
4	CHANNELIZING DEVICES - TYPE 1	137.00 EA	$	149.00	$	20,413.00
5	CHANNELIZING DEVICES - TYPE 3	68.00 EA	$	229.00	$	15,572.00
6	CRUSHED SURFACING TOP COURSE	20.00 CY	$	162.00	$	3,240.00
7	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	130,200.00	$	130,200.00
8	REMOVAL OF EXISTING PAVEMENT MARK-INGS	280.00 SF	$	11.50	$	3,220.00
9	PAVEMENT MARKING - DURABLE HEAT AP-PLIED	1,031.00 SF	$	12.00	$	12,372.00
10	PAVEMENT MARKING - PAINT	4,007.00 SF	$	3.00	$	12,021.00
11	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	126.00 EA	$	374.00	$	47,124.00
12	PERMANENT DOT LANE MARKER 4X6	503.00 EA	$	44.00	$	22,132.00
13	PERMANENT DOT LANE MARKER 8X8	154.00 EA	$	68.00	$	10,472.00

14	RUBBER CURB	291.00 LF	$	87.00	$	25,317.00
15	CONCRETE BIKE LANE DIVIDERS	186.00 LF	$	134.00	$	24,924.00
16	HMA FOR TRAFFIC CIRCLE	137.00 SY	$	124.00	$	16,988.00
				Schedule A-1 Subtotal	$	497,995.00

Summary of Bid Items	***Bid Total***	$	497,995.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2026045

Project Description 2026 Quick Builds **Original Date** 7/14/2026 11:36:00 AM

Project Number: 2026045			Engineer's Estimate		ROAD PRODUCTS INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
			Tax Classification			
Schedule 01			Sales tax shall be included in unit prices			
1	MOBILIZATION	1 LS	0.00	0.00	35,000.00	$35,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	40,000.00	40,000.00	117,000.00	$117,000.00
3	WORK ZONE SAFETY CONTINGENCY	2000 FA	1.00	2,000.00	1.00	$2,000.00
4	CHANNELIZING DEVICES - TYPE 1	137 EA	120.00	16,440.00	149.00	$20,413.00
5	CHANNELIZING DEVICES - TYPE 3	68 EA	150.00	10,200.00	229.00	$15,572.00
6	CRUSHED SURFACING TOP COURSE	20 CY	150.00	3,000.00	162.00	$3,240.00
7	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	115,000.00	115,000.00	130,200.00	$130,200.00
8	REMOVAL OF EXISTING PAVEMENT MARKINGS	280 SF	10.00	2,800.00	11.50	$3,220.00
9	PAVEMENT MARKING - DURABLE HEAT APPLIED	1031 SF	15.00	15,465.00	12.00	$12,372.00
10	PAVEMENT MARKING - PAINT	4007 SF	1.00	4,007.00	3.00	$12,021.00
11	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	126 EA	400.00	50,400.00	374.00	$47,124.00
12	PERMANENT DOT LANE MARKER 4X6	503 EA	10.00	5,030.00	44.00	$22,132.00
13	PERMANENT DOT LANE MARKER 8X8	154 EA	15.00	2,310.00	68.00	$10,472.00
14	RUBBER CURB	291 LF	55.00	16,005.00	87.00	$25,317.00
15	CONCRETE BIKE LANE DIVIDERS	186 LF	100.00	18,600.00	134.00	$24,924.00
16	HMA FOR TRAFFIC CIRCLE	137 SY	75.00	10,275.00	124.00	$16,988.00
Bid Total				**$311,532.00**		**$497,995.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	311,532.00	0.00	0.00	0.00	311,532.00
ROAD PRODUCTS INC (Submitted)	497,995.00	0.00	0.00	0.00	497,995.00

Low Bid Contractor: ROAD PRODUCTS INC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	497,995.00	311,532.00	59.85	% Over Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	0.00	0.00		% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	497,995.00	311,532.00	59.85	% Over Estimate

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROAD PRODUCTS, LLC

Business name: ROAD PRODUCTS, LLC.

Entity type: Limited Liability Company

UBI #: 601-603-787

Business ID: 001

Location ID: 0002

Location: Active

Location address: 12301 E EMPIRE AVE
SPOKANE VALLEY WA 99216-1231

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident				Active	Feb-28-2027	Mar-24-2022
Brewster General Business - Non-Resident				Pending	Jun-30-2027	
Colville General Business - Non-Resident	030625.0			Active	Feb-28-2027	Apr-25-2012

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Franklin County General Business - Non-Resident	2746			Active	Feb-28-2027	Jan-20-2021
Spokane General Business - Non-Resident	T12016839BUS			Active	Feb-28-2027	Oct-15-2012
Spokane Valley General Business	00527			Active	Feb-28-2027	Feb-02-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ROAD PRODUCTS, LLC.	Active	Feb-06-2023
RPI	Active	May-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 8:01:53 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0559		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (THE LANGDON		

Agenda Wording

On-call contract for public engagement services with The Langdon Group for $100,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 100,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	YATES, MAGGIE		

Distribution List

Contract Signer – Cory Baune cbaune@jub.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0559

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **THE LANGDON GROUP**, whose address is 999 West Riverside Avenue, Suite 700, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is attached as Exhibit A; Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

THE LANGDON GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-130

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	The Langdon Group
Submitted By	Hannah Anderson - Thursday, March 19, 2026 11:49:02 AM [(UTC-08:00) Pacific Time (US & Canada)] handerson@langdongroupinc.com 208-770-0500
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES
8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Hannah Anderson, handerson@langdongroupinc.com, 208-770-0500
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Cory Baune, cbaune@jub.com, 208-762-8787
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Spokane_On-CallPublicEngageSvs_ICMP_TheLangdonGroup.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	

4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

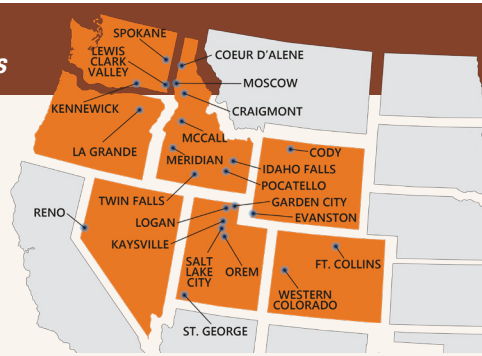
HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES

THE LANGDON GROUP | J-U-B ENGINEERS, INC. | GATEWAY MAPPING INC.

Letter of Submittal

29 *years working for clients* **17** *employees* **100%** *employee owned* **8** *offices in 4 states*



March 23, 2026

City of Spokane Purchasing & Contracts
915 N. Nelson St.
Spokane, Washington 99202

Re: RFP Number 6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee,

The Langdon Group (TLG) is thrilled to submit our proposal in response to the City of Spokane's Request for Proposals for On call Services. We are passionate about genuine public engagement that empowers communities through accessible information, thoughtful engagement, and high quality public education. This proposal outlines how our team meets and exceeds the City's minimum qualifications and is uniquely positioned to support successful public engagement for the City of Spokane.

Our Experience: Since 1997, TLG has specialized in facilitation, public involvement, alternative dispute resolution, and strategic communications. We are leaders and innovators in our industry. We bring extensive experience in municipal outreach through the development of public facing educational materials, and community-centered engagement plans. Our work spans municipal, regional, and federal projects, including comprehensive master planning, transportation master planning, ROW access, community partnership, and capital improvement projects. Across all efforts, *TLG is known for translating complex technical information into clear, accessible content that supports data driven decision making and meets diverse community needs.*

Our Differentiator: Our facilitation and engagement philosophy is rooted in interest based, objective driven problem solving. As a neutral third party, we create conditions for broad participation, reduce uncertainty, and build trust among stakeholders. Through continuous and meaningful engagement, we help teams clarify shared goals, understand concerns, strengthen communication, and build lasting consensus.

Locally Based, Regionally Attuned: We are proud to be a locally based team, with our primary team located in Spokane and deep roots in the region we serve. Our local presence is strengthened by additional capacity from our teams in Kennewick, Boise, and the broader LEP group, allowing us to draw on a wide network of experienced practitioners while remaining grounded in the needs and perspectives of the communities here in Eastern Washington.

We are excited for all opportunities to support the City of Spokane in developing collaborative, transparent, and accessible public outreach. We eagerly anticipate the opportunity to work together and create a lasting relationship that will contribute to a passion of continuing to grow and improve the region.

Sincerely,

The Langdon Group

Hannah Anderson, MURP, Project Manager
208-770-0500 | handerson@langdongroupinc.com

Bryant Kuechle, TLG Executive Director
208-739-3048 | bk@langdongroupinc.com

Contracting Individual

» Cory Baune, PE, Exec. Vice President
» 745 W Hanley Ave, Coeur d'Alene, ID 83815
» 208-762-8787
» cbaune@jub.com



Legal Status

» C – Corporation

Operating Facility

» Spokane Office: 999 W Riverside Ave, Ste 700 Spokane, WA 99201

The Langdon Group Confirms and Acknowledges...

» That no current or former employees of the participating Agencies have been employed by TLG or have served on the TLG's governing board within the past twelve (12) months.

» That TLG staff meets all minimum qualifications outlined in Paragraph 1.3 "Minimum Qualifications."

» That TLG will comply with all terms and conditions set forth in the RFP, unless otherwise mutually agreed to by the City.

Technical Proposal *Understanding of the City's Requirements*

THE LANGDON GROUP

TLG Overview

We design and conduct processes to help our clients, and their communities, collaboratively solve problems and implement solutions. When decision makers deliberately engage the public in an open and honest way, they earn the trust and valued input of interest holders. When a diversity of interests come together, communities are empowered to make better decisions.

Public Involvement

Effective, cost-efficient, innovative approaches have brought consistent project success to clients. We design public involvement programs that are specific to projects and embedded with fundamental principles. With TLG, these efforts become living and guiding documents used for reference throughout the life of a project and are intended to be flexibly updated to continually meet community needs.

TLG has over 20+ years of experience creating, designing, and innovating public workshops, open houses, community events, key stakeholder coordination, meeting facilitation and planning, and project material development.

Digital Engagement Strategies

In today's fast-paced world, digital and online engagement has become indispensable for effective communication and sharing information with the public. When developing a communication strategy, TLG combines traditional grass-roots outreach with digital and online efforts including social media, websites, and digital newsletters to reach a broader audience.

TLG also leverages online platforms to interact with stakeholders and collect valuable project feedback using programs like PublicInput.com and our proprietary program, 3P Visual, and is always looking for way to enhance classic surveys.

Situation Assessment

At project initiation, TLG is adept at conducting detailed situational assessments to identify key parties and seek out their core interests. We work closely with our clients to develop results-driven strategies with an eye towards innovation and efficiency.

Strategic and Graphic Communication

Projects often require a precise communication strategy. With this in mind, TLG employs professionals that offer deep experience in analyzing public perceptions, designing communication plans, crafting project messages, and delivering an overall project identity. These techniques are applied to the development of visual materials that are standout, unique, and informative.

Partnering

At TLG, partnering is a formal program to improve communications among people and organizations from different backgrounds or disciplines, enabling them to come together as a team. If managed well, the partnering process can improve project communication, clarify roles and responsibilities, and increase efficiency and quality while reducing costs, conflict, and exposure to litigation.

Comprehensive Proposed Approach, Methodology, and Work Plan

THE LANGDON GROUP

The TLG team is eager to work with the City of Spokane to meet your project needs. We have prepared the following Scope of Work based on the Project Description provided in RFP 6488-26 to illustrate a proven technical approach that we have applied to other similar successful public engagement efforts in the Northwest.

Kick-off Meeting

We will prepare for and facilitate a meeting with Spokane City Staff and other relevant personnel or representatives; *this will form the basis of subsequent monthly project meetings.* Discussion topics may include project objectives, protocols, schedule/milestones, expectations, deliverables and requirements, as well as a potential outline that will verify compliance with Idaho statutes. Discussion and approval of project branding (logo, colors, fonts) should also occur at this meeting.

Project Management Guide (PMG)/Public Involvement Plan (PIP)

We will prepare a PMG and PIP to serve as living documents to guide the project. The PMG will translate the tasks, deliverables, and schedule established in the contract documents and then provide additional guidance related to roles and responsibilities, communication protocols, quality control procedures, checkpoints, approval milestones, and other description necessary for optimal team coordination.

The PIP will also elaborate on the framework of the approved SOW, by providing a framework for each in-person meeting and potential locations, other engagement options, public information materials and tools, project talking points, and a communications protocol for the release of public information. The PIP will also include proposed project branding. The kick-off meeting discussions will serve as a basis for both documents.

Situational Assessment

Through an early situational assessment, we will develop a list of key stakeholders, interest groups and organizations that will need to be involved early on in the project. We will work with you and focus on specific groups and neighborhoods that are of high interest. This process can also support the development of an Community Advisory Committee to provide community perspective throughout the process. *Establishing a good working relationship EARLY will lead to effective engagement throughout the plan.*

One Engagement Meeting with Elected Officials and/or City Admin Staff

Early in the project we propose a facilitated discussion with City Staff, elected officials and pertinent parties regarding the format and direction of the project, as well as a review of issues identified to date (stakeholder interview results etc.). *This meeting will be critical for ensuring that outreach tasks are in alignment with City protocols, reflect shared values, and are effective in reaching all impacted members of the public.*

External Stakeholder Meeting and Preparation/Follow up

We will prepare for and facilitate an initial Community Advisory Committee (CAC) meeting to kick-off the project outreach. *With a balance of structure and flexibility, our team will establish an environment where people can discuss difficult topics, prioritize efforts, collaborate on ideas and implementation, and build consensus.* TLG will prepare an agenda and materials, informed by project history, goals, and objectives. Discussion topics may include the purpose of the project and it's benefit to the community, the role of the CAC, project objectives/schedule/milestones, and initial issue identification (challenges of growth, resource protection, fiscal sustainability, etc.) The CAC will also be consulted on plans for a public outreach event. TLG will document the meeting through minutes to capture feedback and key decisions made.

If desired, we will prepare for and facilitate a public open house to gather additional issues and describe the importance and function of the project. *Holding public meetings at key milestones will provide another opportunity for the project team and interested stakeholders to meet, inform and collaborate.* Just as important as the timing of these meetings is the location; we will work with you to identify the right places and times. We can also provide updates and formal presentations to already established groups such as the City boards and commissions and other local organizations. If an in-person event, boards, flip charts and maps will be used, along with display boards, comment cards, and presentation materials. If the event is online or includes a hybrid component we will create an online project hub and promote it through a series of pop-events, social media posts, the project website, etc.

Development of Survey and Collation of Responses

We can survey the public at key junctures in the project process; *the results will be presented in clear, comprehensive reports to inform the project team and deliverables.* These surveys can be done online and on paper, and are promoted through a variety of online outreach techniques. We will collaborate with staff to determine potential questions. Utilization of the City's website and social media sites, as well as the social media/ websites of surroundings communities, will be critical to reaching the public. Our team is skilled at identifying diverse promotion strategies to help all interested and affected community members access the survey and provide feedback. Our GIS and LEP team will provide bilingual content and mapping tools to give the public a quick, convenient way to provide feedback through a user-friendly online format.

Presentation at City Council Committee Meeting

The consultant team will meet with the relevant City Officials (Council, Planning & Zoning, etc.) to provide an update on project progress and solicit their expectations for the project and any specific issues and concerns. *Our presentation will focus on highlighting key tasks, findings, and how public feedback was incorporated into deliverables in order to assist Council in making informed decisions.* We will provide relevant materials ahead of time, in the format of a memo or agenda packet appendices to help decision makers prepare to digest and respond to any necessary items.

Creation of Necessary Literature (i.e. Newsletter and/or flier)

Our team will work to verify consistent, relevant messages are used in all literature and public facing materials. Materials will inform the community of the projects goals, purpose, schedule, opportunities for public feedback, and anticipated impacts, as well as providing contact information for interested parties to reach out to provide direct feedback. Project fliers and newsletters can include a QR code and web address to direct the public to an online project website, as well as the public survey(s). From television to newspaper to radio, outreach materials will be crucial to informing the public of project progress and outreach events.

Stakeholder Coordination

We will become an extension of your team, and we can provide a buffer between you and the public. We will be available to be the primary contact for all stakeholders and respond to their needs and comments received by email, phone, social media, or direct contact. We will track and record all stakeholder feedback and provide reports to your team, so everyone is kept in the loop. One-on-one accessibility and engagement is key to our public involvement approach. This helps build trust and lasting relationships with stakeholders—relationships that will last through implementation of the plan.

Proactive, Ongoing Project Management and Administration

Our project managers excel at setting and adhering to scopes and schedules which will produce deliverables in a manner that is thorough and efficient, while ensuring incorporation of community priorities and perspectives. At the start of any planning project, our team will work with the City to create understanding of the involved tasks and then develop a detailed SOW with technical assumptions that will determine a complete operating budget. We begin our process by working closely with the City at Kickoff to identify and define roles and responsibilities in coordination with the scope, schedule, and budget. Throughout the project, our team relies on those roles to maintain consistent communication, affording our team the ability to incorporate flexibility and proactive response, whether presented with a scheduling challenge or opportunity to maximize project outcomes.

Project Schedule

An estimated project schedule with completion dates for elements of work and deliverables is provided on page 5.

City Staff Involvement

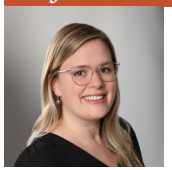
Our working style is collaborative in nature, taking our cues from your Staff's guidance along each step of the way. *We will work closely with you in crafting project goals, outcomes, meeting agendas, inviting key stakeholders into the process, and in reviewing and refining project deliverables.* We are well-equipped to take a "lead" role in project management, or just as happy to play a supportive role, acting as a consultant or sounding board to provide guidance to City Staff as requested.

Management Proposal *Firm & Staff Experience*

THE LANGDON GROUP

Primary Responsibility & Authority for the Work

Hannah Anderson, MURP
Project Manager, Public Involvement Lead



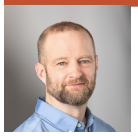
IAP2 | 10+ Yrs. Exp. | ***20% Available***

Duties/Responsibilities/Quals: Hannah is an innovative project manager with experience in public involvement, facilitation, and strategic planning. With over ten years of experience working with communities and decision-makers across the Northwest, she excels at designing tailored engagement strategies and guiding collaborative processes. Her background in communication, urban planning, and graphic design supports her ability to translate complex information and foster meaningful stakeholder dialogue. Hannah has led projects of varied scope, scale, and geography, strengthening her creative problem-solving and insight. She is known for balancing big-picture thinking with attention to detail and for identifying mutual outcomes through her natural talent for human connection.



Key Staff Assigned to the Work *(Minimum Qualifications documented by "Yrs. Exp." below and evidenced by detailed experience in Appendix: Resumes)*

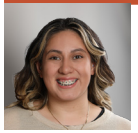
Bryant Kuechle
Executive Director, QA/QC



IAP2 | 20+ Yrs. Exp.
20% Available

Duties/Quals: Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager/public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

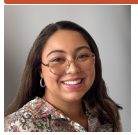
Tracy Ortiz
Public Involvement Support



TLG Limited English Proficiency Lead (LEP) 4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Tracy is a public involvement professional who excels in collaborative environments and builds strong connections with communities. As a first-generation Mexican American and fluent native Spanish speaker, she bridges communication gaps for Spanish-speaking stakeholders. She is passionate about people and service, with experience supporting projects of various scales that strengthen and improve local communities.

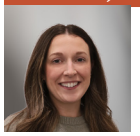
Angela Singleton, MPA
Public Involvement Support



4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators. Her background in natural resource management and community outreach/engagement has helped her master listening to understand. Angela approaches new relationships with an open mind and eagerness to engage with all interested parties. She is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

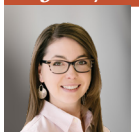
Breanna Howe
Planner, PI Support



5+ Yrs. Exp. | ***20% Available***

Duties/Quals: Breanna is a long-range planner and public involvement specialist with five years of experience across the planning field. She excels at stakeholder engagement and translating complex information into clear, actionable plans. Skilled in developing long-range planning documents and guides, including Nampa Idaho's Citizen's Guide to Planning, Breanna focuses on collaborative processes that produce accessible, meaningful planning outcomes for clients and communities.

Jennifer Fowler
Digital/Visual Comm., PI Support



IAP2 | 16+ Yrs. Exp.
20% Available

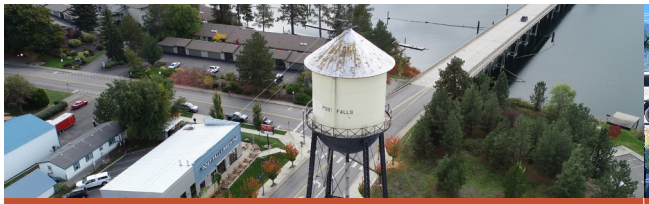
Duties/Quals: Jennifer has over a decade of experience in communication, public engagement, and mediation, supporting projects ranging from environmental policy to infrastructure and master planning. She brings experience in outreach strategy, digital communication, and collaborative processes, strengthened by skills in graphic design, photography, and videography. Jennifer creates clear, engaging materials that translate complex information and support innovative, visually driven public involvement.

TLG commits that all staff identified in this Proposal will perform the assigned work, and any substitutions will only occur with the City's prior approval. ***Resumes for the above personnel are included in Appendix: Resumes*** in accordance with the two-page limit.

Firm Contracts During the Last 3 Years with References

THE LANGDON GROUP

To illustrate our Firm's relevant experience and our ability to successfully perform the services outlined in this RFP, we have provided a summary of recent engagements completed over the past three years. ***These examples reflect the scope, complexity, and quality of work that align closely with the requirements of this project.*** Included are contract details and key client contacts, along with select references that offer a brief overview of the services delivered. Together, these experiences highlight our commitment to excellence and our track record of delivering dependable, high-quality support.



Transportation Master Plan
City of Post Falls (2023-Current)

Work Accomplished: J-U-B ENGINEERS, Inc., TLG's parent company, developed a new TMP featuring traffic analysis for 80 intersections and 25 roadway segments. Conditions for 2023, 2030, 2035, and 2045 were evaluated to identify capital improvement projects. New signal timing plans for 33 signals, including two coordinated corridors, will be implemented in Spring 2024. Inclusive, innovative public involvement led by ***TLG, including staff from this proposal, made certain community needs were accurately represented*** through online surveys, 3P Visual web mapping, stakeholder interviews, advisory meetings, open houses, and strong relationship-building.

Contact: Rob Palus, City Engineer, 208-773-4235, rpalus@postfalls.gov



Rathdrum City Hall Campus
City of Rathdrum (2023-2024)

Work Accomplished: The City of Rathdrum, ID, contracted with Architects West (AW) and J-U-B ENGINEERS, Inc. (J-U-B) to design a new City Hall for the future development of the community. The design plan was developed to assist in the further development of the campus and open space system within the city. It identified the general distribution of amenities that will provide recreation facilities and activities for a broad range of ages, interests, and abilities. ***TLG designed and led a robust public engagement strategy for this effort*** including in-person events, meeting facilitation, educational materials, stakeholder interviews, thorough process summaries.

Contact: Leon Duce, City Administrator, 208-687-7251, lduce@rathdrum.gov



Yakima River Canyon
Bureau of Land Management (2014-Current)

Work Accomplished: ***TLG implemented a multi-faceted public involvement strategy***, including a situational assessment among a diversity of interests to identify preferences/ideas for how the new acreage can balance recreation demand while maintaining a healthy ecological environment; a series of listening sessions in regional communities, on site at canyon recreation sites, and in Seattle where many recreationists originate from; and an online story map, allowing the public to attach feedback to an interactive map. Future work will include agency partnering meeting facilitation among the many local, state, and federal agencies with presence in the canyon.

Contact: Jon Meier, Assistant Field Manager, 509-665-2100, blm.or.wn.mail@blm.gov

Other Relevant Projects	Contract Period	Contact
Nampa Stormwater Outreach and Education Program	2010-2024	Kyle Schab, 208-468-4413, schabk@cityofnampa.us
College Place Safety Action Plan	2023-2024	Robert McAndrews, 509-394-8526, rmcandrews@cpwa.us
Lewiston Community Park	2023-2024	Tim Barker, 360-473-5428, tim.barker@ci.bremerton.wa.us
Wallace Comprehensive Plan	2024-2025	Emma Marlow, 208-752-1147, emma.marlow@wallace.id.gov
College Place Comprehensive Plan and Climate Element	2025-2026	Jon Rickard, 509-394-8524, jrickard@cpwa.us
Sandpoint Downtown Revitalization Plan	2025-2026	Erik Bush, 208-946-2062, ebush@sandpointidaho.gov
Orofino Downtown Revitalization Plan	2024	Donna Wilson, 208-476-4725, citytreasurer1905@outlook.com
Wilder Reuse Bond Election	2024-2025	Chelsea Johnson, 208-482-6204, cjohnson@cityofwilder.org
Bower's Field Master Planned Business Park	2023-2024	Stephen McFadden, Port of Pasco, 509-547-3378, smcfadden@portofpasco.org

The Langdon Group has not experienced any contract termination for default within the past five (5) years. No notices to stop performance, allegations of non-performance, or performance-related disputes resulting in default have occurred during this period.

Cost Proposal *Detailed Est. Schedule / Budget for an Example Project*

THE LANGDON GROUP

Task	Phases & Est. Completion Dates			Deliverables	Hourly Rates						Total Cost
	P1	P2	P3		Hannah A.	Bryant K.	Tracy O.	Angela S.	Breanna H.	Jennifer F.	
					$178	$247	$148	$148	$148	$178	$48,000
Kickoff Meeting	4/1			» Meeting Agenda, Minutes							$4,000
PMG & PIP	4/15			» PMG, PIP							$3,000
Situational Assessment	5/1			» Stakeholder Interview Guide » Situation Assessment Summary Report							$8,000
Engagement Meeting with Electeds and/or City Staff	5/15			» Meeting Agenda, Materials, Minutes							$4,000
External Stakeholder Meeting		6/1		» Meeting Agenda, Materials, Minutes							$8,000
Public Survey		6/30		» Online Web Hub » Online/Paper Public Survey » Survey Summary Report							$3,000
City Council Presentation			7/10	» Memo & Council Packet » Presentation Materials » Follow-up Communication & Materials							$2,000
Creation of Materials		6/1		» Project Flier, Newsletter, Mailers							$3,000
Stakeholder Coordination	Ongoing			» Stakeholder Contact Info & Comment Database							$3,000
Project Management & Administration	Ongoing			» Regular Project Team Meetings with City Staff » Invoices							$10,000

Appendix: Resumes

THE LANGDON GROUP

Hannah Anderson, MURP

Project Manager, Public Involvement Lead – Spokane, WA



Hannah is a bright and innovative project manager with expertise in public involvement, facilitation, and strategic planning. She brings a strong understanding of collaborative processes and is adept at curating strategies for engagement based on a project's needs. Hannah has over 10 years of experience in engaging communities and decision-makers throughout the northwest, ranging from rural to urban locations. Her experience leading and coordinating projects which are diverse in both scope and scale, as well as geographic location, has nurtured her ability to provide valuable insight and creative problem solving. Her background is the ideal combination of public involvement, communication, urban planning, and graphic design. Hannah is especially skilled at engaging stakeholders in meaningful discussion and identifying opportunities for mutual outcomes through her natural aptitude for human connection. She brings strength through maintaining a grasp of the big picture while paying necessary attention to the fine details.

RELEVANT PROJECT EXPERIENCE

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025)
The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Hannah designed and led the public involvement approach for this project including stakeholder interviews, public on-site events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Priest River Watershed Group | Priest River, ID (2024-current)
Trout Unlimited contracted TLG to act as a neutral third-party in facilitating their collaborative group, comprised of diverse community perspectives. Hannah leads this effort through facilitation of monthly steering committee meetings, stakeholder coordination, conflict resolution, and guiding the group through establishing a Strategic Plan, Work Plan, and ultimately a Restoration Plan.

Safety Action Plan | College Place, WA (2024-2025)
The City of College Place, WA is developing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Hannah designed and led the public involvement strategy including a situation assessment, stakeholder coordination, informational materials, and onsite public events.

Transportation Master Plan | Post Falls, ID (Current)
The City of Post Falls, ID has contracted with J-U-B ENGINEERS, Inc. (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional

Education

M.S. Urban and Regional Planning – *Emphasis in Community and Economic Development |*
Portland State University | 2020

B.A. Design Management, Minor in Sustainability | Arizona State University | 2015

A.A. Degree | Clark College | 2013

Work History

Community and Economic Development Planner | The City of Wood Village, OR | Hatfield Resident Fellowship | 2020-2021

Fellowships Program Coordinator
Portland State University
2018-2020

Land Use Planning Intern
Mackenzie Architecture
Summer 2019

Voucher Specialist 1
Vancouver Housing Authority
2015-2018

Professional Affiliations

International Association for Public Participation (IAP2)
Intermountain Chapter Member

American Planning Association (APA) Member

Leadership Coeur d'Alene | Coeur d'Alene Chamber of Commerce | Class of 2022

Hatfield Public Service Fellow Alumni | Class of 2020

Certifications

IAP2 – Planning for Public Participation

Housing Choice Voucher Specialist, certified via Nan McKay, 2016

Mental Health First Aid Responder, certified via National Council for Behavioral Health, 2018

Pursuing American Institute of Certified Planners (AICP) Certification

needs and connectivity. Hannah curated a specialized public involvement plan for this project and will lead the public involvement effort including establishing and maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, WA (2023)
The Port of Pasco, along with JUB Engineers, Inc., developed a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Hannah lead the public involvement effort through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Key outreach included stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations.

National Resource Conservation Service Watershed Projects | (Current)
J-U-B provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Strategic Plan CDA Area Economic Development Corporation| Coeur d'Alene, ID (2023 - 2026)
The CdA EDC is voting Board comprised of local leaders (in both business and civic affairs) whose collective goal is to support economic success and vitality of the Coeur d'Alene and Kootenai County Area. In Spring 2023, Hannah lead the group through a strategic planning process which included review and revision of the groups Vision, Mission Statement, and Goals. Through this collaborative process, she helped the group identify specific key objectives, and metrics for measuring success. Amidst a changing leadership and evolving community needs and market factors, Hannah facilitated the group again in 2026, to reevaluate the group's role, vision, values, and strategic plan.

Wild Horse and Burro Advisory Board | Federal (Ongoing)
Provides facilitation and support for the National Wild Horse and Burro Program Advisory Board and multi-day BLM State Leads meetings. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. The recommendation crafting process and public interest/comment are key component to successful meeting management. State leads meetings bring in all Wild Horse and Burro Program team members from Washington DC, 10 western states and the Eastern States Region to collaborate on key decisions regarding policy, regulations, budget, communication, staffing and research.

PL566 Watershed Projects | Multiple Projects (Ongoing)
J-U-B ENGINEERS, Inc. (J-U-B) provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Wastewater System Improvements| Rosalia, WA (2021-2022)
The Town of Rosalia has contracted with J-U-B ENGINEERS, Inc. (J-U-B) for improvements to the wastewater system. Hannah supports this project by providing public outreach and education to support the requirements from the Washington State Department of Ecology through a variety of in-person and virtual public education and outreach tools. Each month she produces a unique poster which highlights a theme related to public impact on water quality.

Bryant J. Kuechle

Executive Director and Quality Control | Boise, ID



Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager and public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

RELEVANT PROJECT EXPERIENCE

Urban Waters Stormwater Program – Nampa, Idaho | Environmental Protection Agency (2015-2024). Indian Creek, which flows through Nampa, Idaho, is a tributary of the Snake River. EPA has awarded the City of Nampa two grants, a small Urban Waters grant and a Special Project Environmental Justice Grant to develop a public education and outreach campaign on stormwater management focusing on the Hispanic community (the Boise/Nampa/Caldwell area is home to one of the fastest-growing Hispanic populations in Idaho). The Langdon Group was selected by the EPA to manage Nampa's Stormwater Program Team in working to increase the community's awareness and participation concerning stormwater impacts on water quality in Indian Creek and other local water bodies. Bryant and his team are working closely with the City and community members to facilitate an advisory committee and implement community lead programs including youth educational programs, demonstration rain garden, informative videos, Hispanic community engagement, educational materials and interpretative signage.

Downtown Connectivity Study | Richland, Washington (2019-2020). The purpose of this Downtown Connectivity Study is to advance the City Council's vision for a pedestrian-friendly waterfront and downtown, while maintaining or enhancing the vehicular travel flow through downtown. TLG developed a public involvement process including a Community Advisory Committee, business owner workshops, public open house and survey to develop, evaluate and prioritize street improvements and enhancement features in the area of George Washington Way between Williams Boulevard and Bradley Boulevard. Ultimately the findings and recommendation will be presented to City Council for selection of a publicly supported preferred approach.

Richland North-South Travel Capacity Study | Richland, WA | City of Richland Public Works (2019-2020). The City of Richland (City), as lead agency among a partnership including the City, Benton County, City of West Richland, and the Washington State Department of Transportation (WSDOT), contracted with J-U-B Engineers Inc. and TLG to evaluate and compare the potential benefits of improvements in at least three distinct corridors providing north-south connectivity. This process also involved a public involvement process design and implementation, travel demand modeling, and street system operation analysis, concluding with a final summary report of processes, findings and recommendations to present to the partnership agencies. During these outreach efforts, TLG identified stakeholders, gathered input and provided conflict resolution services with a variety of stakeholders to understand their concerns and issues

Registrations and Positions

Roster Specialist | US Institute for Environmental Conflict Resolution

Advisory Board | University of Idaho McClure Center for Public Policy Research

Advanced Practitioner Team Steering Committee | Oregon Consensus, National Policy Consensus Center (2015-2016)

Leadership Council | ACR Environment and Public Policy Section (2006-2008)

Education

M.A., Communication
Washington State University | 2002

B.S., Journalism/Mass Communication
University of Idaho | 1998

Certifications and Awards

Top 40 under 40 | Idaho Business Review, 2015

Contributing Author | Environmental Conflict Management, 2014

NCI Charrette Systems | National Charrette Institute, 2015

The Mediation Process | CDR Associates, 2007

Systematic Mediation Strategies |Pepperdine University, 2005

Public Participation Certification | IAP2, 2004

Work History

The Langdon Group
Boise, Idaho | 2005-Present

Idaho Transportation Department
Boise, Idaho | 2003-2005

Continental Basketball Association
Boise, Idaho | 2001-2003

Washington State University
Pullman, Washington | 2000-2001

US Forest Service
Lowman, Idaho | 1997-1998

Lewiston Morning Tribune
Lewiston, Idaho | 1997-1998

related to the study. TLG facilitated the Technical Advisory Committee, public meetings and managed the public survey.

Rachel Road Alignment Study | Richland, Washington (2016-2017). TLG was selected through a competitive process to lead a roadway alignment study through an environmentally sensitive nature preserve in the Tri-Cities. As Project Manager, Bryant conducted a situational assessment of stakeholders, organized and facilitating regular Community Advisory Committee (CAC) meetings, organized and facilitated public meetings at key project milestones and worked with the CAC to reach consensus on a publicly supported preferred alignment for recommendation to the Richland City Council. The recommendation was unanimously approved. This project involves a history of controversy surrounding the potential connection of two roadways with a heightened level of interest from area conservation and neighborhood organizations. TLG helped answer the question: How does the community maintain and potentially enhance the natural benefits of a nature preserve while providing roadway connectivity and sufficient emergency access to a new school and surrounding neighborhoods? Kennewick School District Superintendent, Dave Bond said the following about the process: *"Thanks again for your leadership in working with the CAC and developing a process that reached a recommendation for the Richland City Council. You did a great job of bringing varied interests together to achieve the goal of finding a road alignment that most could support."*

Groundwater Impacts Best Management Practices for Unsewered Subdivisions | Idaho Department of Environmental Quality (2023-2024). The IDEQ Groundwater Program is initiating a project designed to help protect groundwater used for drinking water from impacts due to subdivisions with individual subsurface sewage disposal systems. The objectives of this project include providing consistent information to local governments responsible for land use planning so they can make more informed decisions regarding subdivision development and developing best management practices (BMPs) that prevent significant degradation of groundwater quality. Bryant and hist team contracted to provide situational assessment and facilitation services to identify regulatory issues and concerns at multiple levels of government, and drafted BMP's and guidance for potential policy change.

Intersection Traffic Study | Spokane International Airport (2014-2015). The Airport Drive Couplet and Spotted Road provide direct access for both freight and passengers to and from the Spokane International Airport and Airport Business Park. Previous studies have identified that the intersections of Inbound and Outbound Airport Drive at Spotted Road have a high accident severity rate. This study evaluates the intersection for additional safety and capacity improvements for short, intermediate and long term needs. Bryant managed coordination and communication with the key stakeholders and the general public. This featured key stakeholder meetings with nine different agencies or businesses with specific interest in the improvements early in the process; Newsletter and E-Newsletter communication; media outreach; door-to-door meetings throughout the project area with 30 impacted property owners and businesses; information stations in each airport concourse; a public open house and facilitation of the steering committee that ultimately used the public input to select a preferred alternative for airport commission approval.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-2025). The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Bryant and his team facilitated a series of targeted, small group conversations and multiple public listening sessions at key locations throughout the project area, including multiple over the 4th of July weekend in the canyon to capture the impacted public where they are. In 2025 he lead a series of intergovernmental workshops to identify collaborative and widely supported preferences for the future last use that will inform the eventual NEPA alternatives.

Tracy Ortiz

Public Involvement Support – Spokane, WA



Tracy is a public involvement professional who thrives in spaces where she is given the opportunity to collaborate with others. Her strengths come from her ability and desire to connect with others. As a first generation Mexican American, Tracy understands that communication, listening, and understanding are key to developing relationships and bridging gaps between communities in both English and Spanish. She is a fluent native Spanish speaker who is always capable and ready to translate and create opportunities for primary Spanish speakers to participate in public outreach. She is passionate about people, community, and service. Tracy has experience working on projects of various levels and sizes that benefit and improve local communities.

Education

B.S Political Science,
Focus on International Relations
Minor in History
Indiana State University | 2020

Work History

The City of Moscow
Capital Improvement Admin
Moscow, ID | 2021-2022

Cabello Associates
Community Outreach Consultant|
Elkhart, IN | 2020-2021

Lippert Components
Engineering Administrative Intern|
Elkhart, IN| 2017-2020

Languages

Spanish
Mastery Level Spanish
Proficiency in reading, writing, translation, and interpretation

RELEVANT PROJECT EXPERIENCE

Internal and External Written Translation and Verbal Interpretation Services| (Ongoing)
Tracy is the lead translator for J-U-B ENGINEERS, Inc., and its subsidiaries, The Langdon Group and Gateway Mapping, Inc. She works alongside project managers on projects of diverse sizes, geological locations, and project types to provide Spanish translations and interpretation. She translates various project materials such as flyers, letters, social media posts, comments, and surveys. Tracy also provides consultation on best practices for diverse and minority communities.

Idaho Department of Water Resources and Idaho Soil and Water Conservation Commission Proposed Integration, Idaho Department of Water Resources| ID (2025)
Tracy worked alongside the project manager to provide support for the proposed integration strategy of the Idaho Soil Water Conservation Commission into the Idaho Department of Water Resources. Through this process she has assisted the project manager in over 40 stakeholder interviews, general survey development, facilitation of a strategic planning workshop for over 20 participants, and assisted in the development of a recommendation document that will be shared with Idaho Legislatures.

Waste Water Revenue Bond | Wilder, ID (2024)
The City of Wilder, ID identified a funding opportunity through the Idaho Department of Environmental Quality (IDEQ). The funding opportunity is a loan from IDEQ that (if awarded to the City) will include up to approximately $4.9 million in loan funds that must be repaid, but also includes up to $5.9 million in principal forgiveness (meaning the City will not be obligated to repay this sum). City residents had the opportunity to decide whether the City will pursue this funding opportunity through a Special Municipal Bond Election. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Safety Action Plan | College Place, WA (2024)
The City of College Place, WA developed a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Tracy worked alongside the public involvement lead to conduct the situation assessments, stakeholder coordination, develop messaging and materials, assist with onsite public events, translate materials into Spanish, and provide Spanish interpretation.

Priest River Watershed Group; Sandpoint, ID (2024-Current)
Trout unlimited contracted with TLG to facilitate the PRWG monthly meeting, provide internal and external stakeholder coordination, logistical support, strategic planning and document development, and process guidance. Tracy provides the lead facilitator with support by taking notes, coordinating stakeholders, creating meeting agendas and PowerPoints, and distributing relevant materials to the stakeholders.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-current).
The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon, which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Tracy supported her team with developing and implementing a public involvement strategy to help inform future BLM management at existing sites and newly acquired lands. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, ID (2023-Current)
The Port of Pasco is developing a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Tracy is supporting the public involvement effort for this project through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations, will be integral tasks. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Transportation Master Plan | Post Falls, ID (2023-2025)
The City of Post Falls, ID has contracted with J-U-B Engineers (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional needs and connectivity. Tracy aided in curating a specialized public involvement plan for this project and will support the public involvement leads efforts in maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Angela Singleton, MPA

Public Involvement Support – Kennewick, WA



Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators.

Angela's background in natural resource management and community outreach and engagement has helped her master listening to understand. She approaches every new relationship with an open mind and eagerness to engage with all interested parties. Angela is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Angela supports the planning team by engaging stakeholders, developing clear informational materials for the public, providing project updates, and gathering community feedback throughout the process.

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025) The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. Desired benefits of the Port's ownership and pursuit of this project include increased job opportunities within Oakesdale, support for the local economy and tourism, and preservation of this historic landmark. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Angela conducted the public involvement tasks for this project including stakeholder interviews, hosting public on sight events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Drought Management & Infrastructure Plan Task Force | Uncompahgre Valley Water Users Association, Colorado (2024-2025) The Langdon Group organizes and facilitates a Task Force of interested stakeholders whose purpose is to provide insight and feedback as the Uncompahgre Valley Water Users develop a localized drought contingency plan to submit to the Bureau of Reclamation. Angela provides meeting minutes and online support to participating Task Force members. The work plan focuses on drought monitoring, community vulnerabilities and impacts of drought, for the purpose of developing and prioritizing mitigation and response actions that help build a more resilient

Education

M.S. Public Administration – *Emphasis in Environmental Policy*
University of Oregon | 2022

B.S. Environmental Science and Management, *Minor in Sustainability*
Portland State University | 2020

Work History

Project Associate,
The Langdon Group
2024-Current

Energy and Resiliency Specialist,
Farmers Conservation Alliance
2023-2024

Rural Energy Coordinator,
AmeriCorps Member
Oregon Department of Energy
2022-2023

Equity and Inclusion Intern,
Multnomah County Sheriff's Office
Summer 2022

Certifications

University of Oregon – Environmental Conflict and Dispute Resolution Graduate Certificate

Texas A&M – Nonprofit Career Development Certificate

Professional Affiliations

Roster Practitioner – Environmental Protection Agency (CPRC)

Planning Association of Washington (PAW) Member

Resource Assistance for Rual Environments (RARE) AmeriCorps Member Alumni | 2022/23

community. The Task Force is made up of a wide range of interests including farmers and ranchers, conservation groups, federal and state agency, county, and municipal representatives.

Safety Action Plans | Washington + Oregon (2024-2025) J-U-B Engineers and The Langdon Group supported the City of Umatilla, OR and College Place, WA, in designing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Angela worked alongside the public involvement lead to conduct the situation assessment, stakeholder coordination, develop messaging and materials, assist with onsite public events, and maintain a public comment database.

Natural Resource and Conservation Service (NRCS) Small Watershed Improvement Program (PL-566) |NRCS and Navajo Nation Tribal Engagement (2024/2025) Angela is assisting the NRCS and Navajo Nation (Arizona and Utah) to develop critical water improvement projects to assist the Navajo Nation with water resources and infrastructure to improve the quality of lives of Tribal members.

National Wild Horse and Burro Advisory Board | Bureau of Land Management (2024-2028) Angela is part of the facilitation team for the National Wild Horse and Burro Program Advisory Board. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. Angela provides meeting support such as meeting minutes, technical support, and public comment facilitation. The recommendation crafting process and public interest/comment periods are key components to successful meeting management.

Harney Basin Groundwater Rule Making | Oregon Water Resources Department (2024-present). Angela is supporting the National Policy Consensus Center (NPCC) and working directly with OWRD to provide impartial third-party facilitation services for the OWRD Division 512 rulemaking in the Harney Basin. Angela is tasked to meaningfully engage, coordinate, time manage and guide the Rules Advisory Committee towards goals identified for the rulemaking, while being mindful that rulemaking is a legal process where decision-making authority rests with OWRD and the Oregon Water Resources Commission. Through this process Angela is building relationships with all parties including farmers, special interest groups, law makers, and concerned citizens to bring their issues and concerns to the conversation with the goal of finding win-win solutions that will reduce water usage through changing practice, water rights retirement, and the Conservation Reserve and Enhancement Program (CREP), while maintaining agriculture as a viable component of the regional economy.

Energy and Resiliency Development Specialist | Farmers Conservation Alliance (2023) Angela supported irrigation communities in the development of renewable energy projects by tracking development timelines, preparing funding applications, documenting communication and decisions, and preparing communication materials for a range of audiences. She also managed partnerships between Tribal governments, state and federal agencies, and advocacy groups as well as relationships with local governments and community members.

Rural Energy Coordinator (AmeriCorps Member) | Oregon Department of Energy (2022) Angela served as a liaison in Eastern Oregon between state and local governments, Tribes, businesses, and residents across eight counties (Morrow, Umatilla, Union, Wallowa, Grant, Baker, Harney, Malheur). She led outreach and engagement efforts and supported program delivery for energy efficiency incentives and community resiliency planning. Angela built relationships and aligned state and federal funding with community needs.

Equity and Inclusion Intern | Multnomah County Sheriff's Office (2020) As a member of the Wellness Committee, Angela was tasked with researching and reporting on the best practices of comparable Sheriff Offices' wellness programs. The information shared to the wellness committee was used to support and justify the Committee's requests to the Sheriff. Angela also compiled and created learning materials for the ongoing development of the equity and inclusion self-guided learning resource page for all staff.

Breanna Howe

Planner and Public Involvement Support – Boise, ID



Breanna is an experienced long-range planner and public involvement specialist, with 5 years of experience spanning all aspects of the planning field. Skilled in public and stakeholder engagement and translating complex information into clear and actionable plans and guides.

Recognized for problem solving, effective communication, and striving for excellence. She is proficient in developing and implementing long-range planning documents, specific area plans, and informational guidelines, including Nampa's Citizen's Guide to Planning. Her focus lies in collaboration with stakeholders, to develop and implement meaningful long range planning documents and easily accessible information for clients and the public.

Education

Master of Public Administration
State & Local Government Emphasis, Boise State University | 2020

Bachelor's in Criminal Justice
Minor in U.S. History, Boise State University | 2016

Certifications and Awards

Non-Profit Administration,
Boise State University | 2020

Work History

The Langdon Group, Project Associate
Boise, Idaho | 2026

City of Nampa, Senior Long-Range Planner,
Nampa, Idaho | 2020 – 2026

KEY PROJECT EXPERIENCE

Nampa 2050 Comprehensive Plan | City of Nampa, Idaho
Managed the public outreach process for the City of Nampa Comprehensive Plan update, including workshop facilitation, community events, pop up style events, as well as media outreach, online survey development, and ongoing community outreach to engage stakeholders on the vision for the City of Nampa. The plan focused on providing a roadmap for city and community leaders to address growth and its impact on quality-of-life issues. The plan update will provide guidance for sustainable development in the city of Nampa based heavily on the extensive public engagement completed.

State Highway 16 Specific Area Plan | City of Nampa, Idaho
Assisted in developing a specific area plan around a key new, north-south connection in eastern Nampa and Canyon County. The plan was complete with stakeholder engagement, future land use map updates, place-making, and transportation planning component recommendations. This specific area plan served as an amendment to Nampa's Comprehensive Plan. The State Highway 16 SAP planning team won the Western Planner Kenneth G. Waido Award for Planning Team of the Year.

Southwest Nampa Specific Area Plan | City of Nampa, Idaho
Developed a transportation and land use focused specific area planning document around a key growth area for the City of Nampa. Completed a public involvement process for public comment and feedback including one on one stakeholder meetings and both in person and online public open houses. Navigated a difficult public hearing process for adoption.

Citizen's Guide to Planning | City of Nampa, Idaho
In collaboration with the Nampa Mayor's office, the Planning and Zoning Department developed a magazine and video series aimed at educating citizens on planning principles and theory. The project successfully transformed complex planning processes into a user friendly, informational guide, to assist with better community engagement for current and future planning projects in Nampa. The project won an Association of Idaho Cities Award and American Planning Association Idaho Chapter Award for public engagement.

The Downtown Plan | City of Nampa, Idaho
Assisted in developing a market driven implementation plan for key downtown projects. The project included refining downtown goals, objectives, and strategies, along with meeting facilitation with various downtown stakeholder groups and individual business owners. The plan won the 2025 American Planning Association Gem Award.

Jennifer N. Fowler

Digital & Visual Communication Strategist,
Public Involvement Support – Salt Lake City, UT



Jennifer has over a decade of experience working in the communication, public engagement, and mediation field. She has managed and facilitated public engagement and collaborative processes as well as developed visuals on a variety of projects including environmental policy projects, municipal bonds, master plans, construction, and infrastructure projects.

On projects, Jennifer can offer her experience with public engagement, outreach strategy, digital communication, graphic design, program implementation, and collaboration efforts. Jennifer is an award-winning photographer and regularly utilizes her abilities in photography, graphic design, and videography to create engaging materials that help support and enhance project messaging and public understanding. From taking complex information and displaying it graphically to designing interactive engagement mechanisms, Jennifer's experience with public outreach projects of all sizes combined with her ability to create "outside the box" methods of reaching and engaging the public provides any effort with a unique, innovative, and visual approach.

Education

B.A., Communication
Minor in Anthropology
Westminster College | 2010

Professional Training

International Association for Public Participation (IAP2), Foundations in Public Participation Training

40-Hour Mediation Training, Utah Dispute Resolution

Professional Affiliations

International Association for Public Participation (IAP2)

Intermountain Chapter - Utah State Representative |2012-2014

Work History

Digital & Visual Communication Strategist
The Langdon Group
Salt Lake City, Utah | 2021-Current

Project Associate
The Langdon Group
Salt Lake City, Utah | 2014-2020

Project Coordinator
The Langdon Group
Salt Lake City, Utah | 2010-2014

Program and Event Coordinator
Utah Section Professional Golfers Association
Salt Lake City, Utah | 2006-2010

DIGITAL AND VISUAL PROJECT EXAMPLES

Idaho Falls Public Outreach Planner (POP) – Idaho Falls, ID | City of Idaho Falls (2023) In late 2022, the City of Idaho Falls identified a need to effectively plan and implement public outreach activities on City projects. Based on previous experience creating a customized Public Outreach Plan (POP) for the Utah Department of Transportation and the Idaho Transportation Department, The Langdon Group was selected to facilitate a development process and design a POP website and workbook for Idaho Falls. The Idaho Falls POP will be a tool for analyzing, quantifying, identifying tools and resources, and tracking public outreach needs, which will ultimately lead to appropriate and efficient project management. Jennifer developed a POP style and branding for use on the website and designed an interactive PDF workbook to track and plan public outreach activities.

TransPlan50 – Utah County Metropolitan Area | Mountainland Association of Governments (2022 – 2023) Jennifer supported the public involvement efforts for the 2023 update of MAG's Regional Transportation Plan (RTP). She conducted key person interviews to identify areas for communication improvements with MAG stakeholders. Jennifer also created a TransPlan50 logo, style guide, collateral materials, and graphics for the new RTP interactive website.

SVSD Style Guide and Branding – South Salt Lake County, UT | South Valley Sewer District (2022) In 2022, South Valley Sewer District hired The Langdon Group to create a style guide and design updated administrative templates and collateral using their already established logo. Jennifer led the effort to create a vector-based logo, develop a company style guide, and design a series of templates for use internally and externally (email signature, SVSD invoice, presentation template, letterhead, fliers, etc.). She was also tasked with updated the reclamation facility brochure that is handed out during site tours.

Butte Priority Soils Operable Unit Community Engagement – Butte, MT | Atlantic Richfield Company & Butte-Silver Bow (2020 - 2023) Atlantic Richfield Company (AR) and Butte-Silver Bow (BSB), have committed to design, build,

operate and maintain the remedy for abandoned mining sites and historic mining wastes in Butte, Montana. As part of the remedial and clean-up actions, community outreach and public engagement was required to gain understanding and buy-in to the clean-up plan and implementation. Jennifer created a project brand and style guide for the BPSOU project, created a comprehensive Community Engagement Plan and is designing and producing engaging public outreach materials including social media graphics, fliers, postcard mailers, maps, presentations, and open house display boards.

Deer Creek Intake Project Community Outreach – Deer Creek Dam, UT | Provo River Water Users Association (2020 – Ongoing) The Langdon Group is leading the Community Outreach for the Provo River Water Users Association (PRWUA) large scale project to make improvements to aging infrastructure at Deer Creek Dam and Reservoir. One out of every two Utahns use water from the reservoir for municipal, industrial, and agricultural purposes, requiring a large-scale public engagement strategy to guide PRWUA through the project development cycle. Jennifer is implementing community outreach, managing the design and production of collateral materials, and is supporting social media outreach and content creation.

Ogden Express Bus Rapid Transit Project (OGX) – Ogden, UT | Utah Transit Authority (2020 - Present) Jennifer is providing public involvement support, visual production, and social media management for construction of the second major Bus Rapid Transit (BRT) system in the state of Utah. The OGX project will connect the FrontRunner commuter line to several key destinations in Ogden including the downtown historic district, high schools and jr. high schools, Weber State University and McKay-Dee Hospital. Jennifer's role includes implementation of the public involvement approach, visual and graphic design, social media content creation and management, support for the business promotion program, community event outreach, and traditional "boots on the ground" outreach.

Erie Colorado Parks & Recreation Community Outreach – Erie, CO | Erie Parks & Recreation Department (2020)
In early 2020, The Langdon Group was selected to provide public engagement services for the Erie Parks and Recreation Department with the goal of enhancing public awareness of the Department's services in preparation to ask residents to vote on increased funding during the November 2020 election. In March 2020, the COVID-19 pandemic put a hold on the planned outreach initiatives and the Department determined that it would no longer be a good time to ask for additional funding. Jennifer worked with the client to pivot the engagement needs and developed a plan to not only continue building awareness of the services the Department provides but help facilitate ways in which staff could help support recreation options, even during the pandemic restrictions. Jennifer helped develop an engagement survey to gauge resident's recreation needs during COVID, created social media posts to showcase the Department's ongoing efforts to serve the community, and created outdoor activity stations to help parents and children disconnect from the virtual world and find socially distant ways to play outside and utilize Erie's recreation amenities.

UTA Service Choices – Wasatch Front Metropolitan Area | Utah Transit Authority (2019)
In 2018, the Utah Transit Authority (UTA) started an initiative to re-evaluate how it distributes bus service throughout the Wasatch Front. UTA recognized that it must balance ridership (attracting as many riders as possible) and coverage (being available in as many places as possible, even if not many people ride). Both goals were important, but they lead in opposite directions. In early 2019, The Langdon Group was hired to engage communities along the Wasatch Front to help determine the appropriate balance between ridership and coverage. TLG facilitated a process to identify specific goals for the Service Choices initiative, designed and implemented an inclusive outreach campaign, created an interactive public online survey, and helped UTA assess the success of the public outreach process. Jennifer helped provide grassroots public outreach, co-managed the creation of the online public survey, and scheduled a series of workshops and public information events in conjunction with the engagement and data collection efforts led by Jarrett Walker & Associates.

Appendix: Certification Regarding Debarment and Lobbying

THE LANGDON GROUP

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

J-U-B Engineers, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	Spokane City On-call Public Engagement Program Title (Type or Print)
Laurel Fritz Name of Certifying Official (Type or Print)	 Signature
Director of Finance Title of Certifying Official (Type or Print)	3/3/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J-U-B Engineers, Inc.

Organization:

2760 W Excursion Ln, Suite 400

Street address:

Meridian, ID 83642

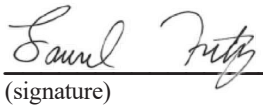
City, State, Zip:

Laurel Fritz

CERTIFIED BY: (type or print)

Director of Finance

TITLE:



(signature)

3/2/2026

(date)

J-U-ENG-01 BLADA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danika Blank
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): (208) 454-1114 E-MAIL ADDRESS: danika@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of America	19046
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : XL Specialty Insurance Co.	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Langdon Group
999 West Riverside Avenue, Suite 700
Spokane, WA 99201

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6802R22997A	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA8P008954	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1C547849	8/1/2025	8/1/2026	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		UB8K158532	8/1/2025	8/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Each Claim/Aggregate	5,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are additional insureds, waiver of subrogation and 30 days' notice of cancellation apply.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jenny Kroll

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location And Description Of Completed Operations

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

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BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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

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BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: BA-8P008954-25-47-G ISSUE DATE: 07-08-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** _____

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** _____

PERSON OR ORGANIZATION: SPOKANE COUNTY

ADDRESS: ATTN CONTRACT E2015-4
1101 W COLLEGE AVE STE 241B
SPOKANE WA 99201

PROVISIONS

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

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

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

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

Entity type: Profit Corporation

UBI #: 600-069-551

Business ID: 001

Location ID: 0002

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

Filter

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

Registered Trade Names

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 11:02:52 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0560		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (HORROCKS)		

Agenda Wording

On-call contract for public engagement services with the Horrocks for $75,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 75,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Contract Signer – Jake Menard,	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0560

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HORROCKS**, whose address is 714 North Iron Bridge Way, Suite 201, Spokane, Washington 99202, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant

shall furnish acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. LIMITATION OF LIABILITY.

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to the City, and anyone claiming through or under the City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, and breach of contract, shall not exceed $75,000. Any claims for personal injury including death are not subject to this limitation of liability.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month

placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

19. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

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

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HORROCKS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-131

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Horrocks
Submitted By	Horrocks Horrocks - Monday, March 23, 2026 11:20:27 AM [(UTC-08:00) Pacific Time (US & Canada)] wa_bus_dev@horrocks.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Gemma Puddy |208.290.1970| gemma.puddy@horrocks.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Jake Menard, PE, SE | 509.241.8775 | jake.menard@horrocks.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	On-Call Public Engagement Services for ICM_Horrocks.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N. Nelson St.
Spokane, WA 99202

Subject: On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee Members,

Horrocks is uniquely positioned to support the City of Spokane's Integrated Capital Management (ICM) Department with responsive, high-quality on-call public engagement services. Our team brings the tools, expertise, and capacity needed to help the City design and deliver communication strategies that meet each project's goals, budget, and timeline. We understand the City's commitment to transparent, accessible outreach throughout the planning, design, and implementation of capital projects, and we are ready to serve as an extension of City staff, filling gaps, providing targeted support, and ensuring the community stays informed, involved, and confident in the City's work. Horrocks offers dependable, adaptable engagement services that will help the City of Spokane build trust, strengthen community relationships, and deliver successful outcomes.

A	**Horrocks (Principal Place of Business):** 2162 W. Grove Pkwy., Ste. 100, Pleasant Grove, UT 84062 Jake Menard, PE, SE | jake.menard@horrocks.com | 509.241.8775	
B	**Legal Status of the Firm:** LLC	**Horrocks (Local Facility):** 714 N. Iron Bridge Way, Ste. 201, Spokane, WA 99202 | Gemma Puddy | gemma.puddy@horrocks.com | 208.290.1970
C	**Current or Former City Employees:** N/A	
D	Horrocks meets the minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications". Our firm has over five (5) years of experience supporting public engagement activities and is fully licensed to conduct business in the State of Washington.	
E	Horrocks will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City.	

Please feel free to contact our Project Manager, Gemma Puddy, should there be any questions regarding the information we have provided in this proposal.

Sincerely,

Gemma Puddy
Project Manager
March 23, 2026

Jake Menard, PE, SE
Technical/Local Advisor
March 23, 2026

3.3 TECHNICAL PROPOSAL

3.3.A. UNDERSTANDING, APPROACH, AND METHODOLOGY

UNDERSTANDING OF THE CITY'S REQUIREMENTS

The City of Spokane's ICM Department seeks on-call public engagement support that is flexible, scalable, and aligned to each project's goals, audiences, timeline, and budget across planning, design, and implementation phases. Success requires transparent, accessible, and consistent communication; compliance with City protocols; and the ability to respond to quick-turnaround task orders while maintaining quality within schedule and budget constraints. Horrocks' Public Engagement team will operate as an extension of City staff, providing added tools and capacity to fill gaps, coordinating with project team members and City officials, and keeping engagement efforts well-documented and easy to follow.

PROPOSED APPROACH

Our team will partner with the City's ICM Department to develop strategies and tactics tailored to each project's goals, audiences, timeline, and budget. We will design and implement flexible, scalable outreach processes that support informed decision-making and transparent, consistent communication with stakeholders, elected officials, and the public throughout each project. These activities may include:

Public Engagement Plan (PEP) & databases: Develop a concise PEP (goals, key messages, priority audiences, strategies, communication protocols, milestones) and an outreach calendar linked to the project schedule. Build/maintain stakeholder lists, and manage contact history in a GIS-enabled database to visualize comment hot-spots and participation trends.

Workshops, open houses, pop-ups, community events: Plan accessible in-person and online formats (agendas, boards, handouts, presentations) that comply with legal and accessibility requirements and meet people where they are.

Stakeholder coordination & facilitation: Coordinate meetings with agencies, businesses, and community organizations; facilitate productive discussions; document comment themes and action items in structured summaries.

Digital engagement & surveys: Stand up project webpages, online meeting pages, and surveys; support distribution; and synthesize feedback in clear, visual summaries for decision-makers and public transparency.

Branding & materials: Produce clear collateral (newsletters, one-pagers, mailers, infographics, renderings, short videos) that integrate City branding with project-specific identity. Multilingual translation can be provided.

Media & social media support: Coordinate with City channels and local media; provide key messages and, if needed, crisis communications and protocols.

Youth-focused & non-traditional outreach: Partner with trusted organizations and schools to engage under-represented audiences through tailored, inclusive tactics that ensure all voices are heard in shaping projects solutions.

Documentation & reporting: Maintain a consistent records system; compile engagement reports that show who we reached, what we heard, and how input informed decisions.

METHODOLOGY FOR MANAGEMENT AND PROACTIVE RESPONSE TO ISSUES/SCOPE CHANGES

Our project management methodology includes defined roles and lines of authority, detailed cost/schedule tracking, thorough Quality Control/Quality Assurance (QC/QA) reviews, and frequent check-ins to ensure project progress and team collaboration. As task orders are assigned, our Project Manager, Gemma Puddy, will collaborate with the City to confirm scope, deliverables, budget, and schedule requirements. Any change in scope will be promptly communicated and no costs related to scope change will be incurred without mutual agreement between Horrocks and the City.

Our team is adaptable to the unpredictable nature of on-call work, tailoring engagement activities to each project's goals, timeline, and community context. We will stay responsive by quickly identifying potential issues, elevating them to the City, and developing mitigation strategies to keep projects moving, remaining nimble and flexible as needs and scopes evolve.

3.3.B. EXAMPLE WORK PLAN, SCHEDULE, AND DELIVERABLES

Horrocks will partner with the ICM Department to design and implement an outreach process that supports informed decision-making and transparent communication with stakeholders, elected officials, and the public. Our team will work closely with City staff to tailor engagement activities to each task order. The following example work plan illustrates how Horrocks would approach the tasks outlined in Section 3.3 of the RFP.



Kick-off Meeting with City Staff: Confirm project/engagement goals, audiences, success metrics, schedule, communications protocols, and approvals workflow; review existing materials/data; agree on survey platform and reporting format.

- **Deliverables:** Kick-off agenda and summary; draft PEP; stakeholder list framework. (Completion June 2026)
- **Assumptions:** One 60–90-minute meeting with two Horrocks staff; City provides existing materials and branding files before meeting.
- **City Involvement:** Attend and participate; validate goals, audiences, key messages, and approval flow.

Task 2 **Engagement Meeting with Elected Officials and/or City Administration staff:** Prepare materials and facilitate a briefing to share objectives, decision points, and upcoming engagement plan; gather early feedback to promote trust and transparency throughout the process.

- **Deliverables:** Slide deck; key messages; meeting summary. (Completion July 2026)
- **Assumptions:** One 60-minute session; City schedules attendees.
- **City Involvement:** Identify invitees; co-present if desired; approve materials.

Task 3 **External Stakeholder Meetings:** Plan and facilitate two meetings (e.g., neighborhood, business, agency partners, and/or other interested/affected parties) to gather insights early.

- **Deliverables:** Invite emails; agendas; materials/visuals; attendance and comment logs; summaries with themes and action items. (Completion August 2026)
- **Assumptions:** Hold two small-group meetings of 30 attendees or less, per meeting; present materials; facilitate discussion and gather interactive feedback.
- **City Involvement:** Approve invite list and materials; attend.

Task 4 **Survey Development and Collation of Responses:** Develop concise, and accessible survey to capture community input; launch via City and project channels; analyze responses; produce visuals and summary of key findings.

- **Deliverables:** Print survey and online survey; summary of survey responses and key comment themes; visual graphics summarizing survey results. (Ongoing - Completion December 2026)
- **Assumptions:** Utilize Survey 123 platform per City preference; develop up to eight questions for live survey (four to six weeks duration, assuming 100 responses).
- **City Involvement:** Support survey direction to meet project goals.

Task 5 **City Council Committee Presentation:** Prepare a presentation summarizing engagement activities, audiences, feedback, and how it shaped the recommendations/outcome.

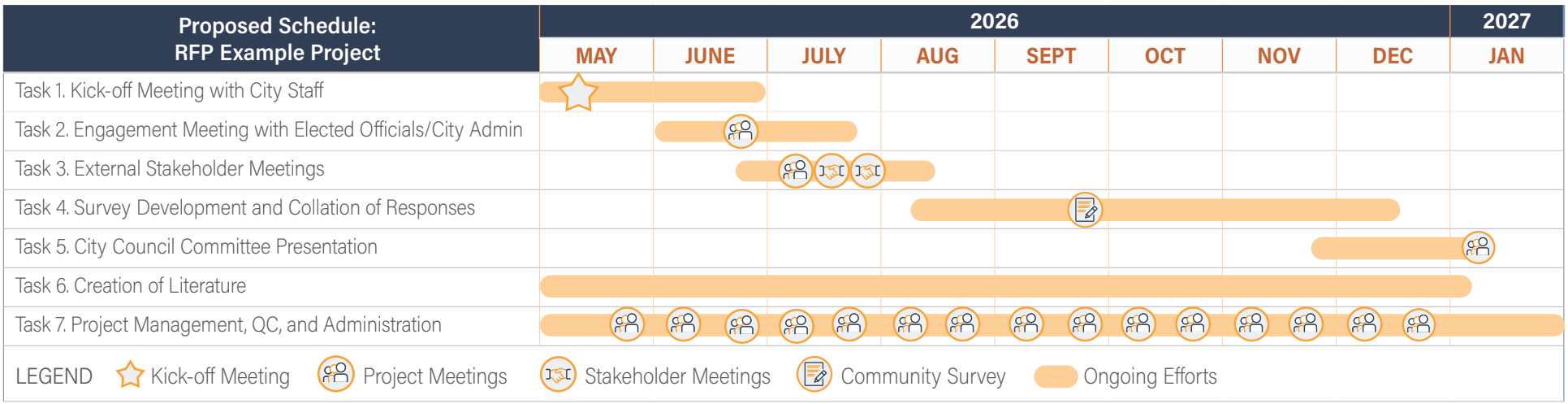
- **Deliverables:** Slide deck and speaking notes. (Completion January 2027)
- **Assumptions:** One committee meeting; time allotment per Council norms.
- **City Involvement:** Coordinate agenda slot; approve materials; present/co-present.

Task 6 **Creation of Literature:** Prepare materials that support public understanding of the project and engagement opportunities following City brand guidelines.

- **Deliverables:** Content to support City updates; project one-pager with two updates; two press releases; one set of website content with two updates; project-branded business cards. (Ongoing - Completion January 2027)
- **Assumptions:** Includes overarching outreach materials; task-specific materials provided with their respective tasks; no translation services included.
- **City Involvement:** Support creation of outreach aligned with City and project objectives.

Task 7 **Project Management, QC/QA, and Administration:** Ongoing coordination and bi-weekly team meetings, action tracking, schedule and budget monitoring, invoicing, records management, QC/QA reviews, and risk/issue escalation.

- **Deliverables:** Brief weekly email updates; meeting agendas/minutes. (Ongoing - Completion January 2027)
- **Assumptions:** Regular meetings may occur in person, online, or in a hybrid format.
- **City Involvement:** Provide reviews/approvals.



3.4 MANAGEMENT PROPOSAL

3.4.A. FIRM EXPERIENCE

Horrocks has helped design and improve community infrastructure across the western United States since 1968. We offer the public engagement expertise and capacity needed to support the City's ICM Department. Our team delivers engagement services at every project phase—planning, environmental, design, and construction. Through our work with the City of Spokane and other local agencies, we understand the importance of building consensus, ensuring equitable and accessible outreach, and incorporating community input meaningfully into project planning, design, and implementation.

How Horrocks Meets Minimum Qualifications

Horrocks has provided public engagement services for 12 years and has a team of more than 20 communications professionals with extensive experience in public engagement and outreach.

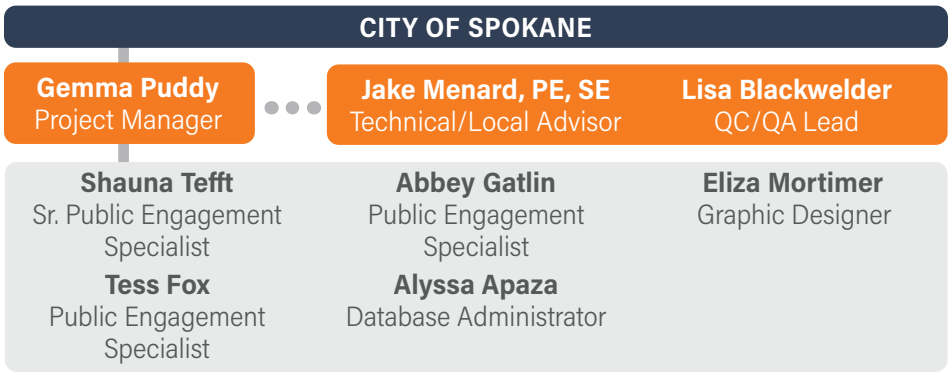
Horrocks' Washington Business License | Unified Business ID #: 602884898 | Issued: 12/5/2025 | Expiration: 12/31/2026

Resource Allocation, Lines of Authority, and Responsibility

We will deliver fully integrated public engagement services under a unified management structure led by Project Manager Gemma Puddy, the City's primary point of contact. Gemma will ensure the quality, timeliness, availability, and delivery of the Horrocks team. She will allocate team resources for each task order. This structure provides clear authority and ensures consistent technical analysis and coordinated public messaging.

Project Team Qualifications and Experience

Our firm is committed to ensuring that the staff identified in this proposal will perform the work as assigned. **Refer to the resumes in the Appendix for a detailed summary of our personnel experience.**



Gemma Puddy | Project Manager | MA Professional Communications and Graphic Design; BLA Landscape Architecture | Gemma will have the prime responsibility and authority for the work. She will provide strategic leadership, planning, and execution of comprehensive public engagement services, including regulatory compliance, stakeholder engagement, and proactive risk management to build public trust and support project success. Gemma has over 15 years of experience with local and state agencies across the Intermountain West, including in central and eastern Washington, leading stakeholder interviews, working groups, open houses, media and social media support, branding, visualizations, and outreach materials such as flyers, business cards, and surveys. She is a skilled facilitator who excels at connecting stakeholders and project teams. **Availability: 45% | Time Assigned to the Project: 35%.**

Jake Menard, PE, SE | Technical/Local Advisor | MS, BS Civil Engineering | WA PE, SE No. 42801 | Jake will provide technical engineering expertise, support public meetings with clear technical explanations, and coordinate with staff to ensure accurate messaging. He brings 25 years of civil engineering experience and excels at translating complex technical information into clear, accessible messages for non-technical audiences. His work managing multiple City of Spokane projects gives him a strong understanding of City requirements. Jake's strong communication skills and collaborative approach improve coordination across disciplines, agencies, and stakeholders. **Availability: 50% | Time Assigned to the Project: 10%.**

Lisa Blackwelder | QC/QA Lead | MA, BA English | Lisa will provide QC/QA oversight to ensure all deliverables meet the City's standards, project requirements, and regulatory guidelines. She has 25 years of technical writing experience and serves as Horrocks' Technical Documents Manager, supporting deliverables for municipalities, planning organizations, special service districts, and state Departments of Transportation (DOT). Lisa's expertise includes writing and editing, content strategy, document layout, and implementing best practices across content types. She conveys key messages effectively through strong attention to detail, strategic thinking, and audience-focused communication. **Availability: 30% | Time Assigned to the Project: 10%**

Shauna Tefft | Sr. Public Engagement Specialist | BS Business Administration and Fine Arts | Shauna will support the public engagement task orders, develop communication strategies, organize activities, create informative materials, gather feedback, and collaborate with project teams. She has 23 years of experience in public engagement, transportation marketing, and construction management. Her work includes leading strategic communication projects and marketing campaigns for the Idaho Transportation Department (ITD) and the Office of Highway Safety (OHS), including branding, video production, website design, messaging strategies, and digital asset creation. Shauna is experienced in facilitating and leading stakeholder working groups, in-depth interviews, and public meetings for municipalities. **Availability: 30% | Time Assigned to the Project: 10%.**

Tess Fox | Public Engagement Specialist | BS Journalism | Tess will drive day-to-day public engagement activities on projects, including communication strategies and developing relationships with stakeholders. She has seven years of experience in communications, marketing, and public engagement, with strengths in project management, public communications, and branding. Tess' journalism background strengthens her understanding of municipal issues. She has led public engagement for transportation, water, and sewer projects, producing high-quality content, guiding communications strategies, and resolving stakeholder concerns, and brings extensive experience working with municipalities and special service districts. Originally from Wenatchee, WA, she is invested in the Spokane area, attended the University of Idaho in Moscow, and worked as a freelance photographer for the *Spokesman-Review* during college. **Availability: 30% | Time Assigned to the Project: 20%.**

Abbey Gatlin | Public Engagement Specialist | BA Integrated Media and Strategic Communications | Abbey will coordinate stakeholder outreach and public engagement efforts while providing strategic communications and support for public meetings. She has three years of communications experience working with municipal, state, federal, tribal, and non-government organizations. Abbey specializes in strategic communication materials, including stakeholder outreach, public comment resolution, and public meeting content. She effectively engages diverse stakeholders to ensure initiatives are clearly communicated. **Availability: 30% | Time Assigned to the Project: 10%.**

Alyssa Apaza | Database Administrator | BS Social Work | Alyssa will maintain clean, organized stakeholder data, integrate outreach lists, and securely export information to support targeted outreach, accurate reporting, and compliant records management. She has four years of public engagement experience, including managing communications, facilitating meetings, and preparing documentation. Alyssa leads Horrocks' internal public engagement database by organizing, tracking, and exporting stakeholder interactions, ensuring complete and compliant records through meticulous comment tracking, hotline and email management, and detailed outreach logs that support accurate reporting and informed decision-making. **Availability: 35% | Time Assigned to the Project: 5%.**

Eliza Mortimer | Graphic Designer | BA Art and Design | Eliza will create visually engaging communications and graphic designs, and provide technical document layout and production support. She has eight years of experience and a strong background in graphic design, supporting our public engagement team for both infrastructure projects and internal communications. Eliza develops social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards. Her technical skills include producing 3D maps and roadway typical sections that enhance transportation and planning projects. **Availability: 25% | Time Assigned to the Project: 10%.**

3.4.B. CONTRACTS HELD FOR SIMILAR PROJECTS DURING THE LAST THREE YEARS

Over the past three years, we have held similar contracts listed below. We take great pride in serving our clients and communities, and we are grateful for the repeat work we receive from them. Please feel free to contact the references provided.

1. **ITD | I-90, WA State Line to Sherman Ave. Study, Kootenai County, ID |** 2021-2025, Erika Bowen, PE, ITD Bonding Program Office, TECM Engineer Manager, 208.265.4312, erika.bowen@itd.idaho.gov | Horrocks led public engagement efforts to support ITD's 15-mile I-90 corridor study that included information sharing, stakeholder and community outreach, and developing communication materials, tools, and databases to gather public feedback.
2. **ITD | I-90, US-95 Interchange (IC), Kootenai County, ID |** 2022-2024, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov | Horrocks developed a PEP, managed a stakeholder database, and implemented targeted outreach strategies.
3. **ITD | I-90 Widening, SH-41 to US-95, Kootenai County, ID |** 2025-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov | Horrocks is developing project branding and maintaining a comprehensive stakeholder database including previous I-90 Corridor projects.
4. **ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID |** 2024-Ongoing, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
5. **ITD | SH-53, Rathdrum Turn Lanes, Kootenai County, ID |** 2024-2025, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
6. **ITD | I-90, Morning Mill IC, Shoshone County, ID |** 2024-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov.
7. **ITD | US-95, Palouse Region Planning and Environmental Linkages (PEL) Study, Latah County, ID |** 2024-Ongoing, Janet Zarate, PE, ITD Project Manager, 208.799.4218, janet.zarate@itd.idaho.gov.
8. **ITD | Snake River Crossing Study, Twin Falls County, ID |** 2022-Ongoing, Angie Heuring, ITD Highways Program Project Manager, 208.334.8047, angie.heuring@itd.idaho.gov.
9. **ITD | SH-55 and Deinhard-Boydstun, McCall, ID |** 2023-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.
10. **ITD | Clearwater Crossings, Lewiston, ID |** 2021-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.

3.4.C. CONTRACT TERMINATIONS

Horrocks has not had any contracts terminated for default in the last five (5) years.

3.5 COST PROPOSAL

DIRECT LABOR SUMMARY

STAFF	HRS	PAY RATE $/HR W/OH & PROFIT	ANT. % RAISE DURING PROJECT	RATE ON COST PROPOSAL	TOTAL
Gemma Puddy, Project Manager	165	$175.00	4.00%	$182.00	$30,030.00
Jake Menard, PE, SE, Technical/Local Advisor	4	$290.00	4.00%	$301.60	$1,206.40
Lisa Blackwelder, QC/QA Lead	7	$190.00	4.00%	$197.60	$1,383.20
Shauna Tefft, Sr. Public Engagement Specialist	17	$175.00	4.00%	$182.00	$3,094.00
Tess Fox, Public Engagement Specialist	98	$120.00	4.00%	$124.80	$12,230.40
Abbey Gatlin, Public Engagement Specialist	13	$100.00	4.00%	$104.00	$1,352.00
Alyssa Apaza, Database Administrator	7	$100.00	4.00%	$104.00	$728.00
Eliza Mortimer, Graphic Designer	26	$110.00	4.00%	$114.40	$2,974.40
	337				$52,998.40
Subtotal					$52,998.40
Total Labor					$52,998.40

LABOR AND EXPENSES TOTAL COST

$54,774.48

DIRECT EXPENSES SUMMARY

DESCRIPTION	UNIT	QTY	ITEM COST	TOTAL
Mileage - Personal Vehicle	Mile	1334	$0.62	$827.08
Printing - Business Cards (250)	Set	2	$30.00	$60.00
Printing - Display Boards 24x36	Each	8	$40.00	$320.00
Printing - Flyers - Full Sheet	Each	300	$0.37	$111.00
Printing - Flyers - Half Sheet	Each	300	$0.36	$108.00
Public Meeting - Misc. Supplies	Lump	2	$75.00	$150.00
Technology - Online Surveys	Each	1	$200.00	$200.00
			Total ODC	$1,776.08

EXAMPLE PROJECT - TASK BREAKDOWN

TASK	COST	HOURS	Gemma	Jake	Lisa	Shauna	Tess	Abbey	Alyssa	Eliza
			$182.00	$301.60	$197.60	$182.00	$124.80	$104.00	$104.00	$114.40
TASK 1. KICK-OFF MEETING WITH CITY STAFF: Prepare for and participate in Kick-off Meeting, and draft PEP with stakeholder list.										
SUBTOTAL	$6,037	38	18	1	1	1	15	0	2	0
TASK 2. ENGAGEMENT MEETING WITH ELECTED OFFICIALS AND/OR CITY ADMINISTRATION: Prepare materials and facilitate a briefing.										
SUBTOTAL	$3,713	23	12	1	0	0	8	0	0	2
TASK 3. EXTERNAL STAKEHOLDER MEETINGS: Plan and facilitate two stakeholder meetings.										
SUBTOTAL	$12,168	80	35	0	2	5	21	7	0	10
TASK 4. SURVEY DEVELOPMENT & COLLATION OF RESPONSES: Create, distribute, and summarize findings.										
SUBTOTAL	$9,511	65	22	0	2	5	19	6	5	6
TASK 5. CITY COUNCIL COMMITTEE PRESENTATION: Prepare presentation and co-present.										
SUBTOTAL	$3,744	23	13	0	1	1	8	0	0	0
TASK 6. CREATION OF LITERATURE: Prepare materials that support overall public understanding of the project.										
SUBTOTAL	$5,522	37	15	0	1	1	12	0	0	8
TASK 7. PROJECT MANAGEMENT, QC, AND ADMINISTRATION: Biweekly meetings, coordination, invoicing, reviews.										
SUBTOTAL	$12,303	71	50	2	0	4	15	0	0	0
TOTAL LABOR HOURS		337	165	4	7	17	98	13	7	26
	$52,998		$30,030	$1,206	$1,383	$3,094	$12,230	$1,352	$728	$2,974

APPENDIX



Gemma Puddy | Project Manager

Gemma brings 15 years of public engagement experience supporting a wide range of engagement efforts. Her background in communications, graphic design, planning, and landscape architecture gives her a unique ability to translate complex issues into clear and visually compelling information. She is an experienced facilitator who excels at connecting stakeholders with project teams and guiding productive, solutions-focused conversations. Gemma has led public engagement activities for both public and private agencies across environmental, design, and construction phases, including branding, media planning, field outreach, online engagement, public meetings, and community presentations. She attributes her success to engaging political, agency, and community stakeholders early and often, which supports proactive problem solving, provides a holistic understanding of key issues, and ensures decisions reflect the needs of each audience.

EDUCATION

MA Professional Communications and Graphic Design, Westminster College

BLA Landscape Architecture, Kansas State University

PROFESSIONAL AFFILIATIONS

Coeur d'Alene 2030 Marketing Committee

International Association for Public Participation (IA2P2) - Idaho Representative

SELECTED EXPERIENCE

ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID | Project Manager | Horrocks provides comprehensive public engagement support for the construction of a new IC, 2.5 miles east of the ID/WA line, including project management, PEP development, and coordination with ITD. Our team manages the project email account, updates the project webpage, and maintains a GIS stakeholder database. Horrocks supports mass communications through press releases, social media coordination, and media tracking, and conducts targeted outreach to transportation partners, residents, and businesses. The team also develops project materials, including flyers, a construction mailer, and milestone email updates, to ensure stakeholders receive clear and timely information throughout construction. Gemma leads the team and serves as the primary coordinator with ITD.

ITD | I-90, WA State Line to Sherman Ave., Kootenai County, ID | Sr. Public Engagement Specialist | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Gemma managed collateral/website development and has facilitated four in-person and online public meetings to collect feedback on the study. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Lead | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. The unique strategic communication needs on the project provided opportunities to conduct live events, radio broadcasts, podcasts, and use mobile updates and variable message boards to provide communication about alternate routes during closures. Our team also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Gemma provided a detailed and well-coordinated outreach plan to reach a diverse group of local and regional travelers to minimize impacts to the traveling public.



Jake Menard, PE, SE | Technical/Local Advisor

Jake has 25 years of experience managing and delivering multidiscipline transportation projects of all sizes. He brings strong technical communication skills that enhance public engagement on complex civil engineering projects. Jake has led large public meetings with hundreds of participants, as well as public hearings, stakeholder meetings, and workshops involving dozens of key stakeholders and affected property owners. His collaborative approach brings together multidisciplinary teams, agency staff, property owners, and project stakeholders to build consensus and support informed decision-making. Jake also proactively engages client personnel to ensure project decisions align with safety, operations, and maintenance priorities. By fostering open communication and a project-first mindset, he ensures diverse perspectives are heard and incorporated throughout planning and design.

EDUCATION

MS, BS Civil Engineering, Marquette University

LICENSE/ CERTIFICATION

WA PE, SE No. 42801

ID PE, SE No. 16098

SELECTED EXPERIENCE

City of Spokane | Greene, Freya, Havana Bridges, Spokane, WA | Project Manager/Bridge EOR | Horrocks is providing design and construction services to preserve and repair four bridges, focusing on deck surface preparation, the application of a polyester polymer concrete overlay, and joint repairs to enhance longevity and safety. Jake works closely with City staff in ensuring the project team meets quality standards while being compliant to state and federal guidelines. He oversees the project from planning through construction, manages the schedule, and develops cost estimates.

***City of Spokane | Maple Street Bridge Deck Rehabilitation, Spokane, WA | Project Manager/Bridge EOR** | This deck rehabilitation project was unique in that the bridge deck required repair; however, the load rating capacity of the bridge was right at the legal load limit and had little to no reserve capacity to add weight. Jake developed a deck preparation approach in collaboration with the City to utilize diamond grinding to remove ¾" of existing concrete and replace it with a polyester concrete overlay which eliminated adding weight to the bridge. He led the development of the plans and the specifications package in compliance with Federal-aid standards on behalf of the City. Jake was involved throughout construction and provided prompt and practical solutions to address issues in the field.

***City of Spokane | Greene St. Bridge Rehabilitation, Spokane, WA | Structures Task Lead** | This bridge rehabilitation project added FRP strengthening, epoxy crack injection, and other structural repairs. When Jake took over as Structures Task Lead during construction, the surface preparation was underway and soon revealed that the extent of cracking in the bridge deck was beyond the previously planned work. He assisted the City staff in working with the contractor to minimize the overall impacts during construction. Jake met the project team regularly on-site to help keep progress moving. He also led the development of several design changes to help expedite and simplify the work. Under Jake's leadership, the City received prompt service and a practical approach to resolving issues.

***ITD | I-90, SH-41 IC, Post Falls, ID | Project Manager** | Jake managed a multidisciplinary team of more than 50 engineers and technicians, including eight subconsultants, while achieving an 8% DBE goal. This IC reconstruction project included realignment and widening of portions of I-90 and SH-41, ramp modifications, and local road improvements to increase traffic capacity/operations while improving safety. Jake facilitated a value engineering study that led to the innovative, offset Single Point Urban IC design. He also led a construction staging workshop with key stakeholders that established goals and restrictions for maintaining traffic during construction. The high traffic volumes and site constrictions required a seven-stage approach, developed by Jake, to successfully achieve these goals.

**Experience prior to joining Horrocks*



Lisa Blackwelder | QC/QA Lead

With 25 years of experience in technical and business communication, Lisa specializes in content strategy, document production, layout and formatting, writing, editing, and government regulatory compliance. She brings strong attention to detail and tailors messages to meet the needs of each project team and audience. Lisa has supported all stages of the project and content life cycle, from early planning through writing, editing, revising, and delivering final, publication-ready deliverables. Her experience includes National Environmental Policy Act (NEPA) documents, technical reports, public engagement materials, manuals, research reports, and other deliverables for municipalities, planning organizations, special service districts, and DOTs.

EDUCATION

MA English, California State University-East Bay

BA English, Walla Walla University

PROFESSIONAL AFFILIATIONS

WTS

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Technical Editor | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, Schweitzer Engineering Laboratories (SEL), and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Lisa edited public engagement content, including public meeting materials and collateral, and technical reports, such as for traffic, mobility, and logical termini.

ITD | Snake River Crossing Study, Twin Falls County, ID | Technical Editor | Horrocks is leading public engagement and communications for this study, developing and implementing a collaborative outreach process that includes interviews with local agencies, formation of executive, technical, and community working groups, clear messaging, public meetings, and ongoing stakeholder engagement and documentation. The study addresses long-standing mobility challenges created by the limited number of aging Snake River Canyon crossings, with the US-93 Perrine Bridge projected to reach functional capacity within the next decade, and will evaluate capacity improvements and potential new crossing locations to support a long-term regional mobility vision for South Central Idaho. Lisa is leading the technical editing efforts for public engagement materials, including reports, flyers, and other types of collateral.

ITD | SH 55, Pear Ln. to Middleton Rd., Nampa, ID | Technical Editor | Horrocks recently completed the preliminary design and Categorical Exclusion NEPA document for the 10-mile expansion of SH-55. Horrocks supported RBCI's public and agency outreach efforts by developing innovative online GIS tools to communicate design alternatives; engaging directly impacted property owners through in-person and online meetings; leading stakeholder scoping activities; supporting public meetings by implementing new communication platforms aimed at engaging the public during the COVID-19 pandemic; and presenting project information to cities, counties, highway districts, Community Planning Association of Southwest Idaho (COMPASS), ITD leadership, and Federal Highway Administration (FHWA) operations engineers. Support included creating collateral such as informational videos, mailers, surveys, and maintaining communication databases and systems such as a GIS stakeholder database and a project hotline. Lisa worked with the project team to complete technical editing reviews for an Environmental Assessment. She edited, formatted, and applied branding to the traffic report and aquatic resources delineation report.



EDUCATION
BS Business Administration and Fine Arts, Seattle Pacific University

PROFESSIONAL AFFILIATIONS
WTS

Shauna Tefft | Sr. Public Engagement Specialist

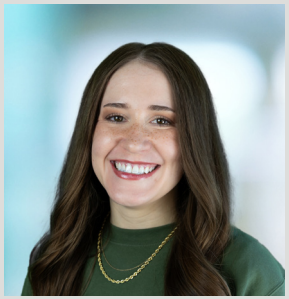
Shauna brings more than two decades of experience in transportation marketing and construction management. She leads Horrocks' public engagement efforts in Idaho, facilitating public and stakeholder meetings, overseeing graphic design, and developing communication plans. Shauna specializes in government awareness campaigns and understands the tactics, channels, and messaging that resonate with communities. She has led strategic communication projects and created marketing campaigns for ITD and the OHS, including messaging strategies, branding, video production, website design, and digital asset creation. Shauna's work spans local, regional, and state entities, and she is skilled at navigating sensitive community issues to develop clear, diplomatic solutions.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Public Engagement Lead | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Shauna works closely with ITD and our active transportation planners and environmental specialists to support a comprehensive review of environmental, social, and economic planning efforts.

ITD | I-90, WA State Line to Sherman Ave., Kootenai, ID | Public Outreach Lead | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Shauna crafted messaging strategies, public engagement plans, and hosted an in-person and online open house. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Support | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Shauna supported this effort by helping create a robust stakeholder database and delivering consistent communication to both stakeholders and the public.



EDUCATION
BS Journalism, University of Idaho

Tess Fox | Public Engagement Specialist

Tess has seven years of experience in communications, marketing, and public engagement, including project management, public communications, and branding. She is a deadline-driven public engagement specialist who thrives in fast-paced, high-pressure environments. Tess' journalism background strengthens her project management skills and gives her a strong understanding of municipal issues and public perception. She has supported transportation, water, and sewer projects for the Utah Department of Transportation (UDOT) and other municipal entities, where she has consistently produced high-quality content, guided communication strategies, and effectively de-escalated stakeholder interactions.

SELECTED EXPERIENCE

Ada County Highway District (ACHD) | Marigold St., Garrett St. to Glenwood St, Garden City, ID | Public Engagement Specialist | Horrocks is providing planning, analysis, and concept-level design services for a multimodal corridor study, evaluating options to improve safety and mobility. The study will assess existing and future conditions, bicycle and pedestrian connectivity, Americans with Disabilities Act (ADA) and lighting needs, traffic operations and potential signal warrants, access management, and the need for the existing center turn lane. All work will be completed in accordance with Idaho Standards for Public Works Construction (ISPWC) specifications and to support ACHD's decision making and future design phases. The team will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be used to gather additional feedback from the public. Tess will lead the stakeholder meetings as the project representative and facilitate conversation between the project team and key groups. She will also lead and execute the public meeting, interacting with stakeholders to gather feedback.

ACHD | Linder Rd., US 20/26 to SH-55 Phase 2, Eagle, ID | Public Engagement Specialist | Horrocks is collecting project data through public engagement activities, survey services, stormwater analysis, and preliminary design to support future design phases in accordance with ACHD's adopted corridor concept. The study also includes geotechnical investigation. Our team is developing deliverables that align with ACHD's goals, coordinating closely with stakeholders and utility providers, and organizing all collected information to effectively inform subsequent design phases and phase construction. We will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be planned and held to gather additional feedback from the public. Tess will lead the planning and execution of stakeholder meetings and a public meeting, and oversee content creation, boots-on-the-ground efforts and documentation of public engagement activities.

West Valley City/UDOT | Lancer Way Reconstruction, 2700 W. to 3200 W., West Valley City, UT | Public Engagement Lead | Horrocks provided public engagement and construction management services on this local road reconstruction project, which added new drainage systems, sidewalk, park strip and other beautification. This section of road contained houses, condos and a Section 8 housing complex, as well as West Valley City Hall and West Valley's Utah Transit Authority (UTA) bus and Trax station. Granger High School and a major shopping center were located on either end of the project. Major traffic impacts were needed as part of the reconstruction, including one-way traffic, rolling road closures and driveway closures. Tess drove the day-to-day public engagement activities, including construction meeting attendance, strategy and implementation of public outreach and de-escalating stakeholder concerns. She worked closely with the project team to address concerns with residents, primarily around right-of-way agreements.



EDUCATION

BA Integrated Media and Strategic Communications, Boise State University

Abbey Gatlin | Public Engagement Specialist

Abbey has three years of experience working in communications, collaborating with municipal, state, federal, tribal, and non-government organizations. She specializes in developing strategic communication materials, including stakeholder outreach content, public comment responses, and public meeting materials. Abbey's experience also includes managing email and social media communications, maintaining project websites, preparing presentation materials, creating signage and flyers, organizing stakeholder databases, and supporting workshops and engagement activities. She also contributes to project planning by assisting with scope development, identifying focus areas and strategies, and participating in project team meetings. With over 20 years of service in the U.S. Air Force and Air National Guard, Abbey brings strong leadership, collaboration skills, and a proven ability to engage diverse stakeholders.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Kootenai County, ID | Public Engagement Specialist | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Abbey supports stakeholder outreach and public communications by distributing project updates and coordinating invitations for working group and public meetings through email and social media channels. She reviews presentation materials for QC and maintains project website content to ensure timely and accurate information.

ITD | I-90, US-95 IC, Kootenai County, ID | Public Engagement Specialist | Horrocks is providing public engagement for this IC improvement project that emerged from the I-90 Corridor Study completed in 2023. The goal of the IC project is to enhance safety and improve mobility in anticipation of traffic volumes doubling by 2045. The initial design included the US-95 bridge over Appleway Ave., along with streamlined access to route. Public feedback from the initial stakeholder meetings and open house highlighted concerns about business access and proposed travel routes. In response, the ITD team reassessed the design alternatives using updated traffic data and made revisions while still providing safe and efficient traffic flow. Feedback from the second round of stakeholder meetings and open house showed that, while some frustrations persisted, participants appreciated ITD's efforts to address community concerns. Final design decisions will be made in the coming months, incorporating this second round of community input and ongoing collaboration with key organizations, business owners, and property owners. Abbey supports public information efforts by maintaining project website content and posting updates to keep the public informed. She develops communication materials, including signage and flyers, to share construction updates and travel impacts.

ITD | Strategic Highway Safety Plan (SHSP), Statewide, ID | Public Engagement Specialist | Horrocks is supporting the development of Idaho's SHSP, which provides a statewide framework for coordinating highway safety goals, priorities, and programs aimed at reducing fatalities and serious injuries on Idaho roadways. The SHSP is developed through collaboration with safety partners across the state to identify priority safety strategies, strengthen partnerships, and align behavioral and infrastructure approaches that improve safety on all public roads. Abbey supports project planning and coordination by assisting with scope development, contributing to focus areas and strategies, and participating in project meetings. She assists with stakeholder outreach by organizing contact databases and drafting communications for workshops and engagement activities.



EDUCATION
BS Social Work,
Weber State University

Alyssa Apaza | Database Administrator

Alyssa has four years of experience supporting stakeholder outreach and engagement for municipal and transportation projects. She works closely with organizations and community members early in the process to build relationships, understand concerns, and create meaningful opportunities for participation. Alyssa is experienced in grassroots outreach methods that help reach underrepresented audiences and gather input that genuinely reflects community needs. She is skilled at identifying potential project impacts and communicating them in clear, accessible language that supports transparency and public trust. Alyssa also leads Horrocks' public engagement documentation system, ensuring all external interactions are accurately tracked, well organized, and ready for timely export to support reporting requirements and informed project decision-making.

SELECTED EXPERIENCE

ITD | SH-55, Farmway Rd. to Middleton Rd., Canyon County, ID | Public Engagement Coordinator | Horrocks provided the designed of 10 miles of roadway widening on SH-55. This project received partial Federal-aid funding, underwent a FHWA audit, and the design was approved by FHWA. Our team supported ITD by delivering a comprehensive public engagement program that included updating the PEP, maintaining the stakeholder database, and preparing coordinated communications such as talking points, fact sheets, FAQs, status reports, and outreach summaries. The team facilitated ongoing communication with ITD, developed outreach materials and multimedia content, and managed public inquiries and documentation through ProjectWise. Horrocks staff also planned and executed a range of public engagement activities, including business outreach, pop-up events, public meetings (in-person and virtual), and targeted outreach to underserved populations, while producing the necessary presentations, displays, website updates, and interactive tools to inform the public and gather meaningful feedback. Alyssa compiled all public engagement documentation, including tracking public comments and facilitating right-of-entry forms for impacted properties by sending required letters and conducting follow-up to ensure all documentation was accurate.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Coordinator | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Alyssa oversaw public engagement documentation and reporting by gathering, exporting, and combining all stakeholder interactions (hotline, email, and meetings) and tracking every public outreach effort, including mass emails, text messages, social media posts, and website updates, to create complete and accurate project records.

UDOT | I-15, Shepard Lane IC, Farmington, UT | Public Engagement Coordinator | Horrocks provided public engagement services by managing the project hotline, responding to stakeholder inquiries, and documenting all interactions to support implementation of the Design PEP. The team maintained consistent communication with the public, resolved issues raised through calls and emails, and ensured all outreach activities were accurately tracked and reported. Alyssa organized stakeholder meetings, managed hotline and email accounts, coordinated and distributed outreach materials to cities, partner organizations, and the public, facilitated meeting needs, documented meeting notes, and compiled all interactions and outreach records into the project database for reporting purposes.



EDUCATION
BA Design, Utah Valley University

Eliza Mortimer | Graphic Designer

Eliza brings eight years of graphic design experience with a strong background in graphic design, supporting our public engagement team for both infrastructure project teams and internal communications. She has developed comprehensive communication materials, including social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards for a variety of municipal and state government agencies throughout the Intermountain West. Eliza produces high-quality 3D maps and roadway typical sections that strengthen transportation and planning proposals. She is proficient in Adobe Illustrator, Photoshop, InDesign, Premiere Pro, and After Effects; experienced with Maxon Cinema 4D; and skilled in visual communication, layout design, and print production.

SELECTED EXPERIENCE

ITD | US-95 IC, Emma Ave. to Neider Ave., Kootenai, County, ID | Graphic Designer | Horrocks is providing public engagement services, environmental documentation, traffic analysis, construction phasing, and ITS and lighting design for the US-95 corridor between Emma Ave. and Nieder Av. As part of the larger effort to improve I-90 from the Washington state line to eastern Coeur d'Alene, this segment includes evaluating a proposed grade separation at Appleway Ave. and US-95, located just north of I-90. Public engagement began at the start of the study, employing various online and in-person tactics to engage regional and local stakeholders as individual projects developed. These efforts, which included branding, key messaging, outreach materials, and community meetings, facilitated ongoing communication, fostered trust with stakeholders, and enabled the collection of public feedback for community-supported solutions. Eliza supported the project by designing event boards, mailers, flyers, social media graphics, and project maps. Her work ensured all outreach materials were visually clear, consistent, and aligned with the project's communication goals.

ITD | US-95 Palouse Region PEL Study, Kootenai Co., ID | Graphic Designer | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Eliza provided graphic design support by developing new corridor concept maps and designing all public-facing materials, including event graphics, meeting boards, mailers, door hangers, flyers, and social media posts, to support the Summer 2025 public meeting and overall outreach effort.

ITD | S. Jefferson County Traffic Study, Jefferson County, ID | Graphic Designer | Horrocks is providing public engagement, planning, and traffic engineering services to develop a high-level program of improvements that reduce congestion and address safety across S. Jefferon County. The public engagement activities include maintaining a stakeholder database facilitating community stakeholder meetings, creating mailers and ads, meeting materials and coordination with ITD's project webiste. Eliza developed maps, graphs, charts, event board layouts, and meeting graphics for the February 2026 public meeting, along with flyers and a mailer to support outreach. She also produced digital-ready graphics that were expected to be shared on the project website.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Horrocks LLC Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects Program Title (Type or Print)
Brian Atkinson, PE Name of Certifying Official (Type or Print) Chief Operations Officer Title of Certifying Official (Type or Print)	Brian G. Atkinson Signature 3/23/26 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Horrocks LLC

Organization:

2162 W Grove Pkwy #100

Street address:

Pleasant Grove, UT 84062

City, State, Zip:

Brian Atkinson, PE

CERTIFIED BY: (type or print)

Chief Operations Officer

TITLE:

Brian G. Atkinson

(signature)

3/23/26

(date)

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 9, 2026

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 1 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Are you open to virtual support or prefer in-person?

   A: Some of the work would be completed in-person such as facilitation of public workshops, open houses, pop-ups, and community events and other work could be conducted virtually.

2. **Q:** To ensure we follow the City's instructions correctly, can you please confirm that the maximum five single-sided page limit applies collectively to Sections 3.3, 3.4, and 3.5? Given the level of detail requested for the draft example project and detailed budget, we want to confirm that five pages is the intended limit.

   A: The five-page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit.

3. **Q:** Can you please confirm if the page limit of 5 pages is per proposal (technical, management, and cost for a total max of 15 pages) or if the 5-page limit is inclusion of all three proposal elements?

   A: See Question/Answer #2 above.

4. **Q:** When developing the cost proposal based on an example project, should this example project included the example tasks outlined in the technical proposal?

   A: Yes.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 17, 2026

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 2 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Would a graphical cover be included or excluded from the page count?

   A: One graphical cover page is acceptable and is exempt from the page count limit.

2. **Q:** Will selected Vendors/Firms need to compete in additional rounds of procurement for individual projects under this contract, or will work be assigned directly to Vendors/Firms awarded under this RFP?

   A: The intent is to assign work directly under contract on an as-needed basis. The contracts will be optional use, and the City reserves the right to solicit a project separately if determined to be in the best interest of the City.

3. **Q:** If the Vendor/Firm has never been involved in lobbying, how do we indicate that on Attachment 2?

   A: Signature on Attachment 2 in the signature sections is sufficient for submitting with the Firm's Proposal. Disclosure of Lobbying Activities, if applicable while under contract, is through the Office of Management and Budget by completing the "Disclosure of Lobbying Activities" form following the instructions provided with the form.

4. **Q:** How much advance notice does the City anticipate providing to selected Vendors/Firms when project support is needed?

   A: A reasonable amount of notice will be provided.

5. **Q:** What ratio of in-person versus virtual engagement support does the City anticipate?

   A: The ratio will vary depending on individual project needs.

6. **Q:** Are there City branding or communications guidelines that Vendors/Firms should follow?

   A: Any applicable branding or communication guidelines will be discussed as needed based on individual projects.

7. **Q:** Please confirm that Vendors/Firms will not be responsible for advertising the engagement campaigns or paying any associated costs; these responsibilities and expenses will be handled by the City.

   A: The City will pay for engagement advertising campaigns, but Firms under contract will be expected to provide assistance and/or coordination to ensure such campaigns are successful.

8. **Q:** How does the City define "youth-focused"?

   A: The City does not define youth-focused. Colloquially, it is understood that youth are persons under the age of 25. Audiences will be discussed as needed per project.

9. **Q:** Are youth expected to be the primary demographic for this effort or one of several priority audiences?

   A: Youth are only one of several potential audiences to be discussed as needed per project.

10. **Q:** Has the City identified preferred or historically effective engagement methods for the public and stakeholder groups?

    A: The City does not have a current preference. The City is seeking Proposals from Firms with the expertise to perform these types of tasks and will evaluate Proposals as identified in the evaluation criteria.

11. **Q:** Does the City anticipate requiring multilingual engagement (written translation or interpreters)? If so, is it appropriate to assume the City will be responsible for arranging and paying for those services?

    A: Translation and interpreter needs will vary by project and will be discussed as needed to determine which party will arrange for the work. The City would pay for work requested.

12. **Q:** Please confirm whether the City will arrange and pay for costs associated with third-party services referenced in section 2.1.

    A: Third-party costs would be covered by the City, but Firms under contract may be expected to provide assistance and/or coordination to be discussed per project.

13. **Q:** Will the City's communications staff be accessible for collaboration and for access to city communication channels (e.g., social media, newsletters, website postings)?

    A: Primary contact will be with individual City project managers who may coordinate with City communications staff as needed.

14. **Q:** In section 3.2C, the term "participating Agencies" is used. Does this refer only to the City of Spokane, or could other agencies participate in engagement activities under this contract?

    A: The City of Spokane is the only agency expected but could potentially include other agencies depending on specific projects.

15. **Q:** For individual projects, will there typically be a designated City staff sponsor or project, or could decision-making authority reside with elected officials or City Council?

A: Decisions made related to work performed under these contracts should not need Council or elected official approval. The City would manage approval of City Council or elected officials if needed.

16. **Q:** In section 3.4A, what kind of documentation is the City looking for in 3.4A? E.g., copy of business license, a written statement that we have 5 years of experience?

    A: Documentation is not specifically identified as a document such as business license. It is the Firm's choice on how to document and demonstrate that they meet the minimum qualifications as identified in Paragraph 3.4A.

17. **Q:** In section 3.4B, the RFP asks for list of related contracts within the past 3 years. Trying to understand if we should include experience over the last 5 years rather than 3 years.

    A: In Paragraph 3.4B, the City is asking for a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts and to identify three (3) specific references from that list which is separate from Paragraph 3.4A describing how Firm meets minimum requirements in Paragraph 1.3 "Minimum Qualifications".

18. **Q:** What information should be included in the Pricing tab, and should the same information also be duplicated in Section 3.5?

    A: There no pricing tab in ProcureWare associated with this Request for Proposals so pricing information shall be submitted with Proposal as identified in Paragraph 3.5 "Cost Proposal".

19. **Q:** Has the City previously engaged Vendors/Firms to assist with stakeholder or community engagement? If so, are there lessons learned or best practices the City would like Vendors/Firms to consider when responding to this request?

    A: The City has previously contracted with Vendors/Firms for engagement services. The City will evaluate Proposals submitted in response to this Request for Proposals content.

20. **Q:** Approximately how many engagement projects does the City anticipate issuing annually under this contract?

    A: This has not been determined.

21. **Q:** Can you please clarify what exactly would be included in reimbursable expenses and what isn't? Our team wants to scope correctly. This section was a bit confusing:

    SERVICES/THIRD PARTY FEES NOT INCLUDED
    Any other services or fees, including but not limited to the following, are not included under contract:
    - *Reimbursable expenses such as printing, postage, event registration fees, & venue fees*
    - *Incentives and/or payments for participation (e.g., gift cards, vouchers, cash)*
    - *Labor for third party services (e.g., translator, childcare provider)*

    The Firm will perform the services described above as requested on a labor fee plus expense basis. The Firm will not exceed the total maximum fee without written authorization from the Client. Labor fee will be billed on an hourly basis according to our then-current rates. For reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost.

    One question came up, if we need to do a mailer, would we do the design, but the City would execute the mailing? Another one, can we bill our accounting service or does that need to be included in our rate? What specifically can we and can we not add as direct expenses in our scope. Thank you!

    A: The City would pay printing and mailing costs. Accounting services should be included as part of the Cost Proposal. The Firm should consider any overhead, staffing, business functions etc. needed to accomplish work that is typical for being in business providing engagement services and to be included as an hourly rate. Services provided by a third party will be determined at time of project discussion and will be coordinated and provided by Firm and a reimbursed expense.

22. **Q:** 4.3 Evaluation Scoring: The Technical Proposal lists 90 points, of which 80 are accounted for in the second column. What items are being evaluated for the remaining 10 points?

    A: This is a typographical error. For the Technical Proposal, the percentage is correct and the points in the line items should be 45 and 45.

23. **Q:** Confirming that the draft proposal for example work detailed in 3.3 does not require full agendas, copy of survey, presentation deck etc. If this is required do these materials count against the page limit?

    A: Specific documents such as a presentation deck, surveys, etc. are not expected as part of a Proposal response. It is Proposer's responsibility to create their proposed approach, methodology and work plan based on the language in Paragraph 3.3 "Technical Proposal" for their Proposal.

24. **Q:** Does sample budget required in 3.5 Cost Proposal count against the 5 page proposal limit?

    A: Yes.

25. **Q:** Section 3.2 of the RFP indicates, "The Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City." If we have proposed exceptions to the terms and conditions for the City's consideration, should we include them specifically in our proposal, or will these items be negotiated post-selection?

    A: One of the line items in the ProcureWare response tab states: "Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.". Follow the instructions as provided and if there are exceptions, that page containing only the exceptions is exempt from the five (5) page limit.

26. **Q:** For section 3.3 Technical Proposal part A says to include any creative approaches and supporting documentation. Does documentation count against the total 5 page limit?

    A: The five (5) page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit. Terms and Conditions exceptions if requested by Proposer are provided on a separate page and are also exempt from the page limit.

27. **Q:** Under 3.4 Management Proposal part B do the projects/contracts listed have to be complete?

    A: Follow the language as written in Paragraph 3.4 "Management Proposal": Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses.

Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

28. **Q:** What means of communication and frequencies are expected between the City and the Firm?

A: Frequency will be determined as needed per project basis. Methods include phone, email, and meetings.

29. **Q:** What level of support does the City intend to provide on an individual outcome basis? For example, would the City be supporting in preparing materials (e.g. conceptual plans, maps, etc.) for Open Houses?

A: This will be discussed and determined per project.

30. **Q:** Can you provide an example of a capital project that the awarded Firm would be assisting with?

A: The City recently completed engagement with internal staff for the Grand Blvd. Restriping from 14th Ave. to 29th Ave. project, but this is an example we may have used an external consultant for.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: **ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Allied World Insurance Company — 22730 INSURER C : AIU Insurance Company — 19399 INSURER D : Lexington Insurance Company — 19437 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W43355806 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	042670158	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	042670159	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			0314-9729	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	042670162	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			012147867	12/31/2025	12/31/2026	Each Occurrence excess of	$5,000,000 $5,000,000

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

per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

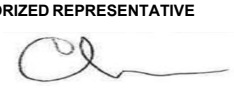
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls BLVD
Spokane, WA 99201-3306

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company NAIC#: 24319
POLICY NUMBER: 0313-8987 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab incl Pollution	Each Claim Limit	$5,000,000
	Policy Aggregate	$5,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (WI)	E.L. EACH ACCIDENT	$1,000,000
& Employers Liability	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE-POL LMT	$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combine Single Limit	$5,000,000
Any Auto	Each Accident	$2,000,000

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SR ID: 29127467 BATCH: 4258614 CERT: W43355806

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: Limited Liability Company

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Mailing address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Dec-31-2026	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	

Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:57:17 AM

Contact us

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Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0561		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (KIMLEY-HORN)		

Agenda Wording

On-call contract for public engagement services with the Kimley-Horn and Associates, Inc., for $150,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 150,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brent C. Crowther, brent.crowther@kimley-horn.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0561

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KIMLEY-HORN AND ASSOCIATES, INC.**, whose address is 601 West 1st Avenue, Suite 1400, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KIMLEY-HORN AND ASSOCIATES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-129

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Kimley-Horn and Associates, Inc.
Submitted By	Taylor Michaels - Monday, March 23, 2026 11:22:02 AM [(UTC-08:00) Pacific Time (US & Canada)] mp.marketing@kimley-horn.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Kylee Jones, AICP, ENV SP 509.213.4378 kylee.jones@kimley-horn.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Brent C. Crowther, PE, PTOE, RSP1 385.420.0941 brent.crowther@kimley-horn.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Kimley-Horn Proposal for On-Call Public Engagement for ICM.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	





PROPOSAL FOR

On-Call Public Engagement Services for Integrated Capital Management Projects

RFP NUMBER 6488-26 • MARCH 23, 2026

PREPARED FOR
CITY OF SPOKANE

PREPARED BY
Kimley»Horn
Expect More. Experience Better.

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N Nelson Street
Spokane, WA 99202

Kimley-Horn
601 W 1st Avenue, Suite 1400
Spokane, WA 99201

A. Kimley-Horn and Associates, Inc.
111 East Broadway, Suite 600
Salt Lake City, UT 94111
Brent C. Crowther, PE, PTOE, RSP$_1$
385.420.0941
brent.crowther@kimley-horn.com

B. Kimley-Horn and Associates, Inc. is a corporation. Under this contract, we will perform work from the following office:

601 W 1st Avenue, Suite 1400
Spokane, WA 99201

C. Kimley-Horn confirms that, to the best of our knowledge, there are no current or former employees from the participating agencies employed by or on the firm's governing board.

D. Kimley-Horn and our team meet and exceed the minimum qualifications identified in the Request for Proposals (RFP), with more than 5 years of experience providing public engagement services for public-sector clients. Kimley-Horn is licensed to do business in the state of Washington and is prepared to begin work immediately upon contract award.

E. Kimley-Horn acknowledges and agrees to comply with all terms and conditions set forth in the RFP and associated addendum, unless otherwise agreed to by the City of Spokane.

Dear Members of the Selection Committee,

The City of Spokane's (City) Integrated Capital Management (ICM) Department requires an engagement partner that can quickly scale services, tailor approaches to individual project needs, and integrate seamlessly with City staff, schedules, and budgets. The Kimley-Horn team, led by Project Manager Kylee Jones, AICP, ENV SP, brings deep experience delivering on-call public engagement programs that combine strategic planning, inclusive outreach, and clear documentation to help agencies make informed, community-supported decisions. Our approach emphasizes transparency, accessibility, and adaptability—resulting in engagement strategies that are rightsized for each project while maintaining consistency with City goals and expectations. Our team offers the following benefits:



Comprehensive Communications Team. Kimley-Horn will leverage the breadth of our staff to deliver outstanding results for ICM. Our team includes public involvement specialists who expertly lead virtual and in-person meetings, craft standout social media packages, and use proprietary software such as KollabSpace and PublicCoordinate to collect and present data from the public in a simple yet visually impactful way. Our in-house graphic design team and marketing specialists develop cohesive written and visual messaging for a variety of audiences. Additionally, our graphic design experts create inspiring and relevant branded content that ties all documents together with a "wow factor." These disciplines collaborate on projects daily, fostering familiarity with the software, processes, and methodologies, which leads to high effectiveness, efficiency, and impressive overall results.

We are committed to maintaining the high standards of communication and documentation that ICM expects, providing seamless coordination and successful project outcomes. We look forward to continuing our collaboration and contributing to the ongoing success of ICM's initiatives.



Transportation Planning and Engineering Experts. Our collective Kimley-Horn team is poised to provide engagement and technical expertise so nothing is lost in translation. This means that all deliverables, including reports, meeting minutes, and summaries, will be vetted in-house and refined for understanding prior to presenting them to ICM and stakeholders. This enhances the quality of all deliverables and reduces comment resolutions and revisions. This approach has led to successful project outcomes across various other projects. Together, we bring a wealth of experience in a variety of disciplines, coupled with creativity, to deliver high-quality outcomes that meet and exceed expectations.



On-Call Experience & City Process Knowledge. We are ready to step in quickly and effectively because we already know how the City moves work forward. Our on-call support on the Spokane Falls Boulevard corridor and intersection improvement projects has enabled us with the knowledge of who to coordinate with, the approval process, and what clear, timely communication looks like. We will keep engagement activities efficient and transparent.

Our team is fully prepared and eager to lead or participate in any public engagement project. Locally based in Spokane, our team is available for in-person or virtual meetings with ICM and stakeholders at a moment's notice. We appreciate the opportunity to partner with the City to provide flexible, responsive, and high-quality public engagement services that support planning, design, and implementation of capital projects across Spokane. If you have questions regarding this proposal or require additional information, please do not hesitate to contact Kylee at kylee.jones@kimley-horn.com or 509.213.4378.

Sincerely,

KIMLEY-HORN

Kylee Jones, AICP, ENV SP
Project Manager

Brent C. Crowther, PE (UT), PTOE, RSP$_1$
Transportation and Traffic Engineer/Authorized Signer

3.3 TECHNICAL PROPOSAL

A. Project Understanding and Approach

Project Understanding

ICM projects span a range of early-phase capital efforts, including corridor studies and conceptual design, traffic and intersection improvements, stormwater and utility coordination, and other City-led infrastructure projects. These efforts require engagement appropriately scaled to the project phase and that supports informed decision-making as projects advance.

These projects often involve changes, improvements, or modifications to active streets and infrastructure systems that directly affect businesses, residents, and daily users. Improvements to access, parking, roadway configuration, and multimodal facilities can create competing priorities, requiring clear communication of tradeoffs and constraints. As your public engagement on-call team, we understand that task orders will vary in scope and complexity, and we will keep engagement approaches flexible and responsive to support a range of City priorities.

Through our current on-call work with the City, including engagement for the Spokane Falls Boulevard corridor and intersection improvement projects, we understand the City's coordination processes, communication expectations, and the importance of aligning engagement with technical milestones. Effective engagement must be targeted, timely, and directly tied to decision points so input can be meaningfully incorporated into project outcomes. **Many of these projects are also highly visible and can generate strong public interest, requiring a thoughtful and well-coordinated approach to communication and outreach.**

Proposed Approach

We design engagement strategies tailored to each project's scale, impact, and stakeholder complexity. At the outset of each assignment, we develop a project-specific public engagement plan that defines the appropriate level of engagement, identifies key stakeholders, and outlines where community input can most meaningfully inform project decisions. This creates engagement efforts that are focused, efficient, and aligned with project timelines and decision-making needs.

We then implement targeted engagement methods and tools based on this framework, selecting approaches that are appropriate to the project context and intended audience.

Engagement methods and tools may include:

- **Focused stakeholder meetings** with businesses, property owners, and corridor users to understand operational needs
- **Pop-ups and intercept engagement** to reach people who may not attend formal meetings
- **Online surveys and interactive tools** to broaden participation and gather input
- **Targeted outreach** through mailers, schools, and community partners to reach specific audiences
- **Visual materials**, including branded project flyers, graphics, conceptual designs, cross-sections, and short videos to clearly communicate design options and tradeoffs

Our in-house communications and graphic design team supports the development of consistent and visually compelling materials that translate technical concepts into accessible information.

Kylee brings nearly a decade of experience leading engagement for transportation and capital infrastructure projects, including for the City, delivering outreach strategies that are practical, targeted, and aligned with project needs. This approach emphasizes both the quality of participation and the usability of input, resulting in clear, actionable outcomes for decision-makers. **This approach allows us to focus not only on participation levels, but also on gathering input that can be clearly interpreted and applied to project decisions.**



Methodology for Management

Public engagement often involves navigating competing priorities, evolving project conditions, and varying levels of public interest. Our team actively manages these dynamics to keep engagement productive and aligned with project goals.

When challenges arise, we:

- **Facilitate smaller, targeted discussions** when broader forums do not lead to productive dialogue
- **Reframe conversations** around project tradeoffs to help stakeholders understand constraints and options
- **Adjust outreach strategies in real time** if participation is low or key audiences are not being reached
- **Increase partnership with community** organizations, schools, and local networks to expand outreach and improve participation
- **Clearly communicate decision boundaries** and project limitations to set expectations and reduce confusion

Through our work on Spokane Falls Boulevard and other City projects, we have experience managing situations where stakeholder preferences differ or where consensus is limited. Our focus is on maintaining forward progress while documenting input transparently and considering it in a meaningful way. **This allows the City to make informed decisions with a clear understanding of both community perspectives and project constraints.**

Project Management

Kimley-Horn will provide responsive and organized project management to support multiple concurrent task orders. Our team will coordinate closely with the City to track progress, manage schedules, and align deliverables with project priorities and timelines. We emphasize clear communication, timely execution, and consistency across assignments to support efficient on-call service delivery.

QUALITY CONTROL

Kimley-Horn implements a structured quality assurance/quality control (QA/QC) process for all deliverables, including outreach materials, summaries, and reports. Draft products undergo internal review to ensure clarity, consistency, and alignment with project objectives prior to City review. **Amalia Andrews** will serve in an advisory and QA/QC role, providing independent review and strategic guidance to maintain quality and consistency across task assignments.

RESOURCES ALLOCATION

Kimley-Horn uses internal resource planning tools to allocate staff efficiently across multiple task orders and confirm the availability of the appropriate team members. Our approach includes:

- **Use of Castaheads system** to plan and allocate staff across concurrent task orders
- **Monthly look-ahead planning** to anticipate the upcoming workload and coordinate staffing needs
- **Weekly internal milestone meetings** to align team members, track progress, and proactively address scheduling and resource needs

Our approach allows us to respond quickly to new assignments, maintain continuity, and scale resources as needed to support timely delivery.

B. Proposed Work Plan

The following work plan is based on the sample project scope provided by the City and reflects a typical sequence of engagement activities. Kylee will coordinate closely with City staff to align engagement efforts with technical work, project schedules, and communication goals. This approach is scalable and will be tailored to each assignment based on project complexity and the level of community interest.

TASK 1 – KICK-OFF AND COORDINATION

The Kimley-Horn team will begin each assignment with a kick-off meeting to confirm the scope, schedule, roles, decision points, and key issues. We will coordinate with the City's project manager and communications staff to establish clear messaging, preferred communication channels, and protocols for review and approval. We will document outcomes from the kick-off meeting and use them to finalize an engagement approach that aligns with the overall project schedule and technical work.

Deliverables ↘ **Agenda, Kick-off Meeting Summary, Engagement Outline/Schedule**

TASK 2 – LEADERSHIP COORDINATION

Our team will lead a coordination meeting with elected officials and/or City administrative staff to introduce the project and confirm priorities. Early alignment will help identify key considerations that may influence outreach and messaging.

Deliverables ↘ **Presentation Materials, Summary of Input**

TASK 3 – STAKEHOLDER MEETINGS

We will conduct two stakeholder meetings with key groups (e.g., businesses, neighborhood organizations, and property owners) to gather detailed perspectives early in the process. We will facilitate focused discussions to identify issues, opportunities, constraints, and refine project considerations.

Deliverables ↘ **Meeting Materials, Stakeholder Input Summary**

TASK 4 – COMMUNITY SURVEY

Our team will develop and administer a survey to gather input and reach audiences beyond in-person meetings. We will draft survey content that explains the project context and asks questions that yield actionable feedback. We will coordinate the survey launch with City staff, monitor participation during the open period, and summarize results to inform ongoing engagement and project decisions.

Deliverables ↘ **Survey Platform, Question Development, Summary of Results**

TASK 5 – OUTREACH MATERIALS

We will develop outreach materials to inform the public and support participation.
As appropriate, we will prepare items such as one-pagers, newsletters, flyers, display boards, branding/logos, website content, and multimedia elements. We will coordinate content and design with the City to maintain branding consistency.

Deliverables ↘ **Distribution-Ready Outreach Materials**

TASK 6 – COUNCIL COMMITTEE PRESENTATION

The Kimley-Horn team will prepare one City Council committee presentation to summarize engagement findings and project progress. We will develop presentation materials and supporting talking points in coordination with City staff.

Deliverables ↘ **Presentation Slides, Key Messages**

TASK 7 – PROJECT MANAGEMENT

We will provide and maintain ongoing coordination, schedule tracking, and documentation throughout the assignment. We will maintain regular communication, provide timely status updates, and proactively identify needs, risks, and upcoming milestones. We will adjust the engagement approach as project needs evolve while maintaining alignment with scope, schedule, and communication goals.

Deliverables ↘ **Status Updates, Meeting Notes, Engagement Summaries**

Project Schedule

Our staff has the technical expertise and resources necessary to successfully deliver the wide range of public engagement tasks that will result from this on-call. **Figure 2** outlines our proposed schedule and details the expected timeframes for work elements and deliverables.

Figure 2. Proposed Schedule

	MAY	JUN	JUL	AUG	SEPT	OCT
Task 1. Kick-Off and Coordination						
1.1 Project Initiation	★					
1.2 Coordination Setup						
Task 2. Leadership Coordination						
2.1 Meeting Preparation						
2.2 Leadership Meeting						
Task 3. Stakeholder Meetings						
3.1 Stakeholder Identification						
3.2 Meeting Facilitation						
Task 4. Community Survey						
4.1 Survey Development		✓				
4.2 Distribution						
Task 5. Outreach Materials						
5.1 Content Development			✓			
5.2 Visual Design				✓		
5.3 Public Engagement						
Task 6. Council Committee Presentation						
6.1 Presentation Development					✓	
Task 7. Project Management						
7.1 Ongoing Coordination						
7.2 Schedule and Budget Management						
7.3 Engagement Summary						✓

✓ Deliverables ★ Kick-Off Meeting and Project Inception

Subconsultants

Kimley-Horn does not anticipate using subconsultants for this contract.

Expectations for City Collaboration

Roles and Responsibilities

For each task assignment, Kimley-Horn will work with the City's project manager to define roles, responsibilities, and decision points. The City project manager will play an active role in guiding engagement, including reviewing materials, confirming key messages, and helping determine the appropriate level of involvement throughout the process.

Coordination with City Staff

City collaboration will include coordination with the Public Information Office (PIO), including Kirstin Davis, to align messaging, timing, and communication with City leadership, elected officials, stakeholders, and the broader public. ICM technical staff will provide input on project details, constraints, and tradeoffs to share information with the public that is accurate and consistent.

Kimley-Horn Support

Kimley-Horn will support the City as an extension of staff by preparing materials, coordinating logistics, and facilitating or co-facilitating engagement activities as appropriate. Our team will also brief City staff and develop key messages to support effective participation.

To support consistent coordination, Kimley-Horn will:

- **Hold regular check-ins** with the City's project manager (e.g., weekly or biweekly) to review progress, upcoming activities, and key decisions
- **Provide concise, decision-focused updates** summarizing progress, risks, and next steps
- **Coordinate messaging and materials with PIO staff** to maintain consistency across communication channels
- **Prepare City staff for engagement activities** through pre-meeting briefings, talking points, and alignment on roles

City Participation in Engagement

During engagement activities, City staff may participate in a variety of roles depending on the project, including as co-facilitators, technical representatives, or attendees. Kimley-Horn will lead facilitation and coordination of the engagement process, while City staff provide technical input, policy context, and overall project direction.

3.4 MANAGEMENT PROPOSAL

A. Experience of the Firm

Kimley-Horn knows you are looking for more than just an experienced outreach firm—you are looking for a vested partner with the project delivery experience, expertise navigating complex projects, flexibility to handle ICM and stakeholder requests, experienced professionals familiar with potential project challenges, and the ability to lead the project through the public and regulatory process.

Kimley-Horn and our team meet and exceed the minimum qualifications, bringing more than 5 years of experience providing public engagement services, and are licensed to do business in the state of Washington. Each of our key team members has a proven track record delivering public engagement projects for municipal clients, ranging from small, short-term efforts to large, multi-year initiatives. A sample of our team's public engagement experience spanning the last decade includes:

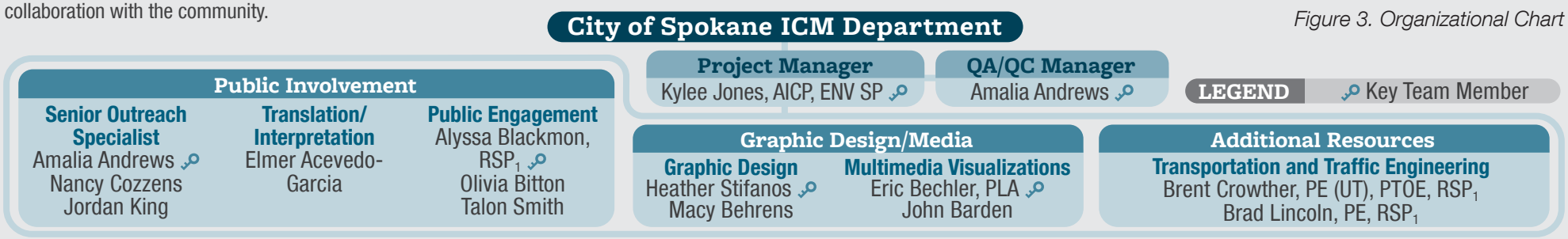
- UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) *(2014-Ongoing)*
- Sound Transit, Everett Link Extension (EVLE) and Operations and Maintenance Facility (OMF) North *(2020-Ongoing)*
- Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for City Creek Treatment Plant Upgrades *(2021-2023)*
- UDOT, Event Planning On-Call *(2024-Ongoing)*

Additionally, our team is backed by Kimley-Horn's nationwide network of 9,800 employees across 150 offices, enabling efficient staffing, on-schedule delivery, and the application of best practices. Whether it is through interactive visual documents, user-friendly websites, engaging graphics, dynamic videos, or more, our team can bring ICM's vision to life.

Organizational Chart

Figure 3 shows our on-call project team, assigned roles, and available support staff. **Project Manager Kylee Jones has prime responsibility and authority for all assignments and serves as the City's main point of contact.** Staff will be assigned based on expertise. This structure establishes team assignments and clear lines of authority while allowing rapid mobilization and continuity across on-call tasks. The detailed resumes beginning on **page A-1** show how our staff have been instrumental in delivering public engagement and on-call services for public agencies. Their experience includes preparing outreach materials, developing surveys, facilitating stakeholder meetings, and creating effective presentations, all focused on strengthening communication and collaboration with the community.

Figure 3. Organizational Chart



Experience of Our Key Personnel

Our team members are ready and available to support the tasks released under this on-call contract. We commit to having the staff identified in this proposal perform the assigned work. If a substitution becomes necessary, we will request the City's prior approval. The percentage of time each key personnel will be assigned to the project is provided below.

Kylee Jones, AICP, ENV SP | Project Manager | 9 Years of Experience | Assigned 40%



Qualifications: Kylee leads transportation and community facilitation projects across Washington and the Northwest, bringing expertise in sustainable transportation and equitable, community-driven engagement. **Responsibilities:** Kylee will serve as project manager and main point of contact for the City.

Amalia Andrews | QA/QC Manager and Senior Outreach Specialist | 27 Years of Experience | Assigned 10%



Qualifications: Amalia is a strategic communications expert, providing public involvement services. **Responsibilities:** Amalia will provide technical support in developing a public engagement plan that is reflective of the local community.

Alyssa Blackmon, RSP$_1$ | Public Engagement | 4 Years of Experience | Assigned 30%



Qualifications: Alyssa supports traffic and transportation engineering projects, focusing on safety solutions for state, local, and Tribal communities. **Responsibilities:** Alyssa will support the creation of deliverables and perform public engagement.

Heather Stifanos | Graphic Design Lead | 14 Years of Experience | Assigned 20%



Qualifications: Heather supports public outreach for planning and engineering projects by translating complex information into graphics across print and digital formats. **Responsibilities:** Heather will provide rapid-turnaround visual support for engagement activities to keep City communications clear and consistent.

Eric Bechler, PLA | Multimedia Visualizations | 9 Years of Experience | Assigned 20%



Qualifications: Eric creates visuals and graphics for transit and transportation planning projects, translating technical information for public meetings, presentations, and outreach. **Responsibilities:** Eric will design visualizations and graphics for public engagement efforts that are clear, consistent, and audience-friendly.

B. Kimley-Horn Contracts During the Last 3 Years

Building on our experience providing on-call support for the City through contracts such as the Falls Boulevard Reconstruction project, our most relevant contracts within the last 3 years are provided in Table 1. We invite you to contact our references; they can speak to how we listened to their needs, met their schedules, supported their missions, and delivered results.

Table 1. Relevant Contracts During the Last 3 Years

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
1. South Salt Lake City, Public Involvement for Maxwell Lane	2023–2023	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C
Kimley-Horn is leading coordination efforts, providing timely communication, responsiveness to resident concerns, and smooth execution of outreach activities to foster transparency and community trust.				
2. SLCDPU, Public Involvement for City Creek Water Treatment Plant	2021–2023	Chole Morroni	*262.909.5341 | chloe.morroni@SLC.gov*	A B C D E F
Our team produced renderings, infographics, brochures, fact sheets, digital communication via social media, a dedicated project website, and more. By simplifying complex technical details and making the information accessible, our design deliverables helped build trust and garner widespread public support for the project.				

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
3. Metropolitan Water District of Salt Lake and Sandy, Public Engagement	2024–Ongoing	Breana Jackson	*408.838.9492 | bjackson@MWDSLS.gov*	A B C D E F
Under a 5-year master services agreement, the Kimley-Horn team is providing community relations and public participation services. Tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.				
4. City of Spokane Valley, Active Transportation Plan	2025–Ongoing	Adam Jackson	*509.720.5024 | ajackson@spokanevalleywa.gov*	A B C D E F
5. City of Millcreek, Public Involvement for 2000 East; Salt Lake City/Millcreek Boundary to Siggard Drive Improvements	2022–2025	John Miller	*801.214.2719 | jmiller@millcreek.us*	A B C D F
6. South Salt Lake City, Public Involvement for 500 West; 3300 South to 3900 South Design and Environmental	2020–2024	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C F
7. Silver Lake Water District, Community Outreach for 10th Drive SE Water and Sewer Main Improvements	2022–2024	Hawk Radosevich	*425.287.8222 | hradosevich@slwsd.com*	A B C D F

Legend: A Kick-off Meeting B Public Engagement Plan (PEP) C Project Branding D Website Development E Survey Development and Analysis F Stakeholder Interviews

C. No Terminations for Default in the Past 5 Years

Kimley-Horn has never been terminated for cause or default. The firm does not track terminations for convenience. Kimley-Horn also has no claims or litigation in the state of Washington.

3.5 COST PROPOSAL

Rates and total project costs will be applied on a task order basis and may be refined in coordination with the City based on scope, complexity, and level of effort required.

Name	Role	Classification	Billing Rate ($/hr)
Kylee Jones	Project Manager	Project Manager	$280
Amalia Andrews	QA/QC Manager	Senior Professional I	$295
Nancy Cozzens	Public Involvement	Senior Professional I	$295
Jordan King	Public Involvement	Professional I	$250
Alyssa Blackmon	Public Involvement	Analyst III	$220
Elmer Acevedo-Garcia	Public Involvement	Analyst III	$220
Olivia Bitton	Public Involvement	Professional I	$250
Talon Smith	Public Involvement	Analyst II	$190
Heather Stifanos	Graphic Design	Graphic Design II	$230
Macy Behrens	Graphic Design	Graphic Design I	$185
John Barden	Graphic Design	Graphic Design III	$290
Eric Bechler	Graphic Design	Graphic Design I	$220
Brent Crowther	Traffic Analysis	Senior Professional III	$295
Brad Lincoln	Traffic Analysis	Senior Professional II	$295
Project Accountant	Project Accountant	Project Accountant	$185

Sample Budget: City of Spokane On-Call Public Engagement	**Kylee Jones** Project Manager	**Amalia Andrews** QA/QC / Specialist	**Alyssa Blackmon** Public Engagement	**Macy Behrens** Graphic Design	**Eric Bechler** Visualizations	**Project Accountant** Administration		
Hourly Rate (Includes COLA adjustments)	*$280*	*$295*	*$220*	*$185*	*$220*	*$185*	*Total Hours*	*Total*
Task 1 - Kick-Off and Coordination	8	0	2	0	0	0	10	$2,680
Task 2 - Leadership Coordination	4	0	0	4	0	0	8	$1,860
Task 3 - Stakeholder Meetings	5	0	3	0	0	0	8	$2,060
Task 4 - Community Survey	7	0	7	2	0	0	16	$3,870
Task 5 - Outreach Materials	16	2	6	10	14	0	48	$11,320
Task 6 - Council Committee Presentation	1	0	2	2	0	0	5	$1,090
Task 7 - Project Management	8	1	10	4	0	4	27	$6,215
Expenses (Printing, Postage, venue fees, etc.)								$500
Total	**49**	**3**	**30**	**22**	**14**	**4**	**122**	**$29,595**



KYLEE JONES, AICP, ENV SP // Project Manager

Years of Experience: 9

Kylee leads transportation and community facilitation and planning projects across Washington and the Pacific Northwest. She brings a collaborative, community-driven approach to every project, with expertise in sustainable transportation, equitable community engagement, federal grant strategy, and National Environmental Policy Act (NEPA) compliance. Kylee has managed complex initiatives that integrate housing, land use, and mobility policies into long-range plans. She finds reward in seeing community priorities reflected in fully funded and implemented projects.

Education

- Master of Science, Sustainable Transportation, University of Washington
- Bachelor of Science, Urban and Regional Planning, Eastern Washington University

Credentials

- American Institute of Certified Planners (AICP) (#33291)
- Envision Sustainability Professional (ENV SP) (#58687)

Affiliations

- American Planning Association, Member
- Institute of Transportation Engineers (ITE), Member
- Women's Transportation Seminar (WTS), Member

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Project Manager.* Kylee and the Kimley-Horn team work closely with City staff and partners to deliver project-specific public involvement services. The team has supported public outreach for the Francis Avenue/Assembly Street intersection improvements and is currently leading engagement for the Spokane Falls Boulevard conceptual design project. Our team is developing tailored strategic communication and outreach plans, facilitating stakeholder and community meetings, and preparing outreach materials responsive to the unique needs of stakeholders and corridor contexts. We prioritize meaningful participation, relationship-building, and translating community input into clear, actionable guidance that informs project decisions. This approach provides transparency, builds community trust, and supports informed, community-driven outcomes.

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Manager.* The Kimley-Horn team is leading the development of an active transportation plan that will support the City's Comprehensive Plan, which is currently being updated, while identifying safety needs and proposing a prioritized list of projects to accomplish safety and connectivity improvements for all users of the City's transportation network.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Third Party Coordination.* Kylee is supporting Sound Transit with third-party coordination, including developing messaging and managing the rollout of project information to city and agency partners. She is coordinating with multiple jurisdictions, aligning communication strategies, and ensuring consistent, timely information sharing to support project understanding and regional collaboration.

Relevant Experience

City of Spokane, Metropolitan Transportation Plan Horizon 2045, Spokane, WA – *Engagement Lead and Senior Planner**

Spokane Regional Transportation Council, Public Participation Plan, Spokane, WA – *Project Manager**

City of Mukilteo, On-Call Services, Mukilteo, WA – *Deputy Project Manager*

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist*

Kittitas County, Comprehensive Plan and Climate Element, Kittitas, WA – *Project Planner*

Walla Walla County, Comprehensive Plan and Climate Element, Walla Walla, WA – *Project Planner*

City of Anacortes, On-Call Transportation Services, Anacortes, WA – *Senior Planner*

Association of Washington Cities, Facilitation Services for Updating the Memorandum of Understanding on City Streets as Part of State Highway, Statewide, WA – *Facilitation and Technical Expert*

Idaho Transportation Department, Idaho Statewide Rail Plan, Boise, ID – *Deputy Project Manager*

Utah Department of Transportation (UDOT), Reconnecting Communities Study, Salt Lake City, UT – *Project Planner*

**Project completed prior to joining Kimley-Horn*



AMALIA ANDREWS // QA/QC Manager and Senior Outreach Specialist

Years of Experience: 27

Amalia provides effective and strategic communication, public involvement, and event management services. Her extensive background in the transportation industry has resulted in significant success and overwhelming client satisfaction. She is experienced in a broad range of services, including community relations, business development, and applying proven public involvement techniques to educate, inform, and involve the public. She understands the importance of being alert, available, and responsive in a nearly 24/7 industry.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Group Facilitation Skills for Public Engagement Certificate, Dialogue Partners/IAP2
- Certified Partnering Facilitator, UDOT/ Associate General Contractors

Affiliations

- IAP2 USA, Member
- WTS, Member
- International Right-of-Way Association (IRWA), Member

Featured Experience

Silver Lake Water District, 10th Drive SE Water and Sewer Main Improvements, Everett, WA – *Public Involvement Specialist.* The scope of this project included a community outreach plan, in which Amalia engaged stakeholders to improve infrastructure in advance of anticipated redevelopment along the EVLE corridor.

UDOT, Highland Drive Improvements, Cottonwood Heights, UT – *Public Involvement Specialist.* Amalia led the public involvement efforts for this project in both design and construction phases. Efforts included property owner meetings, monument sign removal coordination, contractor coordination, collateral creation and distribution, and troubleshooting construction-related issues.

South Salt Lake City/UDOT, 500 West; 3300 South to 3900 South Design and Environmental, South Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn worked on the environmental and design phases to rebuild 500 West from 3900 South to 3300 South. Our public involvement team worked closely with the right-of-way (ROW) team to facilitate a faster ROW clearance. Strategies included door-to-door engagement, flyer delivery, certified letters, and in-person, one-on-one property owner meetings, explaining complex designs to property owners and facilitating design changes in response to public feedback. Kimley-Horn also provided public involvement services during construction.

Relevant Experience

UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) 2014-2029, Statewide, UT – *Public Involvement Specialist*

UDOT, Event Planning On-Call 2024-2029, Statewide, UT – *Project Manager*

Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for Big Cottonwood Water Treatment Plant Rebuild and City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement*

South Salt Lake City, 700 West; 3300 South to 3900 South, South Salt Lake City, UT – *Public Involvement Specialist*

Utah Transit Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Public Involvement Specialist*

Arizona Department of Transportation (ADOT), I-10, SR 85 to Verrado Way General-Purpose Lanes, Buckeye, AZ – *Public Involvement Specialist*

ADOT, Southern Navajo and Apache County Regional Transportation Plan, Southern Navajo and Apache Counties, AZ – *Public Involvement Specialist*

ADOT, Arizona Strategic Highway Safety Plan (SHSP), Statewide, AZ – *Public Involvement Specialist*



ALYSSA BLACKMON, RSP$_1$ // Public Engagement

Years of Experience: 4

Alyssa brings experience in traffic and transportation engineering, with a focus on safety solutions for state departments of transportation, local agencies, and Tribal communities. She integrates data-driven analysis with extensive stakeholder and public engagement, collaborating closely with communities to interpret their needs and delivering tailored, implementable solutions. Alyssa will provide the project team with practical solutions, balancing engineering analysis with the specific needs of the community.

Education

- Bachelor of Science, Civil Engineering, University of Alabamay

Credentials

- Road Safety Professional 1 (#1529)

Affiliations

- ITE, Member

Featured Experience

City of Everett, Everett Vision Zero Safety Action Plan, Everett, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is collecting and analyzing traffic safety data and identifying policies and programs for better safety outcomes. In partnership with a certified disadvantaged business enterprise (DBE), Alyssa led Kimley-Horn's efforts in conducting extensive community engagement through interviews, stakeholder workshops, online open houses and surveys, social media, earned media, and a project website. Alyssa helped identify underserved communities by analyzing multiple data sources to support Everett's Title VI Public Participation efforts.

Lummi Nation, Safety Action Plan, Lummi Reservation, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is developing a Safety Action Plan and is performing demonstration activities in compliance with the US Department of Transportation's Safe Streets and Roads for All (SS4A) program. Alyssa led public engagement efforts that included two in-person pop-up events, three project stakeholder meetings, and the development of an online interactive website and survey.

City of Anacortes, Comprehensive Safety Action Plan (CSAP), Anacortes, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn assisted the City in drafting a CSAP and developing a strategy to prevent fatalities and serious injuries within City limits. This project featured a robust public engagement plan and equity impact assessment. The Kimley-Horn team identified a comprehensive set of projects to address the safety problems in the CSAP using inclusive and representative processes.

Relevant Experience

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Analyst*

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Project Analyst*

UDOT, Reconnecting Communities Study, Salt Lake City, Utah – *Project Analyst*

Stillaguamish Tribe of Indians, Transportation Safety Plan, Arlington, WA – *Project Analyst*

City of Anacortes, Traffic On-Call, Anacortes, WA – *Project Analyst*

Tulalip Tribes, Transportation Safety Planning and Road Safety Assessment, Tulalip, WA – *Project Analyst*

Iowa County Engineers Association, CSAPs, Statewide, IA – *Project Analyst*

Little Five Points (L5P) Community Improvement District, L5P Mobility Plan, Atlanta, GA – *Project Analyst*

Georgia Department of Transportation (GDOT), SR 154 (Trinity Avenue) Traffic Engineering Study, Fulton County, GA – *Project Analyst*

City of Loganville, Traffic Study, Loganville, GA – *Project Analyst*



HEATHER STIFANOS // Graphic Design Lead

Years of Experience: 14

Heather is a multidisciplinary graphic designer skilled in visual communication, translating technical information into clear and accessible messaging for a wide variety of projects and audiences. She collaborates closely with her clients to understand their needs and develop creative solutions. Heather's design skills include logo creation, brand identity, brand guidelines, public engagement materials, report and presentation design, information design, and experience with multimedia such as video editing, website design, and drone photography.

Education

- Bachelor of Science, Visual Communication Design, Arizona State University

Affiliations

- American Institute of Graphic Artists, Member

Featured Experience

UDOT, Structures Program Support and Technical Assistance, Statewide, UT – *Graphic Designer.* Under this on-call contract, Kimley-Horn serves as an extension of the UDOT Structures Division, providing program support, including planning, organizing, and facilitating workshops for designers and contractors; coordinating and executing workshops and training programs; preparing presentations and meeting agendas; coordinating national initiatives; and engaging in industry and public communication.

SLCDPU, Public Involvement for Big Cottonwood Water Treatment Plant Rebuild, Salt Lake City, UT– *Graphic Designer.* Kimley-Horn provided public engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, a social media campaign, an extensive website build, broad educational outreach within communities where rate-end users live/work/play, print media (mailers, displays, etc.), surveying, and translation services.

Metropolitan Water District of Salt Lake and Sandy (MWDSLS), Community Relations and Public Participation Services On-Call, Various Locations, UT– *Graphic Designer.* Kimley-Horn is currently providing community relations and public participation services for Metro Water under a 5-year master services agreement. Our tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.

Relevant Experience

MWDSLS, Rebrand and Relaunch, Sandy, UT– *Graphic Designer*

UDOT, Event Planning, Statewide, UT – *Graphic Designer*

SLCDPU, Public Involvement for City Creek Water Treatment Facilities, Salt Lake City, UT – *Graphic Designer*

Utah Transportation Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Graphic Designer*

Sound Transit, Everett Link Extension and Operations Maintenance Facility North, Snohomish County, WA – *Graphic Designer*

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer*

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Graphic Designer*

Maricopa Association of Governments (MAG), Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ – *Graphic Designer*

ADOT, Complete Transportation Guidebook, Statewide, AZ – *Graphic Designer*



ERIC BECHLER, PLA // Multimedia Visualizations

Years of Experience: 9

Eric develops layouts, informational graphics, and digital assets that support transit and transportation planning projects. His work emphasizes accessibility, consistency, and visual clarity across print and digital formats. He has proven success translating technical information into clear visuals that support public meetings, presentations, and outreach materials. He collaborates closely with clients and team members to tailor graphics to project goals, stakeholder needs, and agency standards.

Education

- Bachelor of Landscape Architecture, University of Oregon
- Professional Landscape Architect in WA (#22006745)

Credentials

- Professional Landscape Architect in WA (#22006745)

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Graphic Designer.* The City is proposing converting Spokane Boulevard from a one-way to a two-way street. The project would feature protected bike lanes, traffic calming measures, and improved traffic signals and streetlights. In an effort to gain approval and buy-in from residents and businesses, Eric is working with Kylee to develop visualization exhibits and motion graphics to assist the team's Spokane Boulevard public outreach efforts.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Eric worked with Sound Transit to develop an animated video that explains new initiatives designed to reduce the impacts of development on vulnerable populations. As Sound Transit expands its services, it is prioritizing efforts that minimize disruption for residents and help maintain their standard of living.

Wasatch Front Regional Council, Comprehensive Safety Action Plan, Salt Lake City, UT – *Graphic Designer.* Kimley-Horn prepared a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the Wasatch Front region. The plan analyzed safety needs, identified high-risk locations and factors contributing to crashes, and prioritized strategies to address them.

Relevant Experience

Skagit Transit, Zero Emissions Bus Study, Skagit, WA – *Graphic Designer*

City of Boise, Boise Parks Conditions, Boise, ID – *Graphic Designer*

Regional Transportation Commission (RTC) of Southern Nevada, Southern Nevada Equitable Access to Mobility Action Plan (EAMAP), Las Vegas, NV – *Graphic Designer*

UDOT, I-15; SR-97 (5600 South) Widening Progressive Design Build Program Management, Roy, UT – *Graphic Designer*

City of Mesa, Las Sendas Conceptual Design and Traffic Calming Concept, Mesa, AZ – *Graphic Designer*

City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design, Colorado Springs, CO – *Graphic Designer*

City of Goodyear, Estrella Parkway Vineyard Avenue to MC85 Improvement Design Services, Goodyear, AZ – *Graphic Designer*

Yavapai County Flood Control District, Dewey-Humboldt Area Drainage Master Plan, Dewey, AZ – *Graphic Designer*

City of Scottsdale, Systemwide Parks and Recreation Master Plan, Scottsdale, AZ – *Graphic Designer*



NANCY COZZENS // Senior Outreach Specialist

★ *Years of Experience: 24*

Nancy is a skilled public involvement manager with expertise in partnering, facilitation, proactive management and planning, and problem-solving. Nancy ensures consistent, efficient, and sound communication to stakeholders. She has proven relationship-building skills within project teams, cities, businesses, and residents. She can resolve stakeholder issues with minimal escalation, solve problems quickly, and foster positive project views.

Credentials

- Associate of Arts, Public Relations and Theatre, University of Utah
- Associate of Arts, Public Relations, Public Speaking, Conflict Resolution, Brigham Young University
- Associate of Arts, Music, Dance, Theatre, Brigham Young University
- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Certified Partnering Facilitator, UDOT/Associated General Contractors

Relevant Experience

UDOT, SR-186; Beck Street to North Temple, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team led coordination with nearby property and business owners, Salt Lake City, the traveling public, Utah Trucking Association, Traffic Operations, UDOT Region 2, and other key stakeholders.

UDOT, SR-269; 600 South and 500 South, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team engaged in outreach to local businesses, residents, and stakeholders to inform them about the project's impact and schedule, particularly given the night-work challenges in this busy area.

UDOT, US-89, Victory Road to Davis County Line, North Salt Lake/Salt Lake City, UT – *Public Involvement Manager.* Public involvement included collecting stakeholder information, canvassing the project area to share the project overview, notifying stakeholders of the upcoming construction start, providing project contact information, responding to stakeholder inquiries, conducting on-site meetings, and more.



JORDAN KING // Senior Outreach Specialist

★ *Years of Experience: 19*

Jordan is a strong written and verbal communicator. He builds relationships with community members on behalf of clients and is adept at finding solutions to sensitive public concerns that correlate with his client's goals. He has experience coordinating events and developing newsletters, websites, press releases, social media content, and print media for use in public communication. Jordan's ability to use multiple platforms to communicate allows him to ensure the message is clear and reaches the right audiences.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Crisis Communications Certification

Relevant Experience

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Project Manager.* Jordan led engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, surveying, and translation services.

City of Taylorsville, Redwood Road Mobility; 4100 South to 5400 South, Taylorsville, UT – *Public Involvement Manager.* Jordan led public involvement services, including building and nurturing relationships with stakeholders and property owners. Strategies included door-to-door engagement, flyer delivery, postcards, certified letters, virtual and in-person one-on-one property owner meetings, explaining complex designs to property owners, and facilitating design changes in response to public feedback.

Utah Transit Authority, Bus Stop Improvement Program, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn is providing boots-on-the-ground public engagement services, coordinating with adjacent stakeholders, residents, and businesses ahead of construction. Engagement includes developing an outreach plan for each bus stop, responding to opposition and outrage, explaining decision-making processes, coordinating with city and local government officials, and maintaining working relationships with all involved parties.



BRENT CROWTHER, PE (UT), PTOE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brent specializes in multimodal safety, traffic engineering, and transportation planning. He has led intersection, corridor, and statewide safety analyses; long-range transportation plans; bicycle and pedestrian plans; and campus, corridor, area, regional, and statewide transportation plans. He brings deep safety and planning experience to support a wide range of project transportation needs.

Credentials

- Master of Science, Civil Engineering, Virginia Polytechnic Institute and State University
- Bachelor of Science, Civil Engineering, Brigham Young University
- Professional Engineer (PE) in AZ, CA, ID, and UT
- Professional Traffic Operations Engineer (PTOE) (#4166)
- Road Safety Professional 1 (#326)

Relevant Experience

UDOT, Reconnecting Communities Study, Salt Lake City – *Project Manager.* This project is evaluating strategies to reconnect neighborhoods divided by legacy transportation infrastructure. Brent and the Kimley-Horn team are assisting Salt Lake City in defining transportation challenges, identifying realistic solutions, and communicating the benefits, costs, and challenges of potential solutions.

Wasatch Front Regional Council, Power District Transportation Study, Salt Lake City, UT – *Project Manager.* Brent led a multimodal transportation study to support the development of a new 100-acre urban district in Salt Lake City. He oversaw technical analysis and stakeholder coordination to evaluate roadways, transit, and active transportation improvements that enhance accessibility, support future land use, and accommodate major civic destinations.

Cache Valley Transit District, Transit Feasibility Study, Logan, UT – *Project Principal.* Brent served as a local advisor, helping the Kimley-Horn team prepare a transit feasibility study that evaluates a range of origins and destinations, including suburban communities, cities in neighboring transit agency jurisdictions, and seasonal recreation sites. Stakeholder engagement was critical, as new service opportunities will require strategic partnerships and/or funding strategies.



BRAD LINCOLN, PE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brad provides a full suite of transportation planning and traffic engineering services, with an extensive history of conducting analyses and impact evaluations for a variety of developments across Washington. His project portfolio includes comprehensive plans, safety studies, on-call tasks, large industrial/commercial developments, and large residential developments. Brad regularly communicates complex information to a range of stakeholders and communities.

Credentials

- Master of Business Administration, Seattle University
- Bachelor of Science, Civil Engineering, Arizona State University
- PE in WA (#42307), ID, OR, and MT
- Road Safety Professional 1 (#1316)

Relevant Experience

City of Anacortes, Transportation On-Call, Anacortes, WA – *Project Manager.* Kimley-Horn is providing transportation engineering services to the City of Anacortes. Services include participating in the Traffic Safety Committee, performing traffic safety and traffic operations analyses, performing preliminary engineering for signing and striping, evaluating the concurrency process, and performing other transportation-related services.

City of Mukilteo, On-Call Services, Mukilteo, WA – *Task Manager.* Kimley-Horn was selected to perform on-call land use/community planning, engineering, stormwater planning, and transportation planning services. Our team is providing specific task-order work, including grant-writing support for SS4A and a speed limit study for arterials.

***Kalispel Tribe of Indians, Long Range Transportation and Master Plan, Airway Heights, WA** – *Project Engineer.* This project included a long-range transportation and master plan for the Airway Heights Trust property. The planning services included coordination on updates to the National Tribal Transportation Facility Inventory (NTTFI) for road classifications and planned roads. The team evaluated road standards for evolving land uses and coordinated with the City standards.

**Project completed prior to joining Kimley-Horn*



ELMER ACEVEDO-GARCIA // Translation/Interpretation

★ *Years of Experience: 3*

Elmer is a public relations specialist. He has experience drafting press releases, assisting with media events, contacting media outlets, creating and maintaining social media accounts and calendars, speaking with the public, and creating and translating Spanish materials.

Credentials

- Bachelor of Arts, Communication, Weber State University
- Associate of General Studies, Salt Lake Community College
- Associate of Arts, Spanish Language, Weber State University

Relevant Experience

Salt Lake City, Reconnecting Communities Study, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is assisting Salt Lake City in defining the transportation challenges posed by the east-west divide and identifying solutions that address them. Elmer supports public engagement efforts and provides translation services.

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is providing public engagement services, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, social media campaign, extensive website build, broad educational outreach, print media, and translation services.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Involvement Specialist.* The safety analysis includes a review of historical crash data and trends, a critical-crash-rate network analysis, risk-based analyses using roadway inventory and driver-event data, and feedback from robust community engagement.



OLIVIA BITTON // Public Engagement

★ *Years of Experience: 6*

Olivia provides communications and public involvement support. She has the ability to effectively communicate both verbally and through written media, understands how to build and maintain relationships, and is skilled at problem-solving and conflict resolution. Olivia has a history of delivering high-quality work on tight deadlines and will be a valuable asset to any City project.

Credentials

- Master of Science, City Planning, University of Glasgow
- Bachelor of Arts, Political Science, Westminster College
- Foundations in Public Participation Training Certificate, IAP2

Relevant Experience

Skagit County, Comprehensive Plan Update, Skagit County, WA – *Public Involvement Specialist.* This project includes updating and creating new policies for the housing and land use elements in compliance with new state requirements. Olivia is helping local residents understand how the new legislation impacts their specific communities.

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Public Involvement Specialist.* Kimley-Horn developed a neighborhood improvement plan to enhance pedestrian and bicycle safety. Olivia provided public involvement services to share project information and goals through postcards, signage, and social media. She also facilitated a virtual community meeting to share project details and engage the community in the development of the plan.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Engagement Lead.* Olivia guided a countywide outreach program involving small towns, Tribal partners, law enforcement, schools, and community-based organizations to support the development of the Safety Action Plan.



TALON SMITH // Public Engagement

★ *Years of Experience: 3*

Talon is a data-driven planning analyst who has supported long-range planning and engagement efforts. He is committed to developing high-quality, actionable policy through detailed analysis. With knowledge of engagement strategy and planning, Talon creates outcomes that are valuable to residents, staff, and stakeholders.

Credentials

- Bachelor of Arts, Urban Studies, University of California, Berkeley

Relevant Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Public Involvement Specialist.* Talon is supporting the outreach efforts for the Spokane Falls Boulevard Reconstruction project by executing engagement strategies, curating materials, and assisting in stakeholder discussions.

City of Spokane Valley, Parks Master Plan, Spokane Valley, WA – *Public Involvement Specialist.* Kimley-Horn delivered a robust public engagement process that included surveys, stakeholder interviews, and community workshops. Drawing on best practices and regional growth projections, Kimley-Horn helped the City identify opportunities for future investment, programming, and equitable access to parks and recreation.

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist.* Talon is supporting the public engagement strategy for this plan update, which includes distinct project branding and an in-depth review of key elements that shape Newport's future—such as economic development, parks, land use, capital facilities, utilities, essential public facilities, environmental planning, and more.



MACY BEHRENS // Graphic Designer

★ *Years of Experience: 5*

Macy brings expertise in branding, layout design, and social media graphics. Her work supports on-call public engagement by creating cohesive, adaptable visual systems that help agencies maintain consistent messaging across multiple projects and audiences.

Credentials

- Bachelor of Arts, Graphic Design, University of Nebraska, Lincoln

Relevant Experience

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer.* Macy worked collaboratively as part of the Kimley-Horn team to create maps and signage for the general public that clearly communicated upcoming Skagit Transit route changes and recommendations, and to solicit community feedback. She also formatted and created custom graphics for reports and designed presentations for stakeholders and the general public. Macy led the design of an executive summary document that summarizes the plan's elements, timeline, and strategies, with engaging, informative graphics and a custom-branded layout.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Macy assisted in the creation of many client reports and documents, including a 170+ page model code partnership (MCP) transit-oriented development InDesign document. She helped maintain consistency in branding and presentation across multiple deliverables and graphics to strengthen Sound Transit's brand image and recognition. Macy worked closely with multiple transit planners to create accurate, informative graphics and imagery that met client needs.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Graphic Designer.* Macy collaborated closely with transit planners to create custom, illustrative cross-section graphics that represent multiple station placement options to aid the public's understanding of possible project outcomes. She also designed multiple sets of conceptual maps and diagrams that highlighted station placement options, existing conditions, work zone phasing, and traffic flow patterns, all with the goal of informing and engaging with the public.



JOHN BARDEN // Multimedia Visualizations

★ *Years of Experience: 35*

John is a creative digital designer with extensive insight into the transportation and transit markets. He is adept at translating a client's vision, conceptual ideas, and technical plans into highly persuasive and effective presentations, using the latest advancements in digital film, visualization, animation, photo-realistic renderings, and videos.

Credentials

- Bachelor of Science, Environmental Design, University of Colorado, Boulder

Relevant Experience

Virginia Department of Transportation, Route 35/40 Roundabout Visualizations, Sussex County, VA – *Visualizations.* In support of the Virginia Department of Transportation's Route 35/Route 40 roundabout project, John provided graphic design support for a range of meeting deliverables. His materials aligned with agency standards and were easy for community members to understand. This work supported the project's citizen information meeting by giving the team a consistent look and message across handouts, presentation content, and other communications.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Visualizations.* Kimley-Horn is providing services to study adding infill light rail stations on the existing 1 Line of Sound Transit's Link light rail system. The contract objective is to assist Sound Transit in completing Alternatives Development and Conceptual Engineering/Environmental Review. Throughout the entire project, Kimley-Horn is supporting Sound Transit's efforts to engage local communities and stakeholders.

Triview Metropolitan District, Higby Road Improvements, Monument, CO – *Visualizations.* Higby Road is a minor arterial running east-west from Jackson Creek Parkway to Roller Coaster Road. The Triview Metropolitan District maintains the mile-long segment of the road between Jackson Creek Parkway and Harness Road. Due to ongoing development in Monument and El Paso County, the District has retained Kimley-Horn to design the widening of the road to its ultimate configuration. John developed graphics visualizations.

EXCEPTION TO TERMS AND CONDITIONS

Kimley-Horn respectfully requests the below modifications to the Terms and Conditions. Removals are shown with ~~strikethrough~~.

Terms and Conditions

17. Liability: The Firm shall indemnify, ~~defend,~~ and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the ~~sole~~ negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

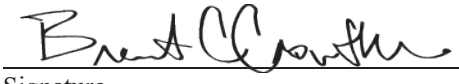
3. The undersigned further agrees by signing this form that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Kimley-Horn and Associates, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects	#6488-26 Program Title (Type or Print)
Brent C. Crowther, PE, PTOE, RSP$_1$ Name of Certifying Official (Type or Print)	 Signature
Senior Vice President/Authorized Signer Title of Certifying Official (Type or Print)	3/23/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kimley-Horn and Associates, Inc.

Organization:

111 East Broadway, Suite 600

Street address:

Salt Lake City, UT 94111

City, State, Zip:

Brent C. Crowther, PE, PTOE, RSP$_1$

CERTIFIED BY: (type or print)

Senior Vice President/Authorized Signer

TITLE:



3/23/2026

(signature) (date)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KIMLEY-HORN AND ASSOCIATES, INC.

Business name: KIMLEY-HORN AND ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 601-432-568

Business ID: 001

Location ID: 0001

Location: Active

Location address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Mailing address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Page 2 of 2

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jun-30-2025
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Sep-18-2023
Stanwood General Business - Non-Resident	2659			Active	Dec-31-2026	Dec-03-2024

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BARBER, BARRY L.	
BLAKELY, STEPHEN	
BLAKLEY, STEPHEN W.	
COLVIN, SCOTT W.	
COOK, RICHARD N.	
DVORAK JR., WILLIAM E.	
FLANAGAN, TAMMY L.	
FRYSINGER, ASHLEY M.	
GOOD, BRIAN A.	
HARRY, JENNIFER L	
KALTSAS, JOSEPH D.	
LEFTON, STEVEN E.	
MCENTEE, DAVID L.	
MUTTI, BRENT H.	
NATHAN, AARON W	

Registered Trade Names

Registered trade names	Status	First issued
KIMLEY-HORN AND ASSOCIATES, INC.	Active	Jun-02-2010

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:56:23 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg / 19445 **INSURER B :** New Hampshire Insurance Company / 23841 **INSURER C :** Lloyd's of London / 85202 **INSURER D :** Columbia Casualty Company / 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1497376330 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: KHA Project #198891000 - Spokane Public Engagement. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/9/2026
Clerk's File #	OPR 2026-0566
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	HOLLIS STAAL 509-625-6854
Contact E-Mail	HSTAAL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 2430 W PACIFIC AVENUE

Agenda Wording

Conditional Multifamily Tax Exemption contract with 2430 and 2434 W Pacific Partnership, for the property located at 2430 W Pacivic Ave., to create 8 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multi-Family Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the West Pacific Townhomes application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 8 residential units on the property at 2430 W Pacific Ave., within Browne's Addition neighborhood (District 3). The property is zoned RHD-35 and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	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	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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smacdonald@spokanecity.org	sgardner@spokanecity.org
eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0566

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 2430 and 2434 W Pacific Partnership, as "Owner/Taxpayer" whose business address is 503 E 2nd Avenue, Spokane, WA. 99202.

W I T N E S S E T H:

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

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

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

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

BROWNES 2ND L32-33 B39, BROWNES 2ND L59 B39, BROWNES 2ND L29-30 B39

Assessor's Parcel Number(s) 25242.1015, 25242.1014, 25242.1012, commonly known as 2430 W Pacific Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

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

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

4. The Owner/Taxpayer intends to construct on the site, approximately 8 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

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

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

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

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

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

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

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

responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

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

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

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

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

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

City Clerk

2430 and 2434 W Pacific Partnership

_____

_____

Owner/Taxpayer

Attest:

_____

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	OPR 2024-0970		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT	**Bid #**	
Contact Name/Phone	LUIS GARCIA 625-6850	**Requisition #**	TBD
Contact E-Mail	LGARCIA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO CLEAN AND SAFE SERVICES		

Agenda Wording

This contract amendment provides additional funding for supplemental cleanup and abatement services within the public right of way in coordination with City Code Enforcement and the Downtown Spokane Partnership. This is an amendment for OPR 2024-0970 for work conducted by subcontractor under this contract.

Summary (Background)

This amendment for an existing contract between the City and Career Path Services/Dignified Workday. Additional funding is becoming available to increase the ongoing work being done by Career Path Services/Dignified Workday

What impacts would the proposal have on historically excluded communities?

This contract provides funding for litter removal and other abatement to be carried out by a subcontractor throughout the City downtown right of ways

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

This work will employ homeless or formerly homeless individuals.

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

Garbage removal, graffiti abatement, and related work will be tracked by location, disposal, abatement and other metrics. The focused work areas are perpetually in need of cleanup and abatement efforts, to mitigate and deter encampments, and to promote general health and safety

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 contract is directly related to the City's Clean and Safe programs.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$ 60000.00
Current Year Cost	$ 60000.00
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 60000.00	# tbd
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

This funding will sustain the work though the end of the current contract, which is December 31, 2026

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM	**PURCHASING**	GBYRD
Division Director	GBYRD		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List	
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jsnyder@spokanecity.org	laga@spokanecity.org

City Clerk's No. OPR 2024-0970

City of Spokane

CONTRACT AMENDMENT

Title: CLEAN AND SAFE PROGRAM

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and CAREER PATH EMPLOYMENT AND TRAINING, whose address is 816 West Francis Avenue, Suite 1028, Spokane, WA 99205, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE A CLEAN AND SAFE PROGRAM IN THE SPECIFIED DOWNTOWN AREA; and

WHEREAS, additional funding has been made available and the City desires to expand the services under those funds in accordance with the Scope of Work and Proposal attached hereto, thus, the original contract needs to be formally Amended by this written document;

Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated November 18 and 19, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective July 22, 2026 and run through December 31, 2026.

3. AMENDMENT. The services provided will be prioritized based on the agreed terms, priority items are to assist with harmonizing contract work with City Staff work and assist with budgetary controls. The expanded services are in accordance with the attached Scope of Work with Boundary Map, as well as the Proposal attached hereto.

4. COMPENSATION. The City shall pay a maximum amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) per month, not to exceed SIXTY THOUSAND AND NO/100 DOLLARS, ($60,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.

CAREER PATH EMPLOYMENT AND TRAINING	CITY OF SPOKANE:
By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:
Attachment A – Scope of Work dated June 11, 2026 with Boundary Map
Attachment B – Proposal dated June 25, 2026

26-160

Attachment A

Scope of Work

6/11/26

Boundaries- the boundaries are established to identify a work area, however the work demand will be pursuant to the priorities below. One note is that the southern boundary will include the south side of the I-90 interstate:



Priorities- 1. Gateways into the downtown. Litter. This will include the Maple/ Walnut, Lincoln/ Monroe, and Browne/ Division gateways. (Frequency of this task should be multiple times a week).

2. Indiscriminate Litter- Hotspots. Litter in hotspots within the boundaries. Locations may vary based on trends observed. (Frequency of this task should be multiple times a week).

3. Alleys within the boundaries. (Monthly)

4. Graffiti- within the boundaries. (Monthly)

-We discussed an as- needed clean up of human waste.

Resources- As discussed, we so much appreciate the mission of your organizations to put as many people to work as possible. For this contract amendment, we will need to cover the duration of the contract, December 31st. We discussed the number of $50k for this amendment, therefore it would place a monthly cap of $10k/ month. We would like the

number of laborers identified to fulfil the priorities above. Please include the overhead to support the work.

Hours of Operation- The city would like this proposal to consider the following workdays-hours.

*Start time- 6am during weekdays. The intent is to get ahead of the morning commuters.

*Days of the week- Weekend coverage is the goal. As an example, if the extent of coverage is 4 days/ week, we would like the weekend prioritized to fill a city staffing gap. The remaining days can be discussed during contract construction.

Attachment B

Proposal

From: Andy Dwonch <adwonch@careerpathservices.org>
Sent: Thursday, June 25, 2026 5:26 PM
To: Alan Aldous <aaldous@dignifiedworkday.org>; Ruffing, Jason <jruffing@spokanecity.org>; Garcia, Luis <lgarcia@spokanecity.org>; Harold Vanderpool <hvanderpool@dignifiedworkday.org>
Cc: White, Nicole <nwhite@spokanecity.org>; Snyder, Jon <jsnyder@spokanecity.org>; MacDonald, Steven <smacdonald@spokanecity.org>
Subject: Re: Clean and Safe contract

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Luis & Jason,

I want to elaborate a bit on what Alan shared. First my apologies for the slow response. Also thank you again for following up and for the City's work to identify funding that will allow Clean and Safe services to continue without interruption through December 31.

Career Path Services and Dignified Workday would like to continue this work and are prepared to move forward with the proposed contract amendment. We understand the priorities outlined in your email and will organize our work around the downtown gateways, emerging litter hotspots, alleys, graffiti, and acute cleanup needs.

We propose providing regularly scheduled coverage four days per week, with an emphasis on weekends and early-morning weekday service. We will also respond to acute or newly emerging hotspots on off days when circumstances require and staffing and budget allow.

We are not proposing to reduce the geographic service area. However, we want to be transparent that stretching $10,000 per month over the 6 month period will be challenging. Our recent monthly spending on this work has been considerably higher, so the amendment will support fewer total crew hours than we have been providing. We will do our best to direct the available resources toward the City's highest priorities and the areas where they will have the greatest visible impact.

The most significant operational challenges will be consistently staffing 6:00 a.m. starts and prioritizing weekend shifts. We will work toward that schedule but may need some flexibility as we adjust participant and supervisory staffing. As discussed, DWD also has some privately supported cleanup contracts covering several heavily impacted locations, including the area around the Catholic Charities and Camas facilities in the

Browne/Division corridor. That complementary work will help us maintain some of the hardest-hit areas and extend the impact of the City's funding.

We appreciate the opportunity to continue the partnership and believe this approach will allow us to provide meaningful and targeted coverage through the end of the year. We look forward to working with you on the final schedule and contract amendment.

Thank you,

Andy and Alan



Andy Dwonch

Chief Operating Officer| adwonch@careerpathservices.org

509.592.1861 (mobile)

Pronouns (he/him)

From: Alan Aldous <aaldous@dignifiedworkday.org>
Sent: Wednesday, June 24, 2026 15:38
To: Ruffing, Jason <jruffing@spokanecity.org>; Garcia, Luis <lgarcia@spokanecity.org>; Andy Dwonch <adwonch@careerpathservices.org>
Cc: White, Nicole <nwhite@spokanecity.org>; Snyder, Jon <jsnyder@spokanecity.org>; MacDonald, Steven <smacdonald@spokanecity.org>
Subject: Re: Clean and Safe contract

Our Apologies Jason -

We had just spoken about this on Monday. For $10k/month we can commit to a crew of 4 members working 4 days per week. Each workday would be a 4 hour shift. That equates to 64 productive hours per week.

We will make every effort to match up with specific day/time requests from the City, but would ask for a little grace with that.

Let me know if you need more detailed clarification or if this is sufficient to proceed with the planned contract amendment.

Thank you -

License Information:

New search Back to results

Entity name: CAREER PATH SERVICES - EMPLOYMENT & TRAINING

Business name: CAREER PATH SERVICES - EMPLOYMENT & TRAINING

Entity type: Nonprofit Corporation

UBI #: 601-151-579

Business ID: 001

Location ID: 0001

Location: Active

Location address: 701 W 2ND AVE
SPOKANE WA 99201-4412

Mailing address: 701 W 2ND AVE
SPOKANE WA 99201-4412

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Minor Work Permit				Active	May-31-2027	Mar-25-2025
Spokane Nonprofit Business				Active	May-31-2027	Dec-05-2014
Spokane Valley Nonprofit Business				Active	May-31-2027	Apr-17-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DWONCH, ANDY	COO
EAKINS, CAMI	President

Registered Trade Names

Registered trade names	Status	First issued
DIGNIFIED WORKDAY	Active	Apr-07-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/17/2026 8:09:22 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CAREPAT-01 SELDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Great American Fidelity Insurance Company	41858
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Career Path Services
816 W Francis Ave #1028
Spokane, WA 99205-6512

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	X	PHPK2552076-014	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2552076-014	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB863057014	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PHPK2552076-014	6/30/2025	6/30/2026	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	General Liability			PHPK2552076-014	6/30/2025	6/30/2026	Per Occ.	1,000,000
B	Cyber/Privacy/Networ			CYP 3643149-08	6/30/2025	6/30/2026		

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

Directors & Officers
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City Of Spokane
808 Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CAREPAT-01 SELDER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Hub International Northwest LLC		Career Path Services 816 W Francis Ave #1028 Spokane, WA 99205-6512
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 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:
Employment Practices Liability
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$35,000 Deductible

Crime Coverage:
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $200,000
$5,000 Deductible

Computer Fraud $200,000
$5,000 Deductible

City of Spokane, their officers, employees and agents are additional insured per written contract or agreement.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2024-0526		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	VALUE BLANKET
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	POMP'S TIRE 3 YEAR VALUE BLANKET RENEWAL		

Agenda Wording

Fleet Services would like to renew our Value Blanket with Pomp's Tire for the purchase of tires and tire related products for 3 years.

Summary (Background)

The City's Value Blanket with Pomp's Tire (OPR 2024-0526) originally provided for an initial term of 2 years with 3 one-year renewals. Fleet Services would like to opt to renew for a three-year period rather than 3 one-year periods. The original provision was intended to allow flexibility to change tire suppliers if service levels or pricing failed to meet standards. Pomp's has proven to be an exceptional partner and warrants a longer renewal. VB spend is $2,400,000 for the total three-year renewal period.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected.

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

Fleet collects pricing and service data to determine competitive service and pricing.

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 Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,400,000
Current Year Cost	$ 800,000
Subsequent Year(s) Cost	$ 1,600,000

Narrative

VB uses Washington DES Contract following all City Competitive Purchasing requirements.

Amount		Budget Account
Expense	$ 2,400,000	# 5100-71700-48348-53211-55680
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.)

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2026-0564		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 463507
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF EQUIPMENT TRAILER FOR THE WATER DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase a Trail King TKT30 Tilt Deck Equipment Trailer for the Water Department.

Summary (Background)

Water would like to replace an equipment trailer that was decommissioned due to excessive repair cost. Trailer will be purchased from Pape Equipment using a Sourcewell Contract. Total cost including sales tax and FET is $53,209.10.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects 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 Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 53,209.10
Current Year Cost	$ 53,209.10
Subsequent Year(s) Cost	$ 0

Narrative

Unit will be purchased using a Sourcewell Contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 53,209.10	# 4100-42490-94340-56401-11084
Select	$	#
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	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	kyoung@spokanecity.org

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

(509) 625-6403

TPRINCE@SPOKANECITY.ORG

Prepared By

Peter Van Voorhis

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 2106716

Creation Date 18-May-2026

Expiration Date 25-May-2026

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

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SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 2106716

Creation Date 18-May-2026

Expiration Date 25-May-2026

Customer Notes

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Summary

Equipment Summary	**QTY In Group**	
Trail King TKT30LP Trailers	**1**	
Equipment Total		**$47,500.00**

Quote Summary	
Total Selling Price	$47,500.00
Sales	$9.10
FET	$5,700.00
Sub-total	**$53,209.10**
Balance Due	**$53,209.10**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 2106716

Customer CITY OF SPOKANE FLEET

Trail King TKT30LP Trailers

QTY In Group : 1

Equipment Notes

Hours - - -

Serial Number

Stock Number - - -

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
1	Trail King TKT30LP Trailers	1
Total Base / Options		

Other Charges

Description
Freight
PDI
Total Adjustments
Selling Price Subtotal
Total Selling Price

JOHN DEERE FINANCIAL

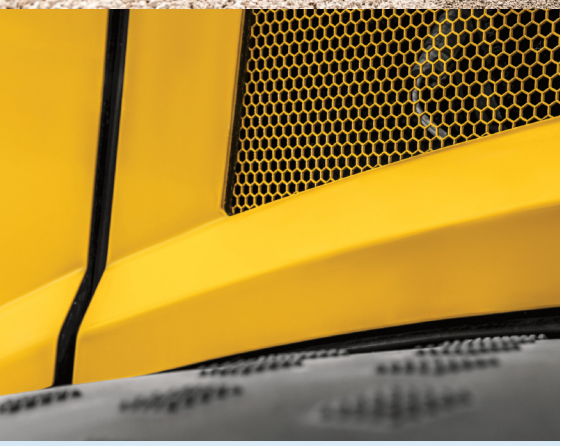
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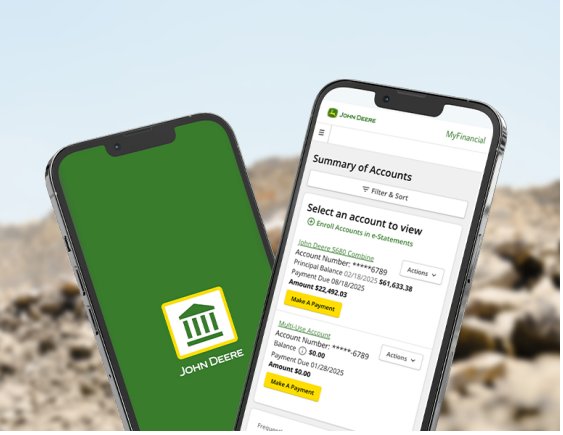
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- We have flexible payment options that match the way you earn and work, delivering reliability you can count on.
- Our cost-effective financing options simplify owning and operating John Deere equipment.



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- Pay your way with easy self-service tools.

Learn more

Apply now

CR2211773 Litho in U.S.A. (26-03)

JohnDeereFinancial.com

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: PAPE' MACHINERY, INC.

Business name: PAPE MACHINERY INC

Entity type: Profit Corporation

UBI #: 602-189-602

Business ID: 001

Location ID: 0016

Location: Active

Location address: 6210 W ROWAND RD
SPOKANE WA 99224-5321

Mailing address: PO BOX 407
EUGENE OR 97440-0407

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
Colville General Business - Non-Resident	026960.0			Active	Mar-31-2027	Jun-19-2018
Minor Work Permit				Active	Mar-31-2027	May-10-2023
Miscellaneous Vehicle Dealer Subagency	06989		View Plates	Active	Mar-31-2027	Sep-06-2017
Pacific General Business - Non-Resident	103475			Active	Mar-31-2027	Oct-27-2021
Spokane General Business - Non-Resident				Active	Mar-31-2027	Jun-27-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JORGENSEN, LANCE	

Owners and officers	Title
PAPE, RANDALL	
PAPE, RYAN	
SMYTHE, SETH	
SPEARS, RODGER T	

Registered Trade Names

Registered trade names	Status	First issued
PAPE MACHINERY INC	Active	Jun-27-2017
PAPE' MACHINERY	Active	Apr-15-2002
PAPE'RENTS	Active	Mar-31-2005

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/16/2026 4:50:01 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2026-0565		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20994
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF INTERNATIONAL HV607 DUMP TRUCK FOR STREET		

Agenda Wording

Fleet Services would like to purchase the second of 2 International HV607 6 Wheel Dump Trucks for the Street Department.

Summary (Background)

Streets would like to replace an older 6 Wheel Dump truck that has exceeded its economic lifecycle. Truck to be purchased from RWC Group LTD for $288,165 including sales tax. Purchase will be made using Washington State Contract 03920 or similar cooperative contract.

What impacts would the proposal have on historically excluded communities?

N/A - internally facing operations; no impacts 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?

N/A - internally facing operations; 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?

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

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 288,165
Current Year Cost	$ 288,165
Subsequent Year(s) Cost	$ 0

Narrative

Unit will be purchased using a cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 288,165	# 5110-71700-94440-56404-55007
Select	$	#
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	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	

RWC Group LTD
Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma, WA 98421

PROPOSAL OF THE BELOW
DESCRIBED TRUCK FOR:

City of Spokane

Make/Model	**HV**	Year	**2026**	Truck VIN	**0**
Rear Axle	**23k**	Front Axle	**18k**	Suspension	**0**
Trans Model	**3000 RDS**	Engine	**L9 370hp**		

Important Notes:

Please review for desired options and Operational requirements
Proposal based on WA State Contract 03920 TOPS proposal 11900.
-

Finance charges will be assessed for late payments

Sales Price:	**$ 263,646.00**	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	**$ 263,646.00**	
Net Trade:	**$ -**	
Sales Tax:	**$ 24,519.08**	
Total Price:	**$ 288,165.08**	

Accepted for the Seller by:

Robert Murray

Accepted for the Buyer by:

THE FAB SHOP
10315 16th Street East
Edgewood, WA 98372
Phone: 253-568-9124
Fax: 253-568-9173

Quote To: RWC INTERNATIONAL LTD
2312 MILWAUKEE WAY
TACOMA, WA 98421
United States

Quotation

Quote Number:	45602	**Contact:**	ROBERT MURRAY
Quote Date:	06/23/25 **Expires:** 02/03/26	**Terms:**	NET 30 DAYS, 1.5% MONTHLY
Customer:	RWC INTERNATIONAL LTD	**Phone:**	(253) 272-8401
Quoted by:	KENR	**Fax:**	(253) 383-4281
Ship Via:	BESTWAY		

PLOW TRUCK SPOKANE

Item	Part Number / Description	Quantity	Price
1	44448 PLOW TRUCK, SINGLE AXLE DUMP TRUCK / PLOW TRUCK PAINT: DUMP BODY SILVER, HITCH BLACK --BODY ___12' HENDERSON MARK E DUMP BODY, TAPERED SIDES, WITH HIGHLIFT TAILGATE ___8" CAB GAP ___16" FROM REAR OF BODY TO CENTER OF HINGE ___VIBRATOR ___ELECTRIC TARP ___1 SHOVEL HOLDER PER SIDE MOUNTED TO FRONT OF DUMP BODY --TOOLBOX ___48" X 18" X 18" ALUMINUM TOOLBOX MOUNTED TO DRIVER SIDE --HYD PACKAGE ___MOUNT FORCE HYD PACK TO PASSENGER SIDE OF FRAME ___PLOW HYD FITTINGS MOUNTED TO FRONT PLATE ON PLOW HITCH ___HYD LINES FOR SANDER/LAS UNIT MOUNTED TO PASSENGER SIDE REAR CORNER POST OF DUMP BOX --PLOW MOUNT ___FLAT PLATE MOUNT TRUCK SIDE --LIGHTING ___ECCO LED PLOW LIGHTS MOUNTED TO HOOD OF TRUCK	1	

Item	Part Number / Description	Quantity	Price
	___CENTER MOUNTED 15" HILIGHTER ON CAB SHIELD		
	___OVAL AMBER STROBES INSTALLED REAR OF DUMP BODY		
	--TOWING		
	___3 PIECE DUMP TRUCK REAR HITCH		
	___7 ROUND TOW PLUG		
	___7 RV TOW PLUG		
	___PINTLE MOUNTED AT 24"		
	--MISC		
	___WHITE NOISE BACKUP ALARM INSTALLED		
	___BRAKE CONTROLLER MOUNTED IN CAB		

Total:

Tax as Applicable

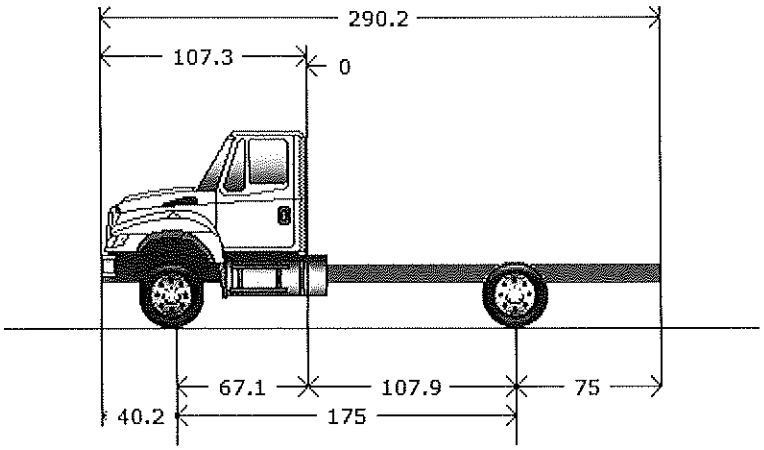
Printed Name | Signature | Purchase Order Number | Date

Signed authorization & PO are required to process order.

Prepared For:
RWC STOCK
Robert Murray
2312 Milwaukee Way
Tacoma, WA 98421-2710
(206)718 - 2133
Reference ID: N/A

Presented By:
RWC INTERNATIONAL, LLC
Robert Murray
2312 MILWAUKEE WAY
TACOMA WA 984212710
253-272-8401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 41000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 35.60% / 4.05% @ 55 MPH Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 175.00, CA: 107.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 175.00 Wheelbase, 107.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION 4x2
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4ERC	BRAKE CHAMBERS, POSITION Relocated To Rear Of Rear Axle For Maximum Ground Clearance
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

Code	Description
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGB	DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8875	BATTERY TERMINALS Sealed
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Code	Description
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

Code	Description
12EYY	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

Code	Description
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KBZ	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolated, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust, Bellows
16KDC	SEAT, PASSENGER {National 2000 195} Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

Code	Description
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: RWC INTERNATIONAL, LLC

Business name: RWC GROUP

Entity type: Limited Liability Company

UBI #: 603-436-098

Business ID: 001

Location ID: 0004

Location: Active

Location address:
824 N THIERMAN RD
SPOKANE VALLEY WA 99212-1124

Mailing address:
600 N 75TH AVE
PHOENIX AZ 85043-2112

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
Motor Vehicle Dealer Subagency	00661		View Plates	Active	Jan-31-2027	Mar-13-2015
Spokane General Business - Non-Resident				Active	Jan-31-2027	Mar-30-2021
Spokane Valley General Business				Active	Jan-31-2027	Mar-19-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUNNINGHAM, ROBERT	Manager
CUNNINGHAM, SHELLEY	Manager
HEFNER, RUDGER L	Manager

Registered Trade Names

Registered trade names	Status	First issued
RWC GROUP	Active	Feb-04-2015

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The Business Lookup information is updated nightly. Search date and time: 6/16/2026 7:52:16 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2021-0722		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT LAW RE: MICHAEL		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $200,000 for a contract total of $885,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

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	$ 200,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 200,000.00	# From Claims/Risk
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	PICCOLO, MIKE	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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sdhansen@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, 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 February 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **EIGHT HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($885,000.00)**.

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.

SUMMIT LAW GROUP, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-158

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4031454583	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			4031454583	5/1/2026	5/1/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			4031455250	5/1/2026	5/1/2027	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		4031454583	5/1/2026	5/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
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B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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; or

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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:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) 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.

2. This insurance does not apply to 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.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" 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, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London	15792
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			SUAGP1657-2601	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $25,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/3/2026		
Clerk's File #	OPR 2025-0701		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB #6408-25
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR28702
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES CITY HALL - BUILDING BACKUP GENERATOR REPLACEMENT		

Agenda Wording

The City of Spokane's existing City Hall back up generator has reached its end of useful service life and is under contract to be replaced by Triumph Electric, LLC. located at 8902 S. Stevens Creek Road, Spokane, Washington.

Summary (Background)

The contract was for $140,669.00 plus 10% administrative reserve. It has been determined that a back up generator will need to be brought in during the removal of the old generator and installation of the new generator and that the work will need to be done after hours. This requires an additional cost of $16,562.50 which is over the 10% adminstrative reserve.

What impacts would the proposal have on historically excluded communities?

As a critical City service, City Hall provides services to all areas of the City.

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

No data will be collected.

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

No data will be collected.

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?

As a critical City Service, City Hall provides services to all areas of the City.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 18,069.69
Current Year Cost	$ 18,069.69
Subsequent Year(s) Cost	$

Narrative

The administrative reserve has not been encumbered and is considered fully exhausted. The full amount of this contract amendment will be encumbered at this time.

Amount		Budget Account
Expense	$ 18,069.69	# 5904-71300-94180-56401-59015
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2025-0701

CITY OF SPOKANE

AMENDMENT

Title: GENERATOR PURCHASE AND INSTALLATION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRIUMPH ELECTRIC, LLC**, whose address is 8902 South Stevens Creek Road, Spokane, Washington 99223 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Generator Purchase and Installation with Removal and Disposal of Existing Generator; and

WHEREAS, additional funds are required due to after-hours work, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated October 24 and 26, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM OF AGREEMENT.
The term of this Agreement begins on October 15, 2025, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SIXTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND 50/100 DOLLARS ($16,562.50**), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TRIUMPH ELECTRIC, LLC

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

26-144a

COST BREAKDOWN

From	**Triumph Electric LLC**			**DATE**	5/13/2026
To:	**City Of Spokane**				
WHAT:	Temp Generator Set Up				
QUAN	**MATERIAL DESCRIPTION**	**M/H**	**LAB.**	**COST EA.**	**MATERIAL**
1	4" Chase Nip		0.00	$34.87	$ 34.87
1	4" Lock Ring		0.00	$5.92	$ 5.92
1	4" Plastic Bushing		0.00	$2.42	$ 2.42
1	4" KO Seal		0.00	$13.44	$ 13.44
10	Deep Strut		0.00	$2.47	$ 24.71
10	1" EMT Strap		0.00	$0.36	$ 3.60
100	1/4x1-1/4 Fender Washer		0.00	$0.12	$ 11.73
100	1/4 Tapcons		0.00	$0.48	$ 47.55
2	3/4 Strain Relief conn		0.00	$16.09	$ 32.17
200	10/2 SO Cord		0.00	$2.36	$ 471.22
1	Roll 6Mil Visqueen		0.00	$127.00	$ 127.00
1	2x4x8		0.00	$3.98	$ 3.98
5	500kcmil Polaris Lug		0.00	$84.19	$ 420.95
1	300KW Generator Rental 9 days		0.00	$3,050.00	$ 3,050.00
1	4/0 Portable Generator Cable 9 day Rental		0.00	$2,052.61	$ 2,052.61
1	Temp Fence 9 days 10 panels		0.00	$900.00	$ 900.00
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
1	Labor Temp Generator	70.000	70.00	$0.00	$ -
			0.00	$0.00	$ -
1	Labor After Hours Install ATS	10.000	10.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
	Sub Total- Materials			$0.00	$ 7,202.17
	Materials- Mark up 15%			$0.00	$ 1,080.33
	Subtotal - Labor		80.00	$90.00	$ 7,200.00
	Labor - Mark up 15%				**$ 1,080.00**
	Sub Contractor			$0.00	$ -
	Mark up 10%			$0.00	$ -
				$0.00	
					$ -
					$ -
			0.00	$0.00	$ -
				SUBTOTAL	$ 16,562.50
					$ -
				Bond	

COST BREAKDOWN

	Total Estimate				$ 16,562.50
	Submitted by Triumph Electric LLC				

License Information:

New search Back to results

Entity name: TRIUMPH ELECTRIC, LLC

Business name: TRIUMPH ELECTRIC LLC

Entity type: Limited Liability Company

UBI #: 604-430-435

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Mailing address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident				Active	May-31-2027	Mar-16-2022
Spokane General Business - Non-Resident				Active	May-31-2027	Jul-15-2019
Wenatchee General Business - Non-Resident				Active	Apr-30-2027	Apr-27-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUHR, CHAD	
YADEN, KEITH	

Registered Trade Names

Registered trade names	Status	First issued
TRIUMPH ELECTRIC LLC	Active	Jul-05-2019

The Business Lookup information is updated nightly. Search date and time: 5/11/2026 1:12:26 PM

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How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

TRIUELE-03 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Devin Bland PHONE (A/C, No, Ext): (509) 545-3800 FAX (A/C, No): (509) 547-7960 E-MAIL ADDRESS: Devin.bland@hubinternational.com
INSURED Triumph Electric, LLC 8902 S Stevens Creek Rd Spokane, WA 99223	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Indemnity Company — 23280 INSURER B : Certain Underwriters at Lloyds 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: POLICY X PRO-JECT X LOC OTHER:	X	X	EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EBA0543152	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional/Poll			PF02098A24	7/8/2025	7/8/2026	Ded: $10,000	1,000,000

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

RE: PW ITB 6408-25 Generator Purchase and Installation

Additional Insured if required in written contract to City of Spokane as respects liability. Waiver of subrogation applies. Policy forms attached.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd
Spokane, WA 99201-3343

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance 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 architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships: • Managers Or Lessors Of Premises; • Lessor Of Leased Equipment; • Vendors; • State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and • Mortgagee, Assignee Or Receiver	11
9. Property Damage To Borrowed Equipment	14
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
TOTAL ANNUAL PREMIUM			**$**

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

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 the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "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:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) 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.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) 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;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, 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 law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or 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.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. 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 $250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. 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 the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **a.** The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

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

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

6. Premium Audit

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

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

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

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

7. Representations

By accepting this Coverage Part, you agree:

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

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

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

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

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

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

9. Transfer of Rights of Recovery Against Others to Us

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

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

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

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, 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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "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

(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; or

(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; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "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.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part 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.

B. Under any Medical Payments coverage, to 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.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) 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

(3) 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.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** 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 **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. 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";

C. 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;

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D. 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.

"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.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: $ 5 ,000,000 Each Occurrence Limit $ 5 ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) “Underlying insurance” listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the “non-contributory additional insured” as an additional insured; and

(3) Any other insurance available to the “non-contributory additional insured” on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

Paragraph **13. Transfer of Rights of Recovery Against Others to Us** of **Section IV - Conditions** is revised by the addition of the following:

We shall be entitled to a recovery only after the insured has been fully compensated for damages.

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

May 11, 2026

WA UBI No.	604 430 435
L&I Account ID	689,430-00
Legal Business Name	TRIUMPH ELECTRIC LLC
Doing Business As	TRIUMPH ELECTRIC LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRIUMEL819MA
License Expiration	07/01/2027

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).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2022-0617		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET AMENDMENT FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

The Street Department is seeking approval to amend the cost of Value Blanket VB-301399 with Western Systems Inc. to add $205,000 for the current contract period (10/4/2025-10/3/2026) to purchase signal equipment for the Pacific Greenway Project.

Summary (Background)

The Pacific Greenway Project has a current need of additional signal cabinets requiring an addition of $205,000 to the current Value Blanket in place.

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	**$** 205,000
Current Year Cost	**$** 205,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 205,000	**#** VARIOUS
Select	**$**	**#**
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	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:** _____

CONTACT: Gerald Okihara **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Browne St & Pacific Ave		
1	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC (T-10 Browne/Pacific "A")		
2	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "B")	$933.00	
3	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968.00	
			(T-10 Brown/Pacific "C")		
4	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC, (T-10 Browne/Pacific "D")		
			Browne (1 of 5) Sub Total	$21,031.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: | **REQ# / DO#:** RV301400-014

DIVISION: Design | **RECEIVER DATE:**

CONTACT: Gerald Okihara | **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Browne St & Pacific Ave		
5	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "E")	$933	
			(Sheet T-9 Cowley/Third "A")		
6	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "F")	$933	
7	1	EA	Type 3 Signal Standard, 35 ft SMA, 20 ft LMA, 30 ft MH,	$11,997	
			FBC (T-10 Browne/Pacific "G")		
8	1	EA	Type 3 Signal Standard, 35 ft SMA, 20 ft LMA, 30 ft MH,	$11,997	
			FBC (T-10 Browne/Pacific "G")		
9	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "H")	$933	
			Browne (2 of 5) Sub Total	$26,793.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) | PHONE: (206) 944-1820

PNW Lighting (Contact) | CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE:

DIVISION: Design

CONTACT: Gerald Okihara

REQ# / DO#: RV301400-014

RECEIVER DATE:

RECEIVER:

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Division St & Pacific Ave		
10	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC (T-12 Division/Pacific "A")		
11	1	EA	Type 2 Signal Standard, 30 ft SMA, FBC	$6,989	
			FBC (T-12 Division/Pacific "B")		
12	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-12 Division/Pacific "C")		
13	1	EA	Type 3 Signal Standard, 30 ft SMA, 20 ft SMA, 30 ft MH,	$8,425	
			FBC (T-12 Division/Pacific "D")		
			Division (3 of 5) Sub Total	$27,447.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor)

PNW Lighting (Contact)

PHONE: (206) 944-1820

CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:**

CONTACT: Gerald Okihara **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			DivisionSt & Pacific Ave		
14	1	EA	Type 1 Signal Standard, FBC (T-12 Division/Pacific "E")	$933	
15	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-12 Division/Pacific "F")		
16	1	EA	Type 1 Signal Standard, FBC (T-12 Division/Pacific "G")	$933	
			Division (4 of 5) Sub Total	$5,834.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:**

CONTACT: Gerald Okihara **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Pacific Ave & Sherman St		
17	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-16 Pacific/Sherman "A")		
			Sherman (5 of 5) Sub Total	$3,968.00	
			9.1% Sales Tax	$7,741.64	
			Project Total	$92,814.64	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms, Net 30

DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301549 007

DIVISION: Street Dept **RECEIVER DATE:** _____

CONTACT: Gerald Okihara (509) 232-8842 **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Pacific Ave/Sherman ST		
1	4	LS	Control Cabinet (SC315-G) AC, Natural Finish	$10,663.84	
2	8	LS	Lightbar w/confirmation lights (include universal mounting	$6,066.24	
			brackets) black		
3	50'	LS	Lightbar Harness, 4 conductor	$114.00	
4	6	LS	Bulldog God Harness, 16 ft, 2C 18AWG, Red/Black, Fork	$509.34	
			Terminals both ends		
5	6	LS	Bulldog Push Button (Green), Push Button Frame Kit 5"x7"	$2,164.74	
			Push Button Mount (Green), 5"x7" sign (R10-25)		
6	3	LS	Pole Spun Aluminum 4 1/2" Schedule 40, 16 ft (PB-5100)	$1,832.70	

SUPPLIER: Western Systems PHONE: (425) 438-1133

CONTACT: Holton Ferguson

SPECIAL INSTRUCTIONS: Call with 48 hour notice of delivery to (509) 232-8801.

Ship to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202.

DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301549 007

DIVISION: Design **RECEIVER DATE:** _____

CONTACT: Gerald Okihara (509) 232-8842 **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
7	3	LS	Pedestal Base Aluminum w/Aluminum Door (PB-5334 PNC)	$788.43	
8	3	LS	Collar Assembly for Square Base (PB-5325-PNC)	$353.97	
9	3	LS	Pole Cap Acorn (PB-5401-PNC)	$85.92	
10	3	LS	Anchor Bolt Kit (PB-5518-GLV 3/4" x #10x 18" set of 4)	$300.15	
			Sub Total	$22,879.33	
			Sales Tax 9.1%	$2,082.02	
			Total	$24,961.35	3200 95164 95300 56501 86122

SUPPLIER: Western Systems PHONE: (425) 438-1133

CONTACT: Holton Ferguson

SPECIAL INSTRUCTIONS: Call with 48 hour notice of delivery to (509) 232-8801.

Ship to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202.

From:	Okihara, Gerald
To:	Brazington, Todd
Cc:	Zollinger, Nicholas
Subject:	VB numbers for DO
Date:	Wednesday, June 3, 2026 9:03:12 AM
Attachments:	Pacific Greenway pole Requisition.xlsx Pacific Greenway Cabinet Requisition.xlsx Pacific Greenway Requisition Form RRFB.xlsx image002.png image003.png image004.png

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Todd,

Here are the 3 Department Orders that will need the VB numbers to purchase signal equipment for the Pacific Greenway Project 2022069.

Budget code: 3200 95164 95300 56501 86122

Signal Poles	VB 3014-0xx; $92,814.64
Cabinets	VB 301399-00x; $114,511.29
RRFB	VB 301549-00x; $26,489.82

Thanks
Gerald

Gerald T Okihara P.E. | City of Spokane | Principal Traffic Engineer – Street Department
509.232-8842 | *fax* 509.232-8831 | gokihara@spokanecity.org | spokanecity.org

FIND US LIKE US FOLLOW US

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESTERN SYSTEMS, INC.

Business name: WESTERN TRAFFIC SYSTEMS

Entity type: Profit Corporation

UBI #: 602-090-725

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Mailing address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12047274BUS			Active	Jan-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Apr-11-2006
Tumwater General Business - Non-Resident	R-007552			Active	Jan-31-2027	Apr-19-2006
Yakima General Business - Non-Resident	BL015072			Active	Jan-31-2027	Dec-28-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HOITING, ZACH	
SMITH, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN SYSTEMS, INC.	Active	Dec-21-2020

The Business Lookup information is updated nightly. Search date and time: 6/17/2026 12:14:35 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: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2025-0262		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FEDERAL LOBBYING SERVICES CONTRACT RENEWAL WITH DESIMONE		

Agenda Wording

Federal Lobbying Services Contract Renewal with Desimone Consulting

Summary (Background)

This contract renewal with Desimone Consulting Group for federal lobbying services. This Contract Renewal is effective on April 1, 2026 and shall end on March 31, 2027.The City will pay an additional amount not to exceed EIGHTY THOUSAND AND 00/100 DOLLARS, ($80,000) for everything furnished and done under this Contract Renewal.

What impacts would the proposal have on historically excluded communities?

N/A - This is a contract renewal for existing federal lobbying services.

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

N/A - This is a contract renewal for existing federal lobbying services.

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

The Desimone Consulting Group is responsible for providing federal lobbying services to the City of Spokane. This includes tracking and engaging with federal agencies and delegation members and staff on City initiatives and federal 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?

This is a contract renewal under OPR 2025-0262

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 80,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is for federal lobbying services. This is funded out of the Office of the Mayor's 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	Recurring

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

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brian Kristjansson brian@desimonecg.com	Rick Desimone rick@desimonecg.com
Sarah Cannon scannon@spokanecity.org	Laura Aga laga@spokanecity.org

City Clerk's No. OPR 2025-0262

City of Spokane

CONTRACT RENEWAL 1 of 4

Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 307 29th Street, NW, Suite 104, Puyallup, Washington 98372 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and

WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 24, 2025 and April 28, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on April 1, 2026 and shall end on March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, ($80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

DESIMONE CONSULTING GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-161

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 11, 2026

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	**DESIMONE CONSULTING LLC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

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 SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HOWARD INSURANCE INC 42620132 6900 WISCONSIN AVE 5TH FL CHEVY CHASE MD 20815	PHONE (A/C, No, Ext): (301) 652-2500	FAX (A/C, No): (301) 655-2530
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED	INSURER B :	
DESIMONE CONSULTING LLC 78 ORCHARD RD TACOMA WA 98406-7618	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			42 SBA AZ2YCF	02/14/2026	02/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						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 [ ] RETENTION $ 10,000			42 SBA AZ2YCF	02/14/2026	02/14/2027	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			42 SBA AZ2YCF	02/14/2026	02/14/2027	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations.

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

Susan L. Castaneda

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 24, 2025

Limited Liability Company

Unified Business ID #: 603162296
Business ID #: 001
Location: 0001
Expires: Nov 30, 2026

DESIMONE CONSULTING LLC
DESIMONE CONSULTING, LLC
78 ORCHARD RD
TACOMA WA 98406-7618

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

OLYMPIA GENERAL BUSINESS - NON-RESIDENT #49885 - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

DESIMONE CONSULTING GROUP

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.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603162296 001 0001

Expires: Nov 30, 2026

DESIMONE CONSULTING LLC
DESIMONE CONSULTING, LLC
78 ORCHARD RD
TACOMA WA 98406-7618

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #49885 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/22/2026
		Clerk's File #	CPR 2026-0002
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	BRUCE 625-6005	**Requisition #**	
Contact E-Mail	BGELTING@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS THRU 7-10-2026		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 07/10/2026. Total $15,008,509.96 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $14,686,724.03.

Summary (Background)

Pages 1-43 Check numbers: 620540-620748 Credit Card numbers: 003291-003322 ACH payment numbers: 154188-154491 On file for review in City Clerks Office: 43 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	**$** 14,686,724.03	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	677,472.89
1100	STREET FUND	88,830.37
1200	CODE ENFORCEMENT FUND	32,780.85
1300	LIBRARY FUND	54,103.34
1360	GENERAL FUND GRANTS	0.00
1380	SPOKANE SAFE STREETS FOR ALL	1,023.55
1390	URBAN FORESTRY FUND	723.11
1400	PARKS AND RECREATION FUND	89,120.30
1425	AMERICAN RESCUE PLAN	54,511.98
1430	GRANTS OPERATIONS	5,862.28
1440	FIRE GRANTS MISCELLANEOUS	531.74
1460	PARKING METER REVENUE FUND	11,332.75
1510	SPOKANE UNITED 911 NETWORK	2,354.55
1590	HOTEL/MOTEL TAX FUND	480,959.93
1620	PUBLIC SAFETY & JUDICIAL GRANT	43,705.80
1640	COMMUNICATIONS BLDG M&O FUND	1,440.20
1680	HOUSING AND HOMELESS SERVICES	10,334.49
1970	SPOKANE FIRE DEPARTMENT	195,590.42
1985	VOYA DEFINED CONTR ADMIN FUND	8,560.76
1990	TRANSPORTATION BENEFIT FUND	240.96
3200	ARTERIAL STREET FUND	1,536,552.18
4100	WATER & HYDROELECTRIC SERVICES	905,203.74
4250	INTEGRATED CAPITAL MANAGEMENT	145,372.57
4300	WASTEWATER MANAGEMENT FUND	661,508.96
4480	SOLID WASTE FUND	716,635.98
4600	GOLF FUND	13,197.60
4700	DEVELOPMENT SERVICES	58,654.89
5100	FLEET SERVICES FUND	71,976.78
5110	FLEET SVCS EQUIP REPL FUND	442,571.14
5200	PUBLIC WORKS AND UTILITIES	13,988.41
5300	IT FUND	170,164.96
5500	PURCHASING AND CONTRACTS	6,941.82
5600	ACCOUNTING SERVICES	26,823.07
5700	SPOKANE 311	7,728.78
5750	OFFICE OF PERFORMANCE MGMT	4,711.05
5800	RISK MANAGEMENT FUND	130,134.27
5810	WORKERS' COMPENSATION FUND	2,614.76
5820	UNEMPLOYMENT COMPENSATION FUND	1,084.48
5830	EMPLOYEES BENEFITS FUND	543,500.93
5900	FACILITIES MANAGEMENT FUND OPS	25,614.68
6060	EMPLOYEES' RETIREMENT FUND	2,961.28
6070	FIREFIGHTERS' PENSION FUND	100,167.59
6080	POLICE PENSION FUND	48,388.51
6255	LAW ENFORCEMENT RECORDS MGMT	11,825.00
6730	PARKING & BUSINESS IMPROV DIST	151,278.20
6920	CLAIMS CLEARING FUND	732,202.14
6960	SALARY CLEARING FUND NEW	3,222,224.88
	TOTAL:	11,513,508.92

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620540	ABADAN REPROGRAPHICS	10,329.70		
00620541	ACCESS UNLIMITED & SECURITY	8.71		
00620542	AIRGAS SPECIALTY PRODUCTS IN	42,646.57		
00620543	AT&T MOBILITY	776.26		
00620544	CENTURYLINK	577.50		
00620545	WATERCO OF THE PACIFIC NORTH	221.29		
00620546	JP MORGAN COMMERCIAL CARD	732,202.14		
00620547	STEFFEN CONSTRUCTION	76.87		
00620548	EVERGREEN RESTUARANT GROUP L	500.00		
00620549	CORY FRENCH	52.12		
00620550	AMY SAWYER	222.99		
00620551	LISA UNDERHILL	112.86		
00620552	SPOKANE PUBLIC SCHOOLS	683.09		
00620553	SPOKANE PUBLIC SCHOOLS	7,011.72		
00620554	JOHN JOSEPH AND ELIZABETH MA	106.90		
00620555	THE ESTATE OF BONNIE A OBRIG	136.47		
00620556	ROCKWOOD LANE	629.34		
00620557	CLINTON WATT	1,300.00		
00620558	SPOKANE SECURITY SYSTEMS INC	46.13		
00620559	RAPTOR ROOTER & PLUMBING LLC	150.00		
00620560	LYNOR AND JOSHUA HARDY	114.02		
00620561	DENISE PUTZ	125.00		
00620562	TOM DURHAM	131.49		
00620563	JACKIE ZIMMERMAN	145.44		
00620564	DALE SCHOCK	180.62		
00620565	SAMANTHA AND TIMOTHY HILTON	2,964.00		
00620566	HOLLIDAY ENTERPRISES JR LLC	31.78		
00620567	CUSHMAN & WAKEFIELD	38.00		
00620568	GERMAN-AMERICAN SOCIETY	38.00		
00620569	INLAND EMPIRE FIRE PROTECTIO	693.00		
00620570	LINDE GAS & EQUIPMENT INC	595.25		
00620571	TAISIA MOGA	560.00		
00620572	ORKIN	315.84		
00620573	ROMAINE ELECTRIC CORPORATION	1,008.80		
00620574	APRIL C STORLE	132.25		
00620575	T-MOBILE	686.91		
00620576	UNIT PROCESS COMPANY	7,254.08		
00620577	WESTLAND RESOURCES INC	1,148.75		
00620578	BROOKDALE SENIOR LIVING	13,727.00		
00620579	NORFOLK IRON & METAL CO	1,378.38		
00620580	COMCAST	79.95		
00620581	EVERGREEN FOUNTAINS LLC	6,830.00		
00620582	FAIRWINDS SPOKANE LLC	56,440.00		
00620583	MARK GRUMBLY	149.00		
00620584	HOUSE OUR NEIGHBORS EDUCATI	1,500.00		
00620585	TOMMY E JAMES	8,648.15		
00620586	JON TUNTLAND	10.00		
00620587	ROBERT FRANK	10.00		
00620588	SHERI BREBNER	11.00		
00620589	ANN JOHNSON	10.00		
00620590	LAVONNE GEISTWHITE	122.94		
00620591	PAMELA SHAW	185.44		
00620592	ROBIN HAMON	184.99		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620593	APRIL SALSBURY	131.23		
00620594	RICHARD M AVERY	130.33		
00620595	LENNAR NORTHWEST LLC	89.71		
00620596	LENNAR NORTHWEST LLC	47.33		
00620597	CEDAR RIDGE ZANCO APARTMENTS	3,879.33		
00620598	CEDAR RIDGE ZANCO APARTMENTS	1,444.69		
00620599	CEDAR RIDGE ZANCO APARTMENTS	1,519.62		
00620600	LENNAR NORTHWEST LLC	283.71		
00620601	LENNAR NORTHWEST LLC	140.47		
00620602	LENNAR NORTHWEST LLC	46.85		
00620603	LENNAR NORTHWEST LLC	47.02		
00620604	GARY L NOLAND	125.71		
00620605	MT VERNON TERRACE	38.00		
00620606	VOLUNTEERS OF AMERICA	38.00		
00620607	SPOKANE COUNTY SHERIFF'S OFF	65.00		
00620608	POINTE PEST CONTROL	147.29		
00620609	PUCKETT, STEPHANIE	397.71		
00620610	QUADIENT FINANCE USA INC	10,183.94		
00620611	SPOKANE UNITED METHODIST HOM	10,556.75		
00620612	ROMAINE ELECTRIC CORPORATION	66.73		
00620613	SNW TEC LLC	473.64		
00620614	SPOKANE CITY TREASURER	1,558.00		
00620615	SPOKANE FIRE DEPARTMENT	95.99		
00620616	TYMCO INTERNATIONAL LTD	442,571.14		
00620617	T-MOBILE	1,764.42		
00620618	UNIT PROCESS COMPANY	2,933.48		
00620619	UNITED RENTALS NW INC	1,673.49		
00620620	WA STATE PATROL	11,825.00		
00620621	WASTEQUIP WASHINGTON	94,166.40		
00620622	WATER DEPARTMENT	97.66		
00620623	OVERHEAD DOOR CORPORATION	1,136.60		
00620624	LIMA GREENHOUSES INC			2,072.90
00620625	SWIRE PACIFIC HOLDINGS, INC			23,943.68
00620626	CAREER PATH SERVICES	12,299.32		
00620627	COMCAST	234.34		
00620629	CENTURYLINK			170.55
00620630	CIRCLE M CONSTRUCTION &			383.68
00620631	GENERAL STORE INC			14.70
00620632	KELLER SUPPLY COMPANY			812.90
00620633	VANCE RUPPERT			80.00
00620634	LIMA GREENHOUSES INC			422.76
00620635	CSWW INC			393.63
00620636	NW SEED & PET INC			92.70
00620637	SCHYLLING INC			261.87
00620638	WALTER E NELSON CO			975.47
00620639	AT&T MOBILITY	223.14		
00620640	SPOKANE COUNTY AUDITOR	303.50		
00620675	AT&T MOBILITY	2,710.66		
00620676	CENTURYLINK	495.68		
00620677	COMCAST	310.66		
00620678	COMCAST	389.39		
00620679	TRUSTEES OF THE HAMLINE	453.75		
00620680	1A SMART START LLC	2,667.77		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620681	ACCESS INFORMATION HOLDINGS	7,392.31		

00620682	AT&T MOBILITY	7,935.00		
00620683	CHILD SUPPORT SERVICES	789.30		
00620684	WATERCO OF THE PACIFIC NORTH	386.43		
00620685	CUMMINS ALLISON CORP	1,308.11		
00620686	HUMAN RESOURCES	900.00		
00620687	ICMA RETIREMENT TRUST 457	605,761.16		
00620688	ICMA RETIREMENT TRUST 457 LO	62,558.68		
00620689	ING LIFE INSURANCE & ANNUITY	179,269.20		
00620690	DOWNTOWN SPOKANE PARTNERSHIP	251.66		
00620691	EAST SPRAGUE BUSINESS ASSOCI	374.58		
00620692	DAREN FRENCH	3,041.00		
00620693	NATHAN VINCE CRUZ	251.67		
00620694	DELORES A RODGERS	108.84		
00620695	CALL REALTY	143.70		
00620696	MICHAEL DAHLAGER	127.00		
00620697	WINDERMERE LEASE SOURCE	169.77		
00620698	SPOKANE HOUSING AUTHORITY SC	131.52		
00620699	CARRIE CLARK	300.21		
00620700	SPOKANE HOUSING AUTHORITY SC	142.88		
00620701	SPOKANE HOUSING AUTHORITY SC	126.66		
00620702	MICHAEL J DEWEY	149.17		
00620703	JASON GREENE	453.31		
00620704	AIDA JONES	149.31		
00620705	RODNEY AND JESSICA STUART	108.00		
00620706	SPOKANE HOUSING AUTHORITY SC	121.62		
00620707	TAISIA MOGA	140.00		
00620708	NORTH SPOKANE IRRIGATION	5.00		
00620709	G & W SUPPLY	2,588.40		
00620710	PEOPLE QUALIFIED COMMITTEE	5.00		
00620711	PET EMERGENCY CLINIC	2,823.43		
00620712	PRE-PAID LEGAL SERVICES INC	355.12		
00620713	ORKIN	247.38		
00620714	R 'N R RV CENTER	550.20		
00620715	R.V. KUHNS & ASSOCIATES, INC	8,560.76		
00620716	SAFEGUARD BUSINESS SYSTEMS I	156.20		
00620717	STATE DISBURSMENT UNIT	746.02		
00620718	T-MOBILE USA INC	515.00		
00620719	UNITED STATES TREASURY	12.50		
00620720	US BANK OR CITY TREASURER	2,325,124.87		
00620721	VOYA FINANCIAL LOAN REPAYMEN	6,199.71		
00620722	WA GET PROGRAM	375.00		
00620723	WA STATE SUPPORT REGISTRY OR	16,652.81		
00620724	CENTURYLINK		446.19	
00620725	HD SUPPLY INC		132.23	
00620726	HUB INTERNATIONAL NW LLC		869.55	
00620727	SPOKANE CITY TREASURER		1,294.80	
00620728	SPOKANE CITY TREASURER		938.45	
00620729	SPOKANE CITY TREASURER		1,594.91	
00620730	SPOKANE CITY TREASURER		1,721.52	
00620731	SPOKANE CITY TREASURER		1,416.41	
00620732	SPOKANE CITY TREASURER		3,086.65	
00620733	SPOKANE CITY TREASURER		1,254.27	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620734	SPOKANE PUBLIC LIBRARY IMPRE		750.00	
00620735	T-MOBILE		57.54	
00620736	WA STATE PATROL		66.00	
00620737	DACIA D FROM		75.00	
00620738	ADAMS TRACTOR CO INC			42.17

00620739	BRONWYN EDWARDS				750.00
00620740	CENTURYLINK				78.55
00620741	COLEMAN OIL COMPANY LLC				3,007.22
00620742	WATERCO OF THE PACIFIC NORTH				11.13
00620743	GENERAL STORE INC				6.86
00620744	ALYCE HILL				8.00
00620745	CSWW INC				1,771.24
00620746	ROMAINE ELECTRIC CORPORATION				239.60
00620747	SIX ROBBLEES INC				15.24
00620748	SOUNDTRACK YOUR BRAND USA IN				1,413.84
70003291	NORTHWEST INDUSTRIAL SERVICE	565.00			
70003292	CINTAS CORPORATION	14,707.12			
70003293	GALLS LLC	1,332.52			
70003294	GORDON TRUCK CENTERS INC DBA	32,364.11			
70003295	HUGHES FIRE EQUIPMENT INC	675.22			
70003296	NORCO INC	339.27			
70003297	SPOKANE HOUSE OF HOSE INC	93.60			
70003298	TITAN TRUCK EQUIPMENT	7,817.97			
70003299	HARRINGTON INDUSTRIAL PLASTI	1,959.14			
70003300	HORIZON DISTRIBUTORS				4,102.06
70003301	NORCO INC	590.59			
70003302	SPOKANE HOUSE OF HOSE INC				483.94
70003303	NORTHWEST INDUSTRIAL SERVICE				450.00
70003304	CINTAS CORPORATION				83.21
70003305	HORIZON DISTRIBUTORS				4,770.25
70003306	NATIONAL COLOR GRAPHICS INC				103.65
70003307	O'REILLY AUTOMOTIVE STORES I				34.02
70003308	PLANET TURF				334.17
70003309	NORTHWEST INDUSTRIAL SERVICE	825.00			
70003310	CINTAS CORPORATION	1,452.57			
70003311	CONSOLIDATED SUPPLY CO	2,613.66			
70003312	ALASKA RUBBER GROUP INC				42.55
70003313	CINTAS CORPORATION			38.52	
70003314	ENDRESS+HAUSER INC	857.08			
70003315	FOSTER GARVEY PC	11,887.00			
70003316	HORIZON DISTRIBUTORS				1,116.28
70003317	NATIONAL COLOR GRAPHICS INC			2,323.83	
70003318	NORCO INC	596.45			
70003319	O'REILLY AUTOMOTIVE STORES I				158.72
70003320	PLANET TURF				228.90
70003321	POLYDYNE INC	34,022.84			
70003322	SPOKANE POWER TOOL & HDWE			523.63	38.67
80154188	ABSOLUTE DRUG TESTING LLC	456.00			
80154189	ACTION MATERIALS	961.45			
80154190	ALS LABORATORY GROUP	170.00			
80154191	ALSCO DIVISION OF ALSCO INC	176.82			
80154192	AMERICAN SPRINKLER REPAIR	1,718.33			
80154193	APPLIED INDUSTRIAL	1,958.12			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154194	ARROW CONSTRUCTION SUPPLY IN	6,037.42		
80154195	AVISTA UTILITIES	8,022.19		
80154196	THE FA BARTLETT TREE EXPERT	2,760.23		
80154197	RODNEY D SANKEY dba	203.20		
80154198	CASCADE ENGINEERING INC	2,618.40		
80154199	COLEMAN OIL COMPANY LLC	17,157.43		
80154200	COMMUNITY FRAMEWORKS	8,593.38		
80154201	CONNELL OIL INC	887.05		
80154202	COPIERS NORTHWEST INC	1,753.87		

80154203	CORWIN OF SPOKANE LLC	10,365.56		
80154204	ECOCHEM ANALYTICS INC	14,059.57		
80154205	EUROFINS ENVIRONMENT TESTING	99.00		
80154206	FAMILY PROMISE OF SPOKANE	61,767.90		
80154207	FASTENAL CO	1,820.48		
80154208	FEDERAL EXPRESS CORP/DBA FED	34.73		
80154209	GORLEY LOGISTICS LLC	119.28		
80154210	GRAYMAR ENVIRONMENTAL SERVIC	1,661.38		
80154211	HASKINS STEEL CO INC	3,222.46		
80154212	INLAND NORTHWEST VETERINARY	1,484.25		
80154213	JEFF L ROGERS	294.51		
80154214	JRM ENTERPRISES INC	4,210.00		
80154215	LIFE ASSIST INC	2,299.47		
80154216	NONICA ANDREW DBA MARSHALLES	2,100.00		
80154217	MILE HIGH SHOOTING ACCESSORI	170.00		
80154218	MITCHELL HUMPHREY & CO	112,268.26		
80154219	MOUNTAIN CONSULTING SVCS LLC	3,428.00		
80154220	MUNICIPAL EMERGENCY SERVICES	2,623.12		
80154221	NAPA AUTO PARTS	2,861.50		
80154222	NORTH COUNTRY SERVICES LLC	616.60		
80154223	PAPE MACHINERY INC	3,368.35		
80154224	POMP'S TIRE SERVICE INC	4,008.08		
80154225	VIRGINIA M SCUDDER	2,700.00		
80154226	SHAMROCK MANUFACTURING INC	16,604.69		
80154227	SHERWIN WILLIAMS CO	768.89		
80154228	SITEONE LANDSCAPE SUPPLY LLC	115.08		
80154229	SPOKANE NEIGHBORHOOD ACTION	26,138.76		
80154230	SOLID WASTE SYSTEMS INC	3,777.42		
80154231	SPECIALTY MOBILE MIX INC	5,667.75		
80154232	PEROVICH PARTNERS INC	90.13		
80154233	COWLES PUBLISHING COMPANY	357.88		
80154234	W B SPRAGUE COMPANY INC	163.16		
80154235	SECURITAS TECHNOLOGY	509.74		
80154236	TACOMA SCREW PRODUCTS INC	26.20		
80154237	TRANSITIONS	11,404.61		
80154238	US BANK OR CITY TREASURER	106,036.91		
80154239	VERIZON WIRELESS	1,784.36		
80154240	VESTIS GROUP INC	89.69		
80154241	WA STATE DEPT OF ECOLOGY	4,148.82		
80154242	CDL SOLUTIONS LLC	4,753.00		
80154243	LARRY FIECHTNER	255.00		
80154244	ANATEK LABS INC	7,505.00		
80154245	CAPTAIN JAKE'S INC			1,785.50
80154246	CATHOLIC CHARITIES	62,562.72		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154247	COLEMAN OIL COMPANY LLC			1,204.98
80154248	COMMUNITY FRAMEWORKS	1,985.75		
80154249	CRITTER CONTROL OF GREATER	634.95		
80154250	DEECO INC	133,245.00		
80154251	EVERGREEN STATE TOWING LLC	162.41		
80154252	FAHLO LLC			3,164.56
80154253	FASTENAL CO			555.83
80154254	FIRE CONTROL SPRINKLER SYSTE	876.00		
80154255	FIBER MARKETING INTERNATIONA			1,728.52
80154256	MADRONA PEAK LLC	5,520.00		
80154257	W W GRAINGER INC			35.75
80154258	MARUBENI AMERICA CORPORATION			6,823.01
80154259	HYDRAULICS PLUS INC	1,710.83		

80154260	JEWELS HELPING HANDS	35,451.21		
80154261	LOOMIS ARMORED US INC	1,918.27		
80154262	D P LUND COMPANY	919.50		
80154263	NALCO CO	7,567.02		
80154264	NAPA AUTO PARTS	631.02		
80154265	NELSON'S TOWING AND REPAIR/	774.07		
80154266	NEPTUNE TECHNOLOGY GROUP INC	181,651.50		
80154267	CHARLES H NEU			4,904.00
80154268	ORCA PACIFIC INC	3,191.18		
80154269	PARAMETRIX INC	565.00		
80154270	PETE LIEN & SONS INC	24,518.88		
80154271	POMP'S TIRE SERVICE INC	5,220.50		
80154272	REVIVE COUNSELING SPOKANE PL	63,846.79		
80154273	RR DONNELLEY AND SONS COMPAN	1,276.75		
80154274	BRANDSAFWAY SERVICES INC	15,193.83		
80154275	SENSKE PEST CONTROL	617.52		
80154276	SIMPLIFILE LC	727.60		
80154277	SITEONE LANDSCAPE SUPPLY LLC	1,475.48		
80154278	SPOKANE NEIGHBORHOOD ACTION	15,495.52		
80154279	SPOKANE COUNTY TREASURER	197,293.74		
80154280	SPOKANE PUBLIC FACILITIES	480,959.93		
80154281	TRACE ANALYTICS LLC	100.00		
80154282	TWO RIVERS TERMINAL LLC	9,251.95		
80154283	VERIZON WIRELESS	241.68		
80154284	VESTIS GROUP INC	19.50		
80154285	VOLUNTEERS OF AMERICA OF	33,343.35		
80154286	WCP SOLUTIONS			3,231.43
80154287	YWCA	58,873.93		
80154288	DENNIS HANSEN	9,700.00		
80154289	JONI MEYER	233.00		
80154290	ANDREW PILLE	1,472.00		
80154291	TED L RAIL	499.00		
80154292	PARKER R RICHARDS	205.25		
80154293	JAMES VEITENHEIMER	8,660.66		
80154294	ALLIANT INSURANCE SERVICES I	12,083.32		
80154295	ALSCO DIVISION OF ALSCO INC			7.36
80154296	BERK CONSULTING INC	9,179.55		
80154297	CAMERON-REILLY LLC	629,648.09		
80154298	CATHOLIC CHARITIES	101,410.60		
80154299	CHASE YOUTH FOUNDATION	11,250.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154300	COMPASSIONATE ADDICTION	16,455.73		
80154301	COPIERS NORTHWEST INC			211.24
80154302	COPPER STATE BOLT & NUT CO			72.49
80154303	CRITTER CONTROL OF GREATER	490.95		
80154304	DAVIES CLAIMS SOLUTIONS LLC	22,966.30		
80154305	FERGUSON ENTERPRISES INC			124.94
80154306	FERRARIS INVESTIGATIONS AND	5,548.87		
80154307	H2E INC	60,421.03		
80154308	MARUBENI AMERICA CORPORATION			361.86
80154309	CPM DEVELOPMENT CORP DBA	680,951.44		
80154310	INLAND INFRASTRUCTURE LLC	420,577.11		
80154311	INNOVATIVE IMPACT STRATEGiES	8,639.35		
80154312	IMPERIAL BAG & PAPER CO LLC			721.04
80154313	JEWELS HELPING HANDS	298,892.81		
80154314	K & L GATES LLP	11,139.81		
80154315	KITTELSON & ASSOCIATES INC	34,511.15		
80154316	LIGHTING N BEYOND LLC	25,840.50		

80154317	OXARC LLC			156.22
80154318	PREMERA BLUE CROSS OR	365,374.82		
80154319	REHN & ASSOCIATES	1,741.50		
80154320	REZATEC GLOBAL INC	52,471.00		
80154321	SEVA WORKSHOP LLC	28,671.48		
80154322	SITEONE LANDSCAPE SUPPLY LLC			3,178.60
80154323	SPOKANE NEIGHBORHOOD ACTION	36,880.03		
80154324	PEROVICH PARTNERS INC			66.05
80154325	HESTON HARDWARE			230.35
80154326	SPOKANE AREA WORKFORCE	11,741.30		
80154327	SPOKANE COUNTY TREASURER	684.09		
80154328	W B SPRAGUE COMPANY INC			119.01
80154329	STANTEC CONSULTING SERVICES	2,271.75		
80154330	TAMALE BOX LLC			900.00
80154331	TRANSITIONS	31,785.33		
80154332	URM STORES INC			353.30
80154333	US BANK TRAVEL CARD	19,912.19		
80154334	US BANK P CARD PAYMENTS	40,119.36		
80154335	VAN NESS FELDMAN LLP	1,563.80		
80154336	VICTOR J GIAMPIETRI II	1,527.40		
80154337	WEST CENTRAL COMMUNITY	12,499.66		28.46
80154338	WHITWORTH UNIVERSITY AQUATIC			910.00
80154339	YWCA	7,948.34		
80154340	ROBERT FOSTER	7,000.00		
80154341	ABM INDUSTRY GROUPS LLC	6,869.92		
80154342	ACTION MATERIALS	288.77		
80154343	SPOKANE ENVELOPE LLC	300.48		
80154344	ALSCO DIVISION OF ALSCO INC			617.15
80154345	APPLIED INDUSTRIAL SYSTEMS L	3,879.60		
80154346	ATS INLAND NW LLC	33,772.61		
80154347	AVISTA UTILITIES	177,433.75		
80154348	BATTERIES PLUS	35.95		
80154349	BOULDER CREST FOUNDATION	21,087.00		
80154350	BOWMAN CONSULTING GROUP LTD	7,111.25		
80154351	BROWN AND CALDWELL	527.03		
80154352	CAMTEK INC			1,669.27

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154353	CASCADE MACHINERY & ELECTRIC	543.66		
80154354	CATHOLIC CHARITIES	31,276.04		
80154355	JONAS TICKETING INC			22,908.92
80154356	CHRIST KITCHEN	35,000.00		
80154357	COLUMBIA ELECTRIC SUPPLY/DIV	2,291.10		
80154358	COLUMBIA RIVER CARBONATES	8,663.98		
80154359	COMPASSIONATE ADDICTION	27,082.05		
80154360	CONTROL SOLUTIONS NW INC	1,193.29		
80154361	COPIERS NORTHWEST INC	3,892.70		157.07
80154362	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80154363	DESAUTEL HEGE COMMUNICATIONS			16,764.36
80154364	EMERGENCY RESPONDERS HEALTH	5,000.00		
80154365	ENVIRONMENTAL INCENTIVES INC	20,725.75		
80154366	EVERGREEN STATE TOWING LLC	32,031.97		
80154367	EVOQUA WATER TECHNOLOGIES LL	693.76		
80154368	FAMILY PROMISE OF SPOKANE	18,925.92		
80154369	HISPANIC BUSINESS ASSOCIATIO	35,810.59		
80154370	K & L GATES LLP	5,472.00		
80154371	NB ENGINEERING LLC	3,391.96		
80154372	ALLISON OSTRER	150.00		
80154373	PROJECT JOY			2,580.83

80154374	REVIVE COUNSELING SPOKANE PL	220,143.57			
80154375	SNAP FINANCIAL ACCESS	10,196.10			
80154376	SPOKANE POLICE CHAPLAINCY	10,475.00			
80154377	SPOKANE REGIONAL DOMESTIC	14,421.99			
80154378	COWLES PUBLISHING COMPANY	240.96			
80154379	JEFFREY THOMPSON				755.30
80154380	TRANSITIONS	1,742.88			
80154381	VOLUNTEERS OF AMERICA OF	210,508.65			
80154382	WEST CENTRAL COMMUNITY				6,056.25
80154384	AVISTA UTILITIES		476.60		
80154385	BATTERY SYSTEMS INC				62.09
80154386	BEARING DISTRIBUTORS INC				59.48
80154387	SPOKANE FIRE FIGHTERS BENEFI	16,039.15			
80154388	BROADWAY INDUSTRIAL SUPPLY L				67.07
80154389	DOWNTOWN SPOKANE PARTNERSHIP	175,651.96			
80154390	CARL MAXEY CENTER	76,869.76			
80154391	CARRIER CORPORATION		4,727.69		
80154392	CATHOLIC CHARITIES	753,416.55			
80154393	COMMONSTREET CONSULTING LLC	3,343.63			
80154394	COMPASSIONATE ADDICTION	55,733.46			
80154395	STEVE CONNER				20,722.55
80154396	CONSOLIDATED ELECTRICAL		1,601.53		
80154397	COPIERS NORTHWEST INC	4,187.00			
80154398	CREEK AT QUALCHAN GOLF COURS				19,143.30
80154399	DATA DIMENSIONS LLC	309.00			
80154400	DELTA DENTAL OF WASHINGTON	45,474.50			
80154401	DESIGNER DECAL INC	223.98			
80154402	DEVRIES INFORMATION MANAGEME	945.10			
80154403	DIGNITARY PROTECTION TEAM FU	260.00			
80154404	DIRECT EDGE DENVER, LLC				9,475.56
80154405	DRNS CORP				833.68
80154406	DRY BOX INC				109.10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154407	EDU MEMBERSHIP FUND	30.00		
80154408	EUROFINS ENVIRONMENT TESTING	99.00		
80154409	FAMILY PROMISE OF SPOKANE	95,046.64		
80154410	FASTENAL CO	4,712.31		918.37
80154411	FEDERAL EXPRESS CORP/DBA FED	7.73		
80154412	FERGUSON ENTERPRISES INC	15,851.26		
80154413	FIREPOWER INC	474.59		
80154414	FISHER CONSTRUCTION GROUP IN	8,728.00		
80154415	FISHER SCIENTIFIC	3,534.11		
80154416	GLOVER MANSION EVENTS LLC			1,265.83
80154417	GOODWILL INDUSTRIES OF THE	466,275.77		
80154418	W W GRAINGER INC	11,962.34		
80154419	GRAYMAR ENVIRONMENTAL SERVIC	1,031.00		
80154420	POLICE GUILD LEGAL DEFENSE	634.00		
80154421	H D FOWLER COMPANY	13,792.20		
80154422	HASA INC	15,073.32		
80154423	HISPANIC BUSINESS ASSOCIATIO	4,336.53		
80154424	INDUSTRIAL BOLT & SUPPLY INC			436.26
80154425	INDUSTRIAL SERVICE SOLUTIONS	3,681.37		
80154426	INT'L ASSN OF FIREFIGHTERS/	69,394.87		
80154427	JEFF L ROGERS	294.51		
80154428	K & L GATES LLP	2,106.00		
80154429	KAISER FOUNDATION HEALTH PLA	142,416.09		
80154430	KEMIRA WATER SOLUTIONS INC	105,436.75		
80154431	KENWORTH SALES COMPANY	777.33		

80154432	KING COUNTY BAR ASSOCIATION	32,157.11			
80154433	KITTELSON & ASSOCIATES INC	532.75			
80154434	SCP DISTRIBUTORS LLC				524.55
80154435	LOOMIS ARMORED US INC	6,535.59			
80154436	LT & CAPT ASSOCIATION	2,245.00			
80154437	LT & CAPT ASSOCIATION - LTD	650.00			
80154438	LTS & CPTS LEGAL DEFENSE FUN	44.00			
80154439	M & P ASSOCIATION	3,665.94			
80154440	MCGUIRE BEARING CO				107.36
80154441	MILE HIGH SHOOTING ACCESSORI	367.96			
80154442	MORGAN STANLEY CAPITAL	50,766.32			
80154443	NALCO CO	976.42			
80154444	NAPA AUTO PARTS				126.28
80154445	NEPTUNE TECHNOLOGY GROUP INC	293,370.07			
80154446	NW HANDLING SYSTEMS INC	242.37			
80154447	NW LANDSCAPE MAINTENANCE INC	1,104.04			
80154448	OCLC INC		51,651.56		
80154449	OPEN LIBRARY FOUNDATION INC		5,000.00		
80154450	OXARC LLC	9,248.18			
80154451	PARAMETRIX INC	16,277.58			
80154452	THE PART WORKS INC				567.46
80154453	PARTNERS WITH FAMILIES &	7,749.91			
80154454	NATIONAL EMPLOYERS COUNCIL I	1,000.00			
80154455	REXEL INC				207.05
80154456	SPOKANE POLICE GUILD	29,367.00			
80154457	POMP'S TIRE SERVICE INC	23,229.70			
80154458	PROFORMA				208.15
80154459	REHN & ASSOCIATES	528.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80154460	REHN & ASSOCIATES	28,510.54		
80154461	RIVER PARK SQUARE LLC	979.00		
80154462	THE SALVATION ARMY	41,666.68		
80154463	SANDBAGGERS CLUB LLC			19,255.92
80154464	SANITAS TECHNOLOGIES	365.00		
80154465	SPOKANE NEIGHBORHOOD ACTION	43,129.16		
80154466	SPOKANE POLICE BENEFIT ASSOC	390.00		
80154467	SPOKANE POLICE CHAPLAIN	6,088.50		
80154468	SPOKANE POLICE K-9 MEMBERSHI	200.00		
80154469	PEROVICH PARTNERS INC			789.55
80154470	HESTON HARDWARE			196.15
80154471	SPOKANE COUNTY TREASURER	76.00		
80154472	SPOKANE POLICE GUILD FRATERN	850.68		
80154473	SPRINGSHARE LLC		202.65	
80154474	STARPLEX CORP		733.15	
80154475	STONEWAY ELECTRIC SUPPLY			566.45
80154476	SPOKANE POLICE SWAT TEAM	690.00		
80154477	T & T GOLF MANAGEMENT INC			30,254.15
80154478	SPOKANE POLICE TACTICAL TEAM	900.00		
80154479	TOWANDA LLC	5,000.00		
80154480	TRANSITIONS	32,887.71		
80154481	URM STORES INC			254.81
80154482	US BANK TRUST NA	1,278,883.28		
80154483	WA ST COUNCIL OF CITY & COUN	33,498.64		
80154484	WESTERN EQUIPMENT DISTRIBUTO			346.30
80154485	WSCCCE, AFSCME, AFL-CIO	449.15		
80154486	LARRY B HUGHES		23.20	
80154487	JEFFREY KEITH	205.25		
80154488	REBEKAH MACE		21.32	

80154489	MEDELLIN, NATHANIEL	1,234.16		
80154490	RENEE RAIDT		350.00	
80154491	MOOREA SCHADE	75.00		
		14,686,724.03	81,377.20	240,408.73
			CITYWIDE TOTAL:	15,008,509.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80154389	25,000.00
FERRARIS INVESTIGATIONS AND CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80154306	5,548.87
FOSTER GARVEY PC	SURVEYS/STUDIES CREDIT CARD PMT NO. - 70003315	11,887.00
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80154428	2,106.00
TOTAL FOR 0020 - NONDEPARTMENTAL		44,541.87

0030 - OFFICE OF POLICE OMBUDS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	275.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80154461	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,083.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,548.10
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	141.80
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		3,248.22

0100 - GENERAL FUND

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00620680	2,667.77
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80154296	9,179.55
RAPTOR ROOTER & PLUMBING LLC PO BOX 14188	PERMIT REFUNDS PAYABLE CHECK NO. - 00620559	150.00
SIMPLIFILE LC	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80154276	303.50
SIMPLIFILE LC	OTHER PREPAYMENTS ACH PMT NO. - 80154276	3,000.00-
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80154329	2,271.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STEFFEN CONSTRUCTION PO BOX 702	PERMIT REFUNDS PAYABLE CHECK NO. - 00620547	76.87

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80154334	40,119.36
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80154333	19,912.19
TOTAL FOR 0100 - GENERAL FUND		71,680.99

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154202	226.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	795.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MERIT SYSTEM ANALYST III CHECK NO. - 00620687	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	3,783.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	5,572.09
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154283	125.69
TOTAL FOR 0230 - CIVIL SERVICE		10,578.21

0260 - OFFICE OF THE CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES CHECK NO. - 00620681	7,392.31
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80154402	51.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	6,099.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	2,898.90
TOTAL FOR 0260 - OFFICE OF THE CITY CLERK		16,696.51

0320 - COUNCIL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	546.72
HOUSE OUR NEIGHBORS EDUCATION FUND	REGISTRATION/SCHOOLING CHECK NO. - 00620584	1,500.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	1,285.00
ICMA RETIREMENT TRUST 457	LEGISLATIVE ASSISTANT I & II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00620720	4,864.20
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80154482	7,040.69
TOTAL FOR 0320 - COUNCIL		15,336.61

0330 - COMMUNICATIONS & MARKETING

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00620675	111.57
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	530.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00620720	2,841.40
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80154482	4,263.07
TOTAL FOR 0330 - COMMUNICATIONS & MARKETING		7,746.04

0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80154361	276.14
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80154413	130.92
ICMA RETIREMENT TRUST 457	ASSOCIATE ENGINEER I-II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	75.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	2,758.94
ICMA RETIREMENT TRUST 457	PUBLIC WORKS LEAD INSPECTOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	20.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00620720	14,542.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80154482	21,309.35
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80154284	39.00
WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00620684	52.99
TOTAL FOR 0370 - ENGINEERING SERVICES		39,204.42

0380 - TRANSPORTATION & SUSTAINABILIT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	488.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	729.43
TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT		1,318.20

0410 - FINANCE AND ADMINISTRATION

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	111.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	925.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154435	3,507.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	4,254.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	6,174.47
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		14,972.68

0450 - HOUSING AND HUMAN SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	788.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,144.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES		2,107.79

0470 - ARTS, CULTURE, & HISTORIC PRES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	160.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80154276	5.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	884.28

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,303.99
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		2,353.73

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	538.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	653.49
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		1,192.14

0500 - OFFICE OF THE CITY ATTORNEY

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	904.01
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80154347	84.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ATTORNEY ASSISTANT CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	2,015.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SPL APPTD ASST CITY PROSECUTOR CHECK NO. - 00620687	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	11,453.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	16,118.66
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		30,695.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0520 - OFFICE OF THE MAYOR

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	297.52
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154397	140.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	450.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR-EMERGENCY MANAGEMENT CHECK NO. - 00620687	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	3,174.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	3,512.96

TOTAL FOR 0520 - OFFICE OF THE MAYOR		7,675.84

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,254.03
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,825.38
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	85.68
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		3,415.09

0560 - MUNICIPAL COURT

ALLISON OSTRER DBA ALLISON OSTRER LLC	INTERPRETER COSTS ACH PMT NO. - 80154372	150.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	471.06
COMCAST	IT/DATA SERVICES CHECK NO. - 00620580	79.95
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80154402	153.36
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	COURT CLERK I CHECK NO. - 00620687	30.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	2,025.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80154214	4,210.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154435	1,889.62
NONICA ANDREW DBA MARSHALLESE INTERPRETING SERVICES	INTERPRETER COSTS ACH PMT NO. - 80154216	2,100.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80154461	779.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80154471	760.09
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00620707	700.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	10,498.82

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	15,658.98
VIRGINIA M SCUDDER	INTERPRETER COSTS ACH PMT NO. - 80154225	2,700.00
	TOTAL FOR 0560 - MUNICIPAL COURT	42,205.88

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	518.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	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. - 00620687	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	264.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	420.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES	785.71

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80154402	153.36
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	667.51
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	3,495.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	5,117.34
	TOTAL FOR 0620 - HUMAN RESOURCES	9,433.92

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	985.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	4,239.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	6,226.09
TOTAL FOR 0650 - PLANNING SERVICES		11,450.19

0680 - POLICE

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80154341	6,869.92
AT&T MOBILITY	MISC SERVICES/CHARGES CHECK NO. - 00620682	7,935.00
CUMMINS ALLISON CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00620685	1,308.11
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80154366	32,194.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	98,829.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DETECTIVE CHECK NO. - 00620687	3,180.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HUMAN RESOURCE ANALYST I CHECK NO. - 00620687	75.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MENTAL HEALTH COORDINATOR CHECK NO. - 00620687	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE OFFICER CHECK NO. - 00620687	2,287.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE RECORDS SPECIALIST CHECK NO. - 00620687	120.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE SERGEANT CHECK NO. - 00620687	865.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR POLICE OFFICER CHECK NO. - 00620687	1,821.94
INLAND NORTHWEST VETERINARY DENTISTRY AND ORAL SURGERY	VETERINARY SERVICES ACH PMT NO. - 80154212	1,484.25
MEDELLIN, NATHANIEL	TUITION REIMBURSEMENT ACH PMT NO. - 80154489	1,234.16
MILE HIGH SHOOTING ACCESSORIES LLC	MINOR EQUIPMENT ACH PMT NO. - 80154441	367.96
MILE HIGH SHOOTING ACCESSORIES LLC	POSTAGE ACH PMT NO. - 80154217	170.00
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80154265	774.07
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80154446	242.37
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00620711	2,823.43
RODNEY D SANKEY dba BULLDOG TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80154197	203.20
SPOKANE POLICE CHAPLAINCY BOARD	CONTRACTUAL SERVICES ACH PMT NO. - 80154376	10,475.00
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00620718	515.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	71,968.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	45,001.02
TOTAL FOR 0680 - POLICE		290,822.78

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80154188	456.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES CHECK NO. - 00620678	299.99
COMCAST	TELEPHONE CHECK NO. - 00620678	89.40
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80154402	32.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,170.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	6,317.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	9,447.18
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		17,811.88

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	84.73
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80154347	904.01
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154202	204.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,190.00

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PUBLIC DEFENDER II CHECK NO. - 00620687	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	7,489.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	10,478.54
TOTAL FOR 0700 - PUBLIC DEFENDER		20,411.35

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	250.00
ROBERT FOSTER	CONTRACTUAL SERVICES ACH PMT NO. - 80154340	7,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,343.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,814.47
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		10,408.09

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154194	6,037.42
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	39.55
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80154410	1,431.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	4,495.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR ENGINEER I-II CHECK NO. - 00620687	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	STREET MAINTENANCE OPERATOR II CHECK NO. - 00620687	60.00
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003318	5.24
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00620708	5.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154226	16,604.69
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154231	5,667.75

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	22,644.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	31,694.75
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80154240	70.19
TOTAL FOR 1100 - STREET FUND		88,830.37

1200 - CODE ENFORCEMENT FUND

CAREER PATH SERVICES EMPLOYMENT AND TRAINING	CONTRACTUAL SERVICES CHECK NO. - 00620626	12,299.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,455.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	NEIGHBORHOOD HOUSING SPEC CHECK NO. - 00620687	50.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80154222	616.60
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80154227	768.89
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80154276	1,870.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	6,156.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	9,133.88
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	340.12
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00620545	89.62
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		32,780.85

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	3,090.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARIAN CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARY CLERICAL ASST I CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MAINTENANCE/FACILITIES MANAGER CHECK NO. - 00620687	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00620720	21,360.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	29,473.22
TOTAL FOR 1300 - LIBRARY FUND		54,103.34

1360 - GENERAL FUND GRANTS

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00620680	2,667.77-
1A SMART START LLC	PROFESSIONAL SERVICES CHECK NO. - 00620680	2,667.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154296	9,179.55
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80154296	9,179.55-
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154329	2,271.75
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80154329	2,271.75-
TOTAL FOR 1360 - GENERAL FUND GRANTS		0.00

1380 - SPOKANE SAFE STREETS FOR ALL

ANN JOHNSON 2724 E HANGMAN VALLEY RD	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00620589	10.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154195	254.06
JON TUNTLAND 9509 W DRIFTWOOD DR	PHOTO RED FINES CHECK NO. - 00620586	10.00
ROBERT FRANK 2329 E GORDON AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00620587	10.00
SHERI BREBNER 1812 E EMPIRE AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00620588	11.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	296.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	431.99
TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		1,023.55

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	50.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	304.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	368.90
	TOTAL FOR 1390 - URBAN FORESTRY FUND	723.11

1400 - PARKS AND RECREATION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CASH ACCOUNTING CLERK II CHECK NO. - 00620687	5.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	5,199.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HORTICULTURE SUPERVISOR CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	RECREATION ASSISTANT CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	RECREATION SUPERVISOR CHECK NO. - 00620687	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	46,160.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	37,560.56
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	89,120.30

1425 - AMERICAN RESCUE PLAN

LIGHTING N BEYOND LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80154316	25,840.50
SEVA WORKSHOP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80154321	28,671.48
	TOTAL FOR 1425 - AMERICAN RESCUE PLAN	54,511.98

1430 - GRANTS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	385.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	2,360.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	3,116.70
	TOTAL FOR 1430 - GRANTS OPERATIONS	5,862.28

1440 - FIRE GRANTS MISCELLANEOUS

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620689	300.61
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	OVERTIME-UNIFORM CHECK NO. - 00620689	54.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	176.43
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		531.74

1460 - PARKING METER REVENUE FUND

GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003293	948.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	760.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154435	2,083.15
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES ACH PMT NO. - 80154232	90.13
SAFEGUARD BUSINESS SYSTEMS INC	BANK FEES CHECK NO. - 00620716	156.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	2,862.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	4,203.05
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	108.65
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80154239	120.03
TOTAL FOR 1460 - PARKING METER REVENUE FUND		11,332.75

1510 - SPOKANE UNITED 911 NETWORK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	901.64
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,352.91
TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK		2,354.55

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80154280	480,959.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		480,959.93

1620 - PUBLIC SAFETY & JUDICIAL GRANT

BOULDER CREST FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80154349	21,087.00
EMERGENCY RESPONDERS HEALTH CENTER LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80154364	5,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,966.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	OVERTIME-UNIFORM CHECK NO. - 00620687	122.54
SPOKANE REGIONAL DOMESTIC VIOLENCE COALITION	CONTRACTUAL SERVICES ACH PMT NO. - 80154377	14,421.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,019.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	88.27
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		43,705.80

1640 - COMMUNICATIONS BLDG M&O FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00620544	93.32
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80154360	1,193.29
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80154207	153.59
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		1,440.20

1680 - HOUSING AND HOMELESS SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	851.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	3,998.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	5,485.02
TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES		10,334.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1970 - SPOKANE FIRE DEPARTMENT

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80154191	176.82
CENTURYLINK	TELEPHONE CHECK NO. - 00620544	152.50
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80154199	15,108.29
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154201	887.05
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154202	942.57
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154203	3,512.25
CUSHMAN & WAKEFIELD BENEFIT OF VERIZON	PERMIT REFUNDS PAYABLE CHECK NO. - 00620567	38.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80154207	1,342.99
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154207	266.21
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154207	57.69
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80154411	7.73
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003293	370.87
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS CREDIT CARD PMT NO. - 70003293	13.07
GERMAN-AMERICAN SOCIETY 25 W 3RD AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00620568	38.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003294	19,031.48
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT CREDIT CARD PMT NO. - 70003294	13,332.63
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80154209	59.64
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003295	675.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CMMTY RISK REDUCTION SPECIALST CHECK NO. - 00620687	75.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	7,768.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE CAPTAIN CHECK NO. - 00620687	230.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE EQUIPMENT OPERATOR CHECK NO. - 00620687	230.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIREFIGHTER CHECK NO. - 00620687	330.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620689	55,435.75
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE CAPTAIN CHECK NO. - 00620689	20.24
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE EQUIPMENT OPERATOR CHECK NO. - 00620689	1,165.84
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE LIEUTENANT CHECK NO. - 00620689	865.75
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIREFIGHTER CHECK NO. - 00620689	5,945.39
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	OVERTIME-STATE MOBILIZATION CHECK NO. - 00620689	0.53-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	OVERTIME-UNIFORM CHECK NO. - 00620689	97.65-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	SPECIALTY PAY CHECK NO. - 00620689	4.88-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	SR. FIRE EQUIPMENT OPERATOR CHECK NO. - 00620689	658.97
INLAND EMPIRE FIRE PROTECTION PO BOX 40151	PERMIT REFUNDS PAYABLE CHECK NO. - 00620569	693.00
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80154215	2,299.47
MT VERNON TERRACE 3128 S MT VERNON ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00620605	38.00
MUNICIPAL EMERGENCY SERVICES INC	CLOTHING ACH PMT NO. - 80154220	939.49
MUNICIPAL EMERGENCY SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154220	1,683.63
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80154221	291.40
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154264	157.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	

GENUINE PARTS CO	ACH PMT NO. - 80154264	3,044.08
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003301	395.60
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003296	144.28
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80154447	340.69
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154447	763.35
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620623	516.37
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620623	620.23
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620608	147.29
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154271	4,386.79
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80154271	905.72
ROMAINE ELECTRIC CORPORATION	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00620612	1,075.53
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154228	115.08
SPOKANE FIRE DEPARTMENT IMPREST FUND	MINOR EQUIPMENT CHECK NO. - 00620615	95.99
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154236	26.20
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154281	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	39,156.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	8,979.93
VOLUNTEERS OF AMERICA 1440 N HAVEN ST STE 3	PERMIT REFUNDS PAYABLE CHECK NO. - 00620606	38.00
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		195,590.42

1985 - VOYA DEFINED CONTR ADMIN FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00620715	8,560.76
TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND		8,560.76

1990 - TRANSPORTATION BENEFIT FUND

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONTRACTUAL SERVICES ACH PMT NO. - 80154378	240.96
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		240.96

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00620540	10,329.70
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154297	629,648.09
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80154393	3,343.63
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154233	357.88
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154309	546,616.93
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154310	300,672.26
KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154315	34,511.15
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154451	10,757.58
SIMPLIFILE LC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154276	314.96
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,536,552.18

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154342	1,250.22
AIDA JONES 314 E 17TH AVE	REFUNDS CHECK NO. - 00620704	149.31
AMY SAWYER 982 CONKLIN MEADOWS RD	REFUNDS CHECK NO. - 00620550	222.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	37.19
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80154195	96.21
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80154350	2,370.42

CALL REALTY PO BOX 141928	REFUNDS CHECK NO. - 00620695	143.70
CARRIE CLARK 13545 S VENICIA WAY	REFUNDS CHECK NO. - 00620699	300.21
CASCADE MACHINERY & ELECTRIC INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80154353	543.66
CEDAR RIDGE ZANCO APARTMENTS L PO BOX 327	REFUNDS CHECK NO. - 00620599	6,843.64
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003292	2,374.01
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003311	2,613.66
CORY FRENCH PO BOX 65	REFUNDS CHECK NO. - 00620549	52.12
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154309	95,223.67
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80154303	490.95
DALE SCHOCK 14920 E HEROY AVE	REFUNDS CHECK NO. - 00620564	180.62
DELORES A RODGERS 13008 N PALOMINO LN	REFUNDS CHECK NO. - 00620694	108.84
DENISE PUTZ 905 E LAKEVIEW LANE	REFUNDS CHECK NO. - 00620561	125.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154410	3,281.02
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80154412	15,851.26
GARY L NOLAND 211 E HAWTHORNE RD	REFUNDS CHECK NO. - 00620604	125.71
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	CONTRACTUAL SERVICES ACH PMT NO. - 80154209	51.12
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80154421	10,717.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154421	3,074.26
H2E INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154307	60,421.03
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	8,270.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR - HYDROELECTRIC SVCS CHECK NO. - 00620687	100.00
ICMA RETIREMENT TRUST 457	INSTRUMENT REPAIR TECHNICIAN	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	METER READER CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WATER/HYDRO PLANT OPERATOR CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WELDER CHECK NO. - 00620687	60.00
JACKIE ZIMMERMAN 4025 N SARGENT RD	REFUNDS CHECK NO. - 00620563	145.44
JASON GREENE 1167 W DANA DR	REFUNDS CHECK NO. - 00620703	453.31
JEFFREY KEITH	PERMITS/OTHER FEES ACH PMT NO. - 80154487	205.25
JOHN JOSEPH AND ELIZABETH MARY 4610 3 38TH AVE	REFUNDS CHECK NO. - 00620554	106.90
K & L GATES LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80154314	11,139.81
LAVONNE GEISTWHITE 211 E MISSION AVE APT 9	REFUNDS CHECK NO. - 00620590	122.94
LENNAR NORTHWEST LLC 33820 WEYERHAEUSER WAY S	REFUNDS CHECK NO. - 00620603	655.09
LINDE GAS & EQUIPMENT INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620570	595.25
LISA UNDERHILL 13420 E PIPER RD	REFUNDS CHECK NO. - 00620551	112.86
LYNOR AND JOSHUA HARDY 110 CARNOUSTY DR	REFUNDS CHECK NO. - 00620560	114.02
MICHAEL DAHLAGER 606 NW 12TH LOOP	REFUNDS CHECK NO. - 00620696	127.00
MICHAEL J DEWEY 2022 W 1ST AVE	REFUNDS CHECK NO. - 00620702	149.17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MOUNTAIN CONSULTING SVCS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154219	3,428.00
NATHAN VINCE CRUZ 31372 PLACER CONDRIEU	REFUNDS CHECK NO. - 00620693	251.67
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80154445	475,021.57
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620579	1,378.38
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003309	110.00
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80154450	9,248.18

PAMELA SHAW PO BOX 1911	REFUNDS CHECK NO. - 00620591	185.44
PARKER R RICHARDS	PERMITS/OTHER FEES ACH PMT NO. - 80154292	205.25
REZATEC GLOBAL INC C/O CEI	CONTRACTUAL SERVICES ACH PMT NO. - 80154320	52,471.00
RICHARD M AVERY 10322 N MIDDLETON DR APT 423	REFUNDS CHECK NO. - 00620594	130.33
ROBIN HAMON 108 INGLEWOOD PARK	REFUNDS CHECK NO. - 00620592	184.99
RODNEY AND JESSICA STUART 2940 W ECHO DR	REFUNDS CHECK NO. - 00620705	108.00
SAMANTHA AND TIMOTHY HILTON 827 W 25TH AVE	REFUNDS CHECK NO. - 00620565	2,832.01
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154277	1,475.48
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00620614	1,558.00
SPOKANE HOUSING AUTHORITY SCAT 25 W NORA AVE	REFUNDS CHECK NO. - 00620706	522.68
SPOKANE PUBLIC SCHOOLS 200 N BERNARD ST	REFUNDS CHECK NO. - 00620553	7,694.81
THE ESTATE OF BONNIE A OBRIGEW 9615 E PARADISE RD	REFUNDS CHECK NO. - 00620555	136.47
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003298	7,817.97
TOM DURHAM 600 WINKLER WAY	REFUNDS CHECK NO. - 00620562	131.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	MOBILE BROADBAND CHECK NO. - 00620617	1,764.42
UNIT PROCESS COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00620618	2,933.48
UNITED RENTALS NW INC	MINOR EQUIPMENT CHECK NO. - 00620619	1,673.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	41,738.17
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	61,185.43
VAN NESS FELDMAN LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80154335	1,563.80
WATER DEPARTMENT IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00620622	97.66

WINDERMERE LEASE SOURCE 102 E BALDWIN AVE	REFUNDS CHECK NO. - 00620697	169.77
	TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	905,203.74

4250 - INTEGRATED CAPITAL MANAGEMENT

COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154357	2,291.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	959.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ENVIRONMENTAL PROGRAM MANAGER CHECK NO. - 00620687	20.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR ENGINEER I-II CHECK NO. - 00620687	75.00
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154310	119,904.85
KITTELSON & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80154433	532.75
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154451	6,085.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	5,780.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	8,534.55
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	40.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTLAND RESOURCES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00620577	1,148.75
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	145,372.57

4300 - WASTEWATER MANAGEMENT FUND

SAMANTHA AND TIMOTHY HILTON 827 W 25TH AVE	REFUNDS CHECK NO. - 00620565	81.69
	TOTAL FOR 4300 - WASTEWATER MANAGEMENT FUND	81.69

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	2,394.43
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80154347	192.55
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80154350	2,370.42
CENTURYLINK	TELEPHONE CHECK NO. - 00620676	663.36
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80154199	2,049.14
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80154309	39,110.84
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80154402	18.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	2,645.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WASTEWATER SUPERVISOR CHECK NO. - 00620687	140.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003291	330.00
SECURITAS TECHNOLOGY CORPORATION	ALARM/SECURITY SERVICES ACH PMT NO. - 80154235	509.74
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003297	93.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	12,155.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	17,956.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	80,628.99

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80154190	170.00
ATS INLAND NW LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154346	1,350.11
ATS INLAND NW LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80154346	32,422.50
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620543	627.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	175,597.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80154195	17.77
BATTERIES PLUS	OPERATING SUPPLIES ACH PMT NO. - 80154348	35.95
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80154351	527.03

COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154358	8,663.98
COMCAST	IT/DATA SERVICES CHECK NO. - 00620627	234.34
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154397	817.79
DESIGNER DECAL INC	MISC SERVICES/CHARGES ACH PMT NO. - 80154401	223.98
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003314	857.08
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80154408	198.00
EVOQUA WATER TECHNOLOGIES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154367	693.76
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80154208	34.73
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80154415	3,534.11
G & W SUPPLY DBA PARAMOUNT SUPPLY CO	OPERATING SUPPLIES CHECK NO. - 00620709	1,364.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

G & W SUPPLY DBA PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620709	1,223.64
HARRINGTON INDUSTRIAL PLASTICS LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003299	1,959.14
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154422	15,073.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ADMINISTRATIVE MANAGER CHECK NO. - 00620687	31.51
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	6,413.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LABORATORY TECHNICIAN CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LABORER II CHECK NO. - 00620687	10.00
INDUSTRIAL SERVICE SOLUTIONS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154425	3,681.37
JONI MEYER	PERMITS/OTHER FEES ACH PMT NO. - 80154289	233.00
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80154370	5,472.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154430	105,436.75

KENWORTH SALES COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80154431	777.33
MOOREA SCHADE	PERMITS/OTHER FEES ACH PMT NO. - 80154491	75.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154443	8,543.44
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003318	591.21
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003291	235.00
POLYDYNE INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003321	34,022.84
SPOKANE COUNTY SHERIFF'S OFFIC ATTN; CIVIL DIVISION	PROFESSIONAL SERVICES CHECK NO. - 00620607	65.00
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80154343	300.48
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154282	9,251.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE CHECK NO. - 00620575	686.91
UNIT PROCESS COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620576	7,254.08
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	36,019.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	53,012.54
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80154418	3,459.74
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80154418	8,502.60
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80154241	4,148.82
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	533,911.22

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154347	2,610.82
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80154195	51.16
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80154350	2,370.41
ENVIRONMENTAL INCENTIVES INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80154365	20,725.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,425.00
NB ENGINEERING LLC DBA EVERGREEN STORMH2O	CONTRACTUAL SERVICES ACH PMT NO. - 80154371	3,391.96
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	CONTRACTUAL SERVICES CHECK NO. - 00620679	453.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	6,252.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	9,092.61
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80154239	512.81
TOTAL FOR 4330 - STORMWATER		46,887.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

APRIL SALSBURY 7010 NE 335TH ST	REFUNDS CHECK NO. - 00620593	131.23
EVERGREEN RESTUARANT GROUP LLC 1180 NW MAPLE ST STE 105	REFUNDS CHECK NO. - 00620548	500.00
SAMANTHA AND TIMOTHY HILTON 827 W 25TH AVE	REFUNDS CHECK NO. - 00620565	50.30
TOTAL FOR 4480 - SOLID WASTE FUND		681.53

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00620542	42,646.57
APPLIED INDUSTRIAL TECHNOLOGIES	OPERATING SUPPLIES ACH PMT NO. - 80154193	1,958.12
APRIL C STORLE	REGISTRATION/SCHOOLING CHECK NO. - 00620574	132.25
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80154195	496.32
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154274	15,193.83
CASCADE ENGINEERING INC	OPERATING SUPPLIES ACH PMT NO. - 80154198	2,618.40
CDL SOLUTIONS LLC DBA DRIVE509	REGISTRATION/SCHOOLING ACH PMT NO. - 80154242	4,753.00
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003292	10,884.94

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154202	379.69
D P LUND COMPANY	PROFESSIONAL SERVICES ACH PMT NO. - 80154262	919.50
DEECO INC	EMISSION TESTING ACH PMT NO. - 80154250	133,245.00
ECOCHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154204	14,059.57
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154254	876.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80154209	8.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80154210	1,661.38
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80154211	3,222.46
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154259	1,710.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	3,510.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE ASH OPERATOR CHECK NO. - 00620687	120.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE MAINTENANCE SPECIALIST CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE POWER PLANT OPERATOR CHECK NO. - 00620687	60.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154261	973.46
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003301	389.98
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003309	495.00
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154268	3,191.18
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00620713	247.38
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80154270	24,518.88
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80154275	617.52
SNW TEC LLC DBA SWAGELOCK NW/ALASKA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620613	473.64

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	28,561.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	37,212.70
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	309.57
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00620684	40.16
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00620684	179.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	335,726.35

4500 - SOLID WASTE COLLECTION

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80154402	68.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	4,720.08
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR I CHECK NO. - 00620687	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR II CHECK NO. - 00620687	35.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR III CHECK NO. - 00620687	110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE DISTRICT SUPERVISOR CHECK NO. - 00620687	60.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80154279	197,293.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	28,408.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	42,679.78
WASTEQUIP WASHINGTON	MACHINERY/EQUIPMENT CHECK NO. - 00620621	94,166.40
TOTAL FOR 4500 - SOLID WASTE COLLECTION		367,601.17

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00620541	8.71
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80154244	7,505.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	

	ACH PMT NO. - 80154195	1,727.98
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003309	110.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003309	110.00
SANITAS TECHNOLOGIES	IT/DATA SERVICES ACH PMT NO. - 80154464	365.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE FA BARTLETT TREE EXPERT	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80154196	2,760.23
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	40.01
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		12,626.93

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	2ND ASST GOLF COURSE SUPT CHECK NO. - 00620687	20.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	736.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HORTICULTURE SUPERVISOR CHECK NO. - 00620687	15.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	7,010.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	5,415.98
TOTAL FOR 4600 - GOLF FUND		13,197.60

4700 - DEVELOPMENT SERVICES

CLINTON WATT 4249 W PINE CLIFF CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00620557	1,300.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154361	401.49
DAREN FRENCH 427 14TH ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00620692	3,041.00
HOLLIDAY ENTERPRISES JR LLC 410 N HELENA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00620566	31.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	3,515.38
LARRY FIECHTNER	REGISTRATION/SCHOOLING ACH PMT NO. - 80154243	255.00
ROCKWOOD LANE PO BOX 2253	PERMIT REFUNDS PAYABLE CHECK NO. - 00620556	629.34

SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80154276	1,232.92
SPOKANE SECURITY SYSTEMS INC 1420 N PINES RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00620558	46.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	21,398.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	26,803.37
TOTAL FOR 4700 - DEVELOPMENT SERVICES		58,654.89

5100 - FLEET SERVICES FUND

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003310	2,900.74
COMCAST	WEB SERVICES CHECK NO. - 00620677	310.66
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154203	6,853.31
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80154413	343.67
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80154419	1,031.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,580.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HEAVY EQUIPMENT MECHANIC CHECK NO. - 00620687	140.00
JEFF L ROGERS DBA JEFFS CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154427	589.02
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154223	3,368.35
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154457	12,636.92
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80154457	14,528.85
R 'N R RV CENTER RNR HOLIDAY RV INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00620714	550.20
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80154230	3,777.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	9,273.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	13,847.42

WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00620684	245.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5100 - FLEET SERVICES FUND		71,976.78

5110 - FLEET SVCS EQUIP REPL FUND

TYMCO INTERNATIONAL LTD TYMCO EQUIPMENT LEASING CO	VEHICLES CHECK NO. - 00620616	442,571.14
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		442,571.14

5200 - PUBLIC WORKS AND UTILITIES

CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80154249	634.95
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80154402	443.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	1,020.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	4,848.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	7,041.59
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		13,988.41

5300 - IT FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	795.60
CENTURYLINK	TELEPHONE CHECK NO. - 00620676	164.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80154397	6,443.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	2,066.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INFORMATION TECH ANALYST I-II CHECK NO. - 00620687	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	TECHNICAL SERVICES SPECIALIST CHECK NO. - 00620687	180.00
MITCHELL HUMPHREY & CO	SOFTWARE MAINTENANCE ACH PMT NO. - 80154218	112,268.26
QUADIENT FINANCE USA INC	PREPAID POSTAGE CHECK NO. - 00620610	10,183.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	16,009.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	21,863.77
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154283	115.99
TOTAL FOR 5300 - IT FUND		170,164.96

5500 - PURCHASING AND CONTRACTS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	475.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PROCURMENT SPECIALIST CHECK NO. - 00620687	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	2,558.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	3,747.39
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80154239	85.68
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		6,941.82

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ACCOUNTANT CHECK NO. - 00620687	48.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	2,095.00
RR DONNELLEY AND SONS COMPANY DBA RR DONNELLEY	PRINTING/BINDING/REPRO ACH PMT NO. - 80154273	1,276.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	9,561.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	13,841.68
TOTAL FOR 5600 - ACCOUNTING SERVICES		26,823.07

5700 - SPOKANE 311

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	615.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	2,850.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	4,263.48
TOTAL FOR 5700 - SPOKANE 311		7,728.78

5750 - OFFICE OF PERFORMANCE MGMT

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620543	148.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CONTINUOUS IMPROVEMENT ANALYST CHECK NO. - 00620687	1.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	300.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,725.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	2,535.63
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,711.05

5800 - RISK MANAGEMENT FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	37.19
DAVIES CLAIMS SOLUTIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80154304	22,966.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	75.00
PUCKETT, STEPHANIE CITY EMPLOYEE # 23686	AIRFARE CHECK NO. - 00620609	70.00
PUCKETT, STEPHANIE CITY EMPLOYEE # 23686	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00620609	34.71
PUCKETT, STEPHANIE CITY EMPLOYEE # 23686	PER DIEM CHECK NO. - 00620609	293.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80154238	106,036.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	251.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	369.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND	130,134.27

5810 - WORKERS' COMPENSATION FUND

DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80154399	309.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80154402	25.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	260.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	417.12
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80154336	1,527.40
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		2,614.76

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	7.49
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80154454	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	31.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	45.87
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		1,084.48

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	CONTRACTUAL SERVICES ACH PMT NO. - 80154294	8,500.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80154400	35,958.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	170.01
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80154429	142,416.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80154318	352,120.80
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80154459	528.00
REHN & ASSOCIATES	INSURANCE ADMINISTRATION	

SPOKANE CITY TREASURER	ACH PMT NO. - 80154319	1,741.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	856.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,209.54
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	543,500.93

5900 - FACILITIES MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80154192	1,718.33
APPLIED INDUSTRIAL SYSTEMS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80154345	3,879.60
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620675	302.24
FISHER CONSTRUCTION GROUP INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80154414	8,728.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	649.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	OFFICE CLERK SPECIALIST CHECK NO. - 00620687	27.33
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620572	315.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	3,956.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	5,873.99
W B SPRAGUE COMPANY INC DBA SPRAGUE PEST SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80154234	163.16
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	25,614.68

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620687	295.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620720	1,083.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80154482	1,582.42
	TOTAL FOR 6100 - RETIREMENT	2,961.28

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80154294	1,791.66
ANDREW PILLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80154290	1,472.00
BROOKDALE SENIOR LIVING COMMUNITIES INC	SERVICE REIMBURSEMENT CHECK NO. - 00620578	13,727.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80154400	6,531.20
DENNIS HANSEN	SERVICE REIMBURSEMENT ACH PMT NO. - 80154288	9,700.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00620582	36,970.00
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80154256	5,520.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80154318	4,751.83
SPOKANE UNITED METHODIST HOME dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00620611	10,556.75
TED L RAIL	SERVICE REIMBURSMENT ACH PMT NO. - 80154291	499.00
TOMMY E JAMES C/O STACIE FLOYD	SERVICE REIMBURSEMENT CHECK NO. - 00620585	8,463.95
TOMMY E JAMES C/O STACIE FLOYD	SERVICE REIMBURSMENT CHECK NO. - 00620585	184.20
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		100,167.59

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00620620	11,825.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		11,825.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80154294	1,791.66
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80154400	2,985.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00620581	6,830.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00620582	19,470.00
JAMES VEITENHEIMER	SERVICE REIMBURSEMENT	

C/O SHARYN THORNE	ACH PMT NO. - 80154293	8,660.66
MARK GRUMBLY	SERVICE REIMBURSMENT CHECK NO. - 00620583	149.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80154318	8,502.19
	TOTAL FOR 6300 - POLICE PENSION	48,388.51

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP 818 W RIVERSIDE STE 120	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00620690	251.66
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80154389	150,651.96
EAST SPRAGUE BUSINESS ASSOCIAT PO BOX 4132	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00620691	374.58
	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	151,278.20

6920 - CLAIMS CLEARING FUND

JP MORGAN COMMERCIAL CARD SOLUTIONS	WARRANTS PAYABLE CHECK NO. - 00620546	732,202.14
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	732,202.14

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00620683	789.30
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80154403	260.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80154407	30.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00620686	900.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00620687	410,408.49
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00620688	62,558.68
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00620689	114,925.01
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80154426	69,394.87
LT & CAPT ASSOCIATION	LIEUTENANTS & CAPTAINS ASSOC	

% SPOKANE LAW ENFORCEMENT CU	ACH PMT NO. - 80154436	2,245.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80154437	650.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80154438	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80154439	3,665.94
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00620710	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80154420	634.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00620712	355.12
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80154460	6,926.71
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80154460	21,583.83
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80154387	16,039.15
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80154466	390.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80154467	6,088.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80154456	29,367.00
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80154472	850.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80154468	200.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80154476	690.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80154478	900.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00620717	746.02
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00620719	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00620720	385,650.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00620720	1,224,700.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00620720	164,596.76

US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80154482	639,441.64
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00620721	6,199.71
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00620722	375.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80154483	33,498.64
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00620723	16,652.81
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO ACH PMT NO. - 80154485	449.15
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	3,222,224.88
	TOTAL CLAIMS	11,513,508.92

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 06/15/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 07/22/2026		**Date Rec'd**	6/10/2026
		Clerk's File #	ORD C36894
		Cross Ref #	
		Project #	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KTELIS ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BOILER INSPECTION & LICENSING PROGRAM AMENDMENTS		

Agenda Wording

Emergency Ordinance to repeal and amend Spokane Municipal Codes as needed to transfer the boiler and pressure vessel inspection program to the State and designate the Building Official as the responsible authority for the boiler operator license program.

Summary (Background)

The Development Services Center (DSC) will be transferring the boiler and pressure vessel inspection program to the State of Washington Department of Labor & Industries when Boiler Inspector Ed Anderson retires on July 1, 2026. To avoid potential conflicts, State of Washington Chief Boiler Inspector Mike Carlson identified the need to have the City repeal municipal regulations related to boiler inspections and associated fees. As a measure of public safety, the DSC will retain its boiler operator licensing program mandating certification requirements for personnel that operate and maintain high-pressure and heating systems in public spaces such as schools, hospitals, and commercial buildings. With Ed's retirement, the administration of this portion of the program needs to transfer from the Boiler Inspector to the Building Official. The transfer of our inspection program will result in a fee reduction for most businesses with boilers and/or pressure vessels in the city limits. Per WAC 296-104-700, the State's minimum certification fee is $33.80 compared to the City's $100.88 for a savings of $67.08. Additional savings depend on the size and quantity of boiler and pressure vessels and whether the inspection would have been performed by an insurance company or a jurisdictional inspector.

What impacts would the proposal have on historically excluded communities?

This ordinance will provide for the most expeditious continuation of boiler and pressure vessel inspections as a service to all boiler and pressure vessel owners, operators, and our citizens equally.

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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ORDINANCE NO. C36894

An ordinance related to the City of Spokane boiler and pressure vessel inspection program; adding a new section 10.29.015 to Chapter 10.29, amending Titles 17F and 17G, and Chapter 10.29 of the Spokane Municipal Code, and repealing sections of Chapters 08.02 and 17F.030, all of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane boiler and pressure vessel inspection program is currently operated under the auspices of the City's boiler inspector, who announced his retirement in May, to be effective on July 1, 2026; and

WHEREAS, the City of Spokane boiler and pressure vessel inspection program will be transferred to the Washington State Department of Labor and Industries when the City of Spokane boiler inspector retires on July 1, 2026; and

WHEREAS, the City will retain its boiler operator licensing program under the authority of the Building Official; and

WHEREAS, this ordinance makes the necessary updates to release the boiler and pressure vessel inspection program to the State, thereby providing consistent, statewide administration of boiler safety regulations while ensuring continued service to boiler and pressure vessel owners and operators throughout Spokane; and

WHEREAS, these updates provided an excellent opportunity to revise gendered language in recognition of, and to foster, a more inclusive environment; and

WHEREAS, the City Council desires to ensure there is minimal disruption in the boiler inspection program arising from the inspector's sudden retirement and the transition to statewide administration; and

WHEREAS, the retirement of the current boiler inspector and the need for transition to statewide administration was sudden and unexpected, and requires immediate action to ensure the necessary changes are made to the Spokane Municipal Code and to ensure minimal disruption to the boiler inspection program; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot ensure the necessary changes are made to the Spokane Municipal Code and to ensure minimal disruption to the boiler inspection program, without causing or exacerbating harm to the community or government functions; and

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

Now, Therefore, The City of Spokane does ordain:

Section1. That a new section 10.29.015 is added to Chapter 10.29 of the Spokane Municipal Code to read:

Section 10.29.015 Definitions.

For purposes of Section 10.29.020 through 10.29.023, the term "Building Official" shall have the meaning set forth in Section 17A.020.020 (EF) of the Spokane Municipal Code.

Section 2. That Section 10.29.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.020 Operator's License

No person may operate or have charge of a steam boiler of any size or a hot water heating or supply boiler of five hundred thousand BTU input or larger without a license, issued by the Development Services Department, of the appropriate class as follows:

A. A low-pressure boiler operator's license authorizes the holder to have charge of and operate any specifically described and located fifteen-pound steam boiler or hot water boiler used for heating purposes only, not exceeding four million BTU; or

((~~B. A small high-pressure boiler operator's license authorizes the holder to have charge of and operate a small high-pressure boiler not exceeding eight hundred thousand BTU input or one hundred fifty pounds psi.~~))

((~~C.~~)) B. A third-class boiler operator's license authorizes the holder to have charge of and operate a high-pressure (power) boiler not exceeding four million BTU input, or

1. and operate any size low-pressure boiler, or
2. an opposite shift to a second-class boiler operator.

((~~D.~~))C. A second-class boiler operator's license authorizes the holder to have charge of:

1. and operate a high-pressure boiler not exceeding eight million BTU, or
2. an opposite shift to a first-class boiler operator, or
3. and operate any size low-pressure boiler.

((~~E.~~))D. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.

((~~F.~~))E. Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

Section 3. That Section 10.29.022 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.022 Operators on Duty

A. No licensed boiler operator may leave the boiler room area for longer than fifteen minutes when a steam boiler under ((~~his~~)) the operator's charge is being operated at a pressure greater than fifteen pounds per square inch (gauge) unless relieved by a properly licensed person.

B. Low pressure hot water heating boilers, low pressure steam heating boilers, and hot water supply boilers with a combined capacity of ten million BTU per hour input of all fired pressure vessels in the boiler room, require at least ((~~a~~)) twice daily check with an interval of at least six hours by a properly licensed operator.

1. For combined capacity of greater than ten million BTU per hour, the operator on duty requirement of subsection (A) of this section applies.

2. A variance from this requirement may be granted by the ((~~board of boiler examiners~~)) Building Official upon favorable evaluation of a written application.

Section 4. That Section 10.29.023 is amended to read as follows:

Section 10.29.023 Responsibility of Operators

In addition to the ongoing responsibility of every boiler operator to operate any boilers and steam plants in ((~~his~~))their charge in strict accordance with the Boiler Code (chapter 17F.030 SMC) and accepted safety standards, every operator is responsible for:

A. maintaining sufficient water in the boiler;

B. preventing the carrying of more pressure than authorized;

C. reporting to the owner of the premises and to the City ((~~boiler inspector~~)) Building Official and State of Washington Department of Labor and Industries Boiler Inspector any damage to or malfunction of a boiler or related equipment which endangers safety;

D. remaining free from the influence of intoxicants or other drugs while on duty; and

E. displaying ((~~his~~))their license conspicuously((~~; and~~)).

((~~F. notifying the boiler inspector in writing whenever leaving or changing employment.~~))

Section 5. That Section 17F.030.010 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.010 Adoption of Standard Codes

A. Boiler and pressure vessels installed within the city of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, current edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured. (Reference WAC 296-104-200).

B. The National Board Inspection Code, current adopted Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the city.

C. NFPA 85 Boiler and Combustion Systems Hazards Code current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)

D. These codes as modified by the additions, deletions, and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.

E. The basis for SMC 17F.030 is WAC 296-104 ((~~with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.~~))and RCW 70.79.

Section 6. That Section 17F.030.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.020 Definitions

Term	**Definition**
Accident	((~~means a~~)) A failure of the boiler or unfired pressure vessel resulting in personal injury or property loss, or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.
((~~Approved~~	~~means approved by the boiler inspector. (SMC 17F.030.150).~~

~~ASME Code~~	~~is the boiler and pressure vessel code of the American Society of Mechanical Engineers, with the amendments thereto made and approved by the council of the society, which have been adopted.~~
~~Automatic operation of a boiler~~	~~means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.~~))
Boiler	((~~means a~~)) A closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
((~~Boiler Code~~	~~Spokane Boiler and Pressure Vessel Code, chapter 17F.030 SMC.~~
~~BTU~~	~~means BTU input firing rate or the BTU input in British thermal units.~~
~~City boiler inspector~~	~~means a boiler and pressure vessel inspector employed by the City of Spokane.~~
~~Certificate of competency~~	~~is a certificate issued by the Washington State Board of Boiler Rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington State Board of Boiler Rules.~~
~~Commission~~	~~means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes~~

	~~the person to perform inspections of boilers and/or unfired pressure vessels.~~
~~Condemned boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.~~
~~Corrosion~~	~~means the destruction or deterioration of a material that results from a reaction with its environment.~~
~~Department~~	~~means the City of Spokane Development Services Department~~
~~Domestic and/or residential purposes~~	~~means serving a private residence or an apartment house of less than six families.~~
~~External inspection~~	~~is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.~~
~~Historical boilers and unfired pressure vessel~~	~~means nonstandard boilers and pressure vessels, including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.~~
~~Indirect water heater~~	~~means a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.~~

~~Internal inspection~~	~~is an inspection made when the boiler or unfired pressure vessel is shut down, and the hand holes, manholes, or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.~~))
Low-pressure boiler	((~~is~~)) Is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
((~~Nationwide engineering standard~~	~~means a nationally accepted design method, formulae and practice acceptable to the board.~~
~~NBIC~~	~~means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors, with addenda and revisions thereto made and approved by the national board and adopted by the City.~~
~~Nonstandard boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.~~
~~Pool Heaters~~	~~means a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.~~ ~~Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56,~~

	~~UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.~~ ~~Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.~~ ~~Pool heaters open to the atmosphere are excluded.~~))
Owner/user	((~~means a~~)) A person, firm, or corporation owning or operating any boiler or unfired pressure vessel within the city of Spokane.
~~((Place of public assembly/assembly hall~~	~~means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies that operate for the care of thirteen or more children), public and private hospitals, and nursing and boarding homes.~~))
Power boiler ("high-pressure boiler")	((~~is~~)) Is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.

((~~Reinstalled boiler or pressure vessel~~	~~means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.~~
~~Rental boiler~~	~~means any power or low-pressure heating boiler that is under a rental contract between owner and user.~~
~~Second-hand boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.~~
~~Small high-pressure boiler~~	~~means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.~~
~~Special design~~	~~means a design using nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200~~
~~Special inspector~~	~~is an inspector holding a state of Washington commission identified under RCW 70.79.130.~~
~~Standard boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.~~))
Unfired pressure vessel	((~~is~~)) Is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure, excluding: 1. Fired process tubular heaters; 2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or

	stresses are derived from the functional requirements of the device; 3. Piping whose primary function is to transport fluids from one location to another; 4. Those vessels defined as low-pressure heating boilers or power boilers.
((~~Unfired steam boiler~~	~~means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.~~))
Water heater	((~~means a~~)) A closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 7. That Section 17F.030.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.040 Installation Permit

No person may install or allow to be installed within the City any boiler or pressure vessel without an installation permit from the ((~~Development Services Department~~)) Washington State Department of Labor & Industries. The fee for each permit and for other activities related to the enforcement of this chapter shall be as set forth in SMC 8.02.030.

Section 8. That Section 17F.030.100 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.100 Repair Permit

No person may make any repair or alteration, except regular maintenance, to a boiler or pressure vessel without having a repair permit from the ((~~city boiler inspector~~)) Washington State Department of Labor & Industries. ((~~Fees for repair permits are in SMC 8.02.030.~~

~~A. Any alteration must be made in accordance with the rules of the NBIC and be reviewed by the city boiler inspector before the alteration may be made. The work must be designed by a licensed professional engineer who has experience in the design of boilers and pressure vessels.~~

~~B. Repairs must be made in accordance with the NBIC.~~

~~C. Welded repairs and alterations to boilers and pressure vessels may be made by a National Board "R" stamp holder only.~~))

Section 9. That Section 17F.030.130 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.130 Restrictions on Operation

No person may use or operate a boiler or pressure vessel((~~:~~

~~A. for the purpose of burning waste or any combustible material for other than heat or power, without prior permission of the boiler inspector;~~

~~B. unless a current operating permit has been issued;~~

~~C. if the boiler inspector has posted a notice that the boiler or vessel has been found dangerous or unsafe and has been closed down for repair or replacement;~~))

~~D.~~)) not in the charge of a properly licensed boiler operator whose license is displayed conspicuously in the room where the boiler is located.

Section 10. That Section 17F.030.140 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.140 Temporary Operator's Permit

Whenever sickness, accident, or similar unforeseen circumstance prevents the regularly employed boiler operator from attending a boiler:

A. the owner of the premises, upon notifying the ((~~inspector~~)) Building Official, may employ any competent person to take charge of the boiler for a period not exceeding twenty-four hours;

B. the ((~~boiler inspector~~)) Building Official may ((~~issue a permit to~~)) authorize any person deemed competent to operate the boiler until ((~~the next meeting of the board of examiners, or longer if necessary until~~)) the vacancy can be filled.

Section 11. That Section 17F.030.200 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.200 Owner to Notify Boiler Inspector in Case of Accident

When an accident occurs which renders a boiler or unfired pressure vessel inoperative, the owner or user must immediately notify the ((~~city~~)) Washington State Department of Labor and Industries boiler inspector and the City of Spokane Building Official and submit a detailed report of the accident. In case of serious accident, such as explosion or one resulting in personal injury, notice must be given immediately by telephone or electronic means. Neither the boiler or unfired pressure vessel nor any part thereof is to be removed or disturbed before an inspection has been made by the chief inspector or ((~~his~~)) the chief inspector's designee, except for the purpose of saving life or limiting consequential damage. ((~~The inspector making the investigation and inspection reports to the chief inspector as soon as possible.~~)) The owner of the boiler or pressure vessel is responsible for all costs of the department's investigation. The owner or user of the boiler may notify the Washington ((~~state board of boilers rules~~)) State Board of Boiler Rules of any accident. (Reference WAC 296-104-025).

Section 12. That Section 17G.010.070 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.070 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

A. The laws of various jurisdictions impose requirements upon the persons doing some of the work and conducting some of the activities regulated by this title. Many of the acts regulated by this title affect real property interests. For these reasons applicants for the various permits, licenses, certificates, and other approvals are required to furnish varying data concerning their authority to make the application and perform the acts applied for. The City does not, however, assume responsibility for the accuracy of an applicant's representations concerning entitlement to the approval applied for. The issuance of a permit, license,

certificate, or other approval to a person not otherwise authorized does not operate to confer such authority.

B. Building Permits

To be eligible to obtain any of the various categories of “building” permits, one must be:

1. A contractor with a City of Spokane business license and an active contractor’s license from the State of Washington Department of Labor and Industries that is appropriate for the work to be performed; or

2. The property owner as identified by the Spokane County Assessor records on condition that;

   a. the owner is able to claim exemption from the State of Washington contractor registration requirements; and

   b. all work is being performed by the owner and others as allowed by law, or by persons duly licensed or certified where required for the nature of the work.

   c. Exception: Mechanical and ((~~boiler permits~~)) for any work involving gas piping, equipment, or appliances that are natural gas, liquid propane gas, or oil fueled can only be issued to appropriately licensed contractors unless the property owner is currently licensed by the City of Spokane to install such piping, equipment, or appliances.

C. Encroachments in Public Ways((~~.~~))

Applications for building projections, sidewalk openings, fences, or other encroachments under SMC 17G.010.140 must be made by or on behalf of all property owners as described in SMC 17G.010.070.

D. Certificates of Occupancy

Applications for certificates of occupancy may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

E. Safety Certifications

Applications for safety or code compliance certifications may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

F. Contractor Licenses((~~.~~))

The eligibility of licensees as contractors is set forth in SMC 17G.010.190.

G. Workers Licenses((~~.~~))

The eligibility of licensees as regulated workers is set forth in SMC 17G.010.200.

H. Special Construction Activities((~~.~~))

The eligibility of permittees for special construction activities is set forth in SMC 17G.010.210.

Section 13. That Section 17G.010.140 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.140 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

Applications for ministerial permits categorically exempt from the threshold determination requirements of the State Environmental Policy Act (SEPA) are submitted to the permit authority, reviewed according to the provisions of this title or Spokane Municipal Code chapters. Depending upon the nature of the application, the permit authority might be the Building Official, fire official, Director of Streets, Director of Planning Services, or Engineering Services Director.

A. An applicant for building (and/or ((~~boiler~~,)) electrical, elevator, grading, mechanical, plumbing, or sign) permit shall pay the prescribed fees and file an application upon forms furnished by the Development Services Department, which application:

1. identifies and describes the work to be covered by the permit;
2. describes the property on which the proposed work is to be done by legal description and street address assigned by the Engineering Services Department or similar description that will readily identify and definitely locate the proposed building or work;
3. indicates the use or occupancy for which the proposed work is intended;
4. is accompanied by plans, diagrams, computations, specifications, and other data as required;
5. states the valuation of any new building or structure or any addition, remodeling, or alteration to an existing building; and
6. identifies by name the owner and occupant of the premises.

B. The applicant shall submit with each application, plans, engineering calculations, diagrams, specifications, and other data as necessary, drawn to scale, where applicable, upon substantial paper or cloth by a registered architect or professional engineer of sufficient clarity to indicate the location, nature and extent of the work proposed, and showing in detail that the work will conform to the provisions of all

applicable laws. The data to be submitted under this subsection include, in the case of:

1. an electrical permit, the nature and kind of electric wiring, apparatus, fixtures, and equipment to be installed, altered, or extended;

((~~2. installation of a boiler or unfired pressure vessel, manufacturer's data reports.~~))

((~~3.~~)) 2. a permit for a sign, the location of the property line and building line, curb distance, and height above grade;

((~~4.~~))3. a building permit, a plot plan to scale showing the actual dimensions of the lot and the size, use, and location of existing and proposed buildings;

((~~5.~~))4. street obstruction or construction permission where design review is required pursuant to chapter 17G.040 SMC, a written statement from the Director of Planning Services indicating compliance with the design review process.

C. The Building Official may waive or modify the requirements for an application as the nature of the work applied for dictates.

Section 14. That Section 17G.010.200 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

1. Electricians and electrical apprentices are certificated by the Washington State Department of Labor and Industries under chapter 19.28 RCW.

2. Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' ((~~and Boiler Inspectors'~~)) Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. ((~~Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to their qualifications~~)) Except for the renewal of a license in good standing for the upcoming year,

all applicants shall have their qualifications reviewed for eligibility and must pass a qualifying examination as designated by the Building Official.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. First Class Engineer/Boiler Operator ((~~and Boiler Inspector)):~~ Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.

   b. Second Class Engineer/Boiler Operator: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

   c. Third Class Engineer/Boiler Operator: One year of practical experience.

   ((~~d. Small High-Pressure Boiler Operator: Must pass the prescribed examination.)~~)

   d. Low-Pressure Boiler Operator: Must pass the prescribed examination.

4. Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.

   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.

   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. The Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. Gas Heating Mechanic I or Gas Inspector I: No Requirements.

b. Gas Heating Mechanic II or Gas Inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. Expiration of Licenses and Renewal.

a. Licenses in this code section are required to be renewed annually by December 31st.

b. A license will expire and be deemed void if the annual license fee has not been paid by that date.

c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

D. Apprentices.

The Building Official may promulgate rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law and Chapter 3.14 of the Spokane Municipal Code.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by their employer certifying the applicant's qualifications, as provided in International Fire Code (IFC) Section 2006.5.3.

Section 15. That Section 08.02.030 (Boiler Code) of the Spokane Municipal Code is repealed.

Section 16. That Section 17F.030.030 (Exemptions) of the Spokane Municipal Code is repealed.

Section 17. That Section 17F.030.050 (Safety and Safety Relief Valves) of the Spokane Municipal Code is repealed.

Section 18. That Section 17F.030.060 (Installation Clearance – Front, Back and Sides) of the Spokane Municipal Code is repealed.

Section 19. That Section 17F.030.070 (Installation - Pressure Vessel Clearances) of the Spokane Municipal Code is repealed.

Section 20. That Section 17F.030.080 (Installation - Clearance at Top of Boilers) of the Spokane Municipal Code is repealed.

Section 21. That Section 17F.030.085 (Variance for Required Clearances Request) of the Spokane Municipal Code is repealed.

Section 22. That Section 17F.030.090 (Control and Limit Devices) of the Spokane Municipal Code is repealed.

Section 23. That Section 17F.030.110 (Required Inspections) of the Spokane Municipal Code is repealed.

Section 24. That Section 17F.030.120 (Records of Inspection) of the Spokane Municipal Code is repealed.

Section 25. That Section 17F.030.150 (Boiler Inspector) of the Spokane Municipal Code is repealed.

Section 26. That Section 17F.030.160 (Functions of a Boiler Inspector) of the Spokane Municipal Code is repealed.

Section 27. That Section 17F.030.170 (Board of Examiners) of the Spokane Municipal Code is repealed.

Section 28. That Section 17F.030.180 (Hearing Examiner) of the Spokane Municipal Code is repealed.

Section 29. That Section 17F.030.190 (Inspection of Boilers and Pressure Vessels Improperly Prepared for Inspection) of the Spokane Municipal Code is repealed.

Section 30. That Section 17F.030.210 (Restamping of Boilers and Pressure Vessels) of the Spokane Municipal Code is repealed.

Section 31. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 32. 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 33. 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:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 07/09/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	6/30/2026
		Clerk's File #	ORD C36905
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – IT CAPITAL RESERVE FOR PSAP RADIOS		

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 UTILIZE IT CAPITAL REPLACEMENT RESERVES FOR PSAP EMERGENCY COMMUNICATIONS RADIOS, AND DECLARING AN EMERGENCY.

Summary (Background)

To set up the City of Spokane's Public Safety Answering Point (PSAP) system, new telecommunications radios are needed. Funding for this purchase is provided by the IT Capital Replacement reserve. To replenish this purchase, the radios will be tracked as inventory and added to the cost allocation plan for the IT Capital Replacement fund.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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

No data will be collected as it pertains to the purchase of radios to support PSAP

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

This SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,620,677
Current Year Cost	$ 1,620,677
Subsequent Year(s) Cost	$ 0

Narrative

Funding for this purchase is provided by the IT Capital Replacement reserve. To replenish the reserve, the radios will be tracked as inventory and added to the cost allocation plan for the IT Capital Replacement fund.

Amount		Budget Account
Expense	$ 1,620,677	# 5310-73100-94180-56406-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No; one-time pull from program reserves.

Expense Occurrence	One-Time

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

One-time to setup the program.

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	**MANAGEMENT &**	MILLER, JACOB
Division Director			
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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Tax & Licenses	jmiller@spokanecity.org
jstratton@spokanecity.org	

ORDINANCE NO C36905

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO UTILIZE IT CAPITAL REPLACEMENT RESERVES FOR PSAP EMERGENCY COMMUNICATIONS RADIOS, 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 IT Capital Replacement 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 IT Capital Replacement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,620,677.

A) Of the increased appropriation, $1,620,677 is provided solely for capital communications 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 purchase radios for the Public Safety Answering Point (PSAP) utilizing IT Capital Replacement reserve funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	RES 2026-0049		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION (CHERYL BURDULIS - $250,000)		

Agenda Wording

Resolution approving settlement of claims made by Cheryl Burdulis in the amount of $250,000.00

Summary (Background)

A claim for damages was filed with the City of Spokane by Cheryl Burdulis ("Claimant") on December 20, 2024, arising out of a trip and fall incident on or about October 7th, 2024, in the City of Spokane.

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	**$** 250,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 250,000.00	**#** 5800-78100-14780-54601
Select	**$**	**#**
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	PICCOLO, MIKE	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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sdhansen@spokanecity.org	ddaniels@spokanecity.org

Resolution No. 2026-0049

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Cheryl Burdulis ("Claimant") on December 20, 2024, arising out of an incident on or about October 7th, 2024, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/4/2026		
Clerk's File #	RES 2026-0050		
Cross Ref #	ORD C36893		
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	ELDON BROWN 625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION TO SET HEARING FOR VACATING REBECCA STREET BETWEEN		

Agenda Wording

Resolution to set Hearing (for August 26, 2026) for the right-of-way vacation of Rebecca Street between Olive Ave and Alki Ave.

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
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R E S O L U T I O N 2026-0050

WHEREAS, on April 8, 2026, the Spokane City Council received a petition for the vacation of Rebecca Street between Olive Ave and Alki Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Rebecca Street between Olive Avenue and Alki Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Rebecca Street between Olive Avenue and Alki Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 26, 2026**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



CITY OF SPOKANE

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

Legend

Proposed Vacation

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

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

Date April 8, 2026

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

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

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

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

Property Owner 1

Parcel Number 35154.1401

Proponent's (Record Owner's) Signature

Print Name Don Williams

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

Office Use Lot Block Addition

Property Owner 2

Parcel Number 35154.1301

Proponent's (Record Owner's) Signature

Print Name Phil Lanzone

Email phil@spokanecold.com Phone Number

Office Use Lot Block Addition

Property Owner 3

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

Property Owner 4

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

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

McClintock & Turk, Inc.

MECHANICAL CONTRACTORS & DESIGN BUILD

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

Date : April 8, 2026

Re : Vacation of Rebecca Road

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

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

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

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

Respectfully Submitted,

McClintock & Turk, Inc.

Don Williams



President

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	RES 2026-0051		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION (LARRY POND - $105,000)		

Agenda Wording

Resolution approving settlement of claims made by Larry Pond in the amount of $105,000.00.

Summary (Background)

A claim for damages was filed with the City of Spokane by Larry Pond ("Claimant") on July 24, 2025, arising out of an incident on or about July 8, 2025,

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	**$** 105,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 105,000.00	**#** 5800-78100-14780-54601
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence One-Time

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

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

Distribution List

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sdhansen@spokanecity.org	ddaniels@spokanecity.org

Resolution No. 2026-0051

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Larry Pond ("Claimant") on July 24, 2025, arising out of an incident on or about July 8, 2025, in the City of Spokane, as more fully described in his claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **ONE HUNDRED AND FIVE THOUSAND DOLLARS ($105,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED AND FIVE THOUSAND DOLLARS ($105,000.00)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

ADOPTED 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:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	RES 2026-0052		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION IN SUPPORT OF STA BALLOT INITIATIVE		

Agenda Wording

A resolution in support of Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and supporting reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services.

Summary (Background)

Under RCW 29B.45.010, the city council may express collective support for a ballot measure so long as so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body and members of the public are afforded an opportunity for the expression of an opposing view; This is a resolution related to Spokane Transit Authority's August ballot initiative to renew a 0.2% sales tax for transit service funding and noting the Spokane City Council's support of the initiative.

What impacts would the proposal have on historically excluded communities?

Maintaining public transportation funding ensures everyone, including those from historically excluded communities, can access transportation safely and with routes that serve the places they need to travel.

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?

STA must abide by Title VI of the Civil Rights Act to receive federal funding.

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

Data shows that STA ridership has grown continuously post-COVID and that some areas of the city need further investment in transit infrastructure to serve our constituents.

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 City of Spokane supports encouraging more residents to take the bus, reducing emissions, vehicle miles traveled, and traffic congestion and making our city a thriving community for people to work, start a family, and get around safely.

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	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION 2026-0052

A resolution in support of Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and supporting reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services.

WHEREAS, on November 8, 2016, eligible Spokane County voters approved Spokane Transit Proposition 1, authorizing a 0.2% sales tax increase to maintain, improve, and expand public transit in STA's service area; and

WHEREAS, the November 2016 Proposition 1 had a sunset clause that would end the sales tax increase unless renewed by voters before the end of 2028; and

WHEREAS, the Spokane Transit Authority Board of Directors approved a new ballot proposition to renew the 0.2% sales and use tax authorization for the August 4, 2026 Primary ballot; and

WHEREAS, the City of Spokane is supportive of maintaining quality public transportation services for residents; and

WHEREAS, the City of Spokane is supportive of expanding public transit services to reach more residents more often; and

WHEREAS, on December 19, 2024, the STA Board of Directors adopted Connect 2035 after two years of community meetings and feedback; and

WHEREAS, Connect 2035 is STA's strategic 10-year investment plan for expanding and improving public transit in our region; and

WHEREAS, maintaining current STA funding ensures the delivery of Connect 2035 projects, including the "Opportunity Fare" low-income bus fare pilot program, transit safety ambassadors, mobility-on-demand, a clean energy campus, and Division Street Bus Rapid Transit; and

WHEREAS, committing to continue ongoing local funding is critical to securing federal grants of over $80 million to fund construction of Division Street Bus Rapid Transit; and

WHEREAS, investment of over $80 million will create construction jobs and add an economic multiplier effect worth up to $400 million into our local economy; and

WHEREAS, the Division Street Bus Rapid Transit is crucial to the future development and land use patterns of the City of Spokane, adopted through the Comprehensive Plan updates; and

WHEREAS, funding fast and frequent public transit supports the goals of the City of Spokane for a safer, cleaner, more economically competitive, and more resilient place to live, work, visit, and play.

THEREFORE, BE IT RESOLVED, the City of Spokane supports Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and further supports reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services, as appearing on the August primary ballot.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/3/2026		
Clerk's File #	ORD C36892		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT KKLITZKE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1% FOR PUBLIC ART PROGRAM UPDATE ORDINANCE		

Agenda Wording

An ordinance expanding and strengthening the 1% for Public Art Program; amending Sections 04.05.050, 07.06.430, and 07.08.106; repealing Sections 07.06.410 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code.

Summary (Background)

This ordinance strengthens the City of Spokane's existing 1% for Public Art Program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility to the Public Art Fund to support new public art projects and support the maintenance of the City's existing public art inventory.

What impacts would the proposal have on historically excluded communities?

This ordinance strengthens the City's 1% for Public Art Program, which provides opportunities to local artists to design and produce art on public projects.

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 Arts, Culture, and Historic Preservation may report and publish data on the artists selected to design, produce, or maintain art through the 1% for Public Art Program.

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

This ordinance reflects the City's evaluation of the existing program and opportunities to strengthen the program. The City's Arts, Culture, and Historic Preservation Department along with the Arts Commission, will evaluate the updates to this program to ensure the goals of the ordinance were achieved, including the expansion of public art opportunities to local artists and investments in maintenance of our existing inventory.

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 Goal SH 3 | Arts and Cultural Enrichment Comprehensive Plan Policy SH 3.1 | Support for the Arts Comprehensive Plan Policy SH 3.7 | Support Local Artists Comprehensive Plan Policy N 2.5 | Neighborhood Arts Comprehensive Plan Policy N 6.4 | Maintenance of City Property Downtown Plan ACH2 | Bring arts and culture into the public realm Downtown, and develop an Arts Plan to support arts and cultural uses with a focus on Downtown.

Council Subcommittee Review

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

Narrative

The 1% for Public Art Program is funded through the transfer of 1% for the value of an executed construction contract on qualifying capital improvement projects. The 1% shall not apply to contract amendments, change orders, or administrative reserves.

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	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36892

An ordinance expanding and strengthening the 1% for Public Art Program; amending Sections 07.06.410, 07.06.430, and 07.08.106; repealing Sections 04.05.050 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code.

WHEREAS, the City of Spokane's Comprehensive Plan establishes a goal of supporting community image and identity through the arts and accessible arts activities; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.1 – *Support for the Arts* calls for the City to "Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic well-being of the community."; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.7 – *Support Local Artists* calls for the City to "Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 2.5 – *Neighborhood Arts* calls for the City to "Devote space in all neighborhoods for public art, including sculptures, murals, special sites, and facilities."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 6.4 – *Maintenance of City Property* calls for the City to "Ensure that city land, property, and infrastructure within neighborhoods are adequately maintained to protect the public health, safety, and welfare."; and

WHEREAS, this ordinance strengthens the City of Spokane's 1% for Public Art Program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility to the Public Art Fund for new public art projects and the maintenance of the City's existing public art inventory.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.05.050 of the Spokane Municipal Code is hereby repealed.

Section 2. That Section 07.06.410 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.410 Public Art Definitions

((~~A. "Art" is visual art as defined in SMC 4.05.070.~~

~~B. "Construction project" is a capital project, at a cost in excess of twenty-five thousand dollars, paid for wholly or in part by the City to construct or remodel any building or permanent structure; except that the art funding requirement of SMC 7.06.420 does not apply to any construction project:~~

~~1. for streets, sidewalks or alleys;~~

~~2. funded by local improvement district assessments;~~

~~3. under the authority of the park board.~~

~~C. "Eligible fund" is any source of payment of a construction project of which an expenditure for art is not prohibited. In the case of proprietary utility funds or other restricted funding sources, moneys may only be spent on purposes or projects with a close nexus to the utility or restricted fund's primary utility or other restricted purpose~~))

Term	Definition
Art	Art for purposes of the 1% for Public Art program is visual art as defined in SMC 4.05.070.
Eligible Fund	An Eligible Fund is any source of payment of a qualifying capital improvement project for which an expenditure for art is not prohibited. In the case of enterprise funds or other restricted funding sources, funds shall only be spent on purposes or qualifying capital improvement projects with a close nexus to the enterprise or restricted fund's primary utility or other restricted purpose.
Qualifying Capital Improvement Project	A Qualifying Capital Improvement Project is a project in the Six-Year Citywide Capital Improvement Program, at an

	estimated cost of one hundred thousand dollars or more, paid for wholly or in part by the City to construct or remodel any publicly accessible building or permanent infrastructure. The 1% for Public Art Program requirement established through SMC 07.06.425 applies to projects where a majority of the project is funded through an eligible fund and does not apply to any of the following capital improvement projects: • for streets, sidewalks, or alleys unless authorized by the City Council through resolution or ordinance; • funded by local improvement district assessments; • under the authority of the Park Board; • under the authority of the Spokane Public Library Board of Trustees; • for studies, reports, or routine or emergency maintenance or repair; or • for the purchase, update, upgrade, or replacement of equipment, vehicles, software, or building or mechanical systems. The City Administrator or their designee shall have final determination as to whether a capital improvement qualifies

	for the 1% for Public Art Program consistent with the definitions in this section.

Section 3. That Section 07.06.420 of the Spokane Municipal Code is hereby repealed.

Section 4. That there is adopted a new Section 07.06.425 of the Spokane Municipal Code to read as follows:

Section 07.06.425 1% for Public Art Program

A. Beginning in the 2027-2032 Citywide Capital Improvement Program, all new qualifying capital improvement projects, as defined in SMC 07.06.410, shall include one percent (1%) of the estimated project cost for the acquisition, installation, and maintenance of works of art. The equivalent of one percent (1%) of the executed construction contract of the qualifying capital improvement project shall be transferred to the Public Art Project Fund for purposes authorized in SMC 7.08.106 upon the execution of the project. The one percent (1%) shall not apply to contract amendments, change orders, or the qualifying capital improvement project's administrative reserves.

B. Nothing shall preclude a requesting department from incorporating works of art into capital improvement projects approved prior to the adoption of the 2027-2032 Citywide Capital Improvement Program.

C. The execution and placement of art projects supported by funds transferred to the Public Art Project Fund is led by the Arts, Culture, and Historic Preservation Department in consultation with the Spokane Arts Commission and the department leading the qualifying capital improvement project, where applicable.

D. Transfer of funds to the Public Art Project Fund remains subject to any restrictions or requirements applicable to uses of the funds in contract or law, such as applicable requirements as may arise under RCW 43.09.210 or from funding or grant sources. The department that originated the qualifying capital improvement project may also propose additional restrictions.

E. The Arts, Culture, and Historic Preservation Department, in consultation with the Spokane Arts Commission, shall develop criteria for use of or access to funds transferred to the Public Art Project Fund. The criteria for the selection of art funded through the Public Art Project Fund shall include, but are not limited to:

1. accessibility of the work to the community (e.g., placement in parks, publicly accessible corridors, community gathering places, and public buildings or other zones of public interaction);

2. compatibility with the Comprehensive Plan, Downtown Plan, and other neighborhood plans; and

3. art proposed to be placed in City parks shall further be subject to approval of the Park Board.

4. art in libraries shall further be subject to approval of the Spokane Public Library Board of Trustees.

5. the Arts, Culture, and Historic Preservation Department may also consider the advice of other jurisdictional bodies such as neighborhood councils, Landmarks Commission, business improvement district ratepayer advisory boards, or similar bodies exercising oversight or advisory over affected areas.

F. All selection and placement of art shall be subject to the judgment and discretion of the Spokane Arts Commission in consultation with the Arts, Culture, and Historic Preservation Department and the department leading the qualifying capital improvement project.

Section 5. That Section 07.06.430 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.430 Spokane Arts Commission

The Spokane Arts Commission coordinates the selection, placement, and other planning and design factors of ((~~municipal~~)) public art projects in accordance with the ((~~overall Municipal Arts Plan as provided in SMC 4.05.050~~ public art selection procedures.

Section 6. That Section 07.08.106 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.106 ((~~Municipal Arts~~)) Public Art Project Fund

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

B. The term “projects” as herein used does not include ((~~maintenance and~~)) operating expenses of the ((~~Spokane arts department~~)) Arts, Culture, and Historic Preservation Department, which are included as operating revenues and expenditures within the general fund.

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

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

Section 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.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: June 8, 2026

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

TO: Councilmember Kitty Klitzke, Chair, PIES Committee
& Councilmember Sarah Dixit, Council Liaison, Arts Commission

RE: 1% for Public Art Ordinance

Executive Summary – 1% for Public Art Ordinance

I. **Background**:

1% for Public Art

Like many cities across Washington and the United States, the City of Spokane has a 1% for public art program on qualifying public works projects. The City's 1% for public art program was adopted in 1982, but the program has not been substantively updated since 2004. The existing municipal code lacks clarity on the projects that qualify under the statute and lacks integration with the City's Capital Improvement Program. Additionally, the administrative policy that guides public art selection procedures is out of date and does not reflect the City's procurement processes and requirements.

This draft ordinance revives and strengthens this program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility for the Public Art Fund through new public art projects and the maintenance of the City's existing public art inventory. This proposed ordinance was unanimously recommended by the Arts Commission to move forward to the City Council for consideration.

II. **Policy Recommendation:**

Proposed Ordinance Table of Contents

Section 1. Repeals SMC Section 04.05.050 (Municipal Arts Plan)

DRAFT

Section 2: Amends SMC Section 07.06.410 (Definitions)
Section 3. Repeals SMC Section 07.06.420 (Funding Works of Art)
Section 4. New SMC Section 07.06.425 (1% for Public Art Program)
Section 5. Amends SMC Section 07.06.430 (Spokane Arts Commission)
Section 6. Amends SMC Section 07.08.106 (Public Art Project Fund)
Section 7. Severability
Section 8. Clerical Errors

Section 1. Repeals SMC Section 04.05.050 (Municipal Arts Plan)

- The term "municipal arts plan" refers to the administrative procurement procedures utilized by the Arts Commission and City for selecting public art on qualifying capital improvement projects under the 1% for Public Art Program. The term "Municipal Arts Plan" is being replaced with "Public Art Selection Procedures" in the updated administrative policy.

- This section is repealed and updated in SMC 07.06.430.

Section 2. Amends SMC Section 07.06.410 (Definitions)

- This section replaces the existing definition of "Construction project" with "Qualifying Capital Improvement Project". This definition changes the qualifying project from a "cost in excess of $25,000" to a project "in the Six-Year Citywide Capital Improvement Program at an estimated cost of one hundred thousand dollars or more." This threshold adjustment reflects the changes in the cost of capital improvements since originally adopted in 1982.

- This section clarifies that the 1% for Public Art Program applies where a majority of the project is funded through an eligible fund. An eligible fund means any source of payment where an expenditure for public art is not prohibited. For example, enterprise/utility funds require a nexus to the primary purpose or utility. Public art may not qualify as an eligible expenditure through these funds. The section provides clear examples of ineligible projects, including studies, reports, emergency maintenance/repairs, and projects under the control of the Park Board or Library Board of Trustees.

- The current code prohibits the 1% for Public Art Program on street, sidewalk, and alley projects. This updated section softens the language by providing that the 1% for Public Art Program may apply to street, sidewalk, and alley projects when approved by the City Council by resolution or ordinance. In practice, the City Council has done this

procedurally through asphalt art projects.



Asphalt mural at the intersection of 25th and Monroe in the Manito-Cannon Hill neighborhood

Section 3. Repeals SMC Section 07.06.420 (Funding Works of Art)

- This code section is repealed and replaced with SMC 07.06.425

Section 4. New SMC Section 07.06.425 (1% for Public Art Program)

- This new code section establishes the process for qualifying capital improvement projects in the 1% for Public Art Program.

- Starting in the 2027-2032 Citywide Capital Improvement Program, all new projects that qualify for the 1% for Public Art Program will include 1% of the estimated construction cost of the project for public art. When that project comes before the City Council for execution of the construction contract, the equivalent of 1% of the contract amount will be transferred to the Public Art Project Fund. The 1% does not apply to contract amendments, change orders, or administrative reserves.

- The Arts, Culture, and Historic Preservation Department, Arts Commission, and the department leading the qualifying project will lead the process of incorporating art into the project. Importantly, the 1% transfer to the Public Art Project Fund may be used for an art project with a nexus to the qualifying capital improvement project or a separate art project. The 1% may also be used for maintenance and repair of the City's existing public art inventory.

- Art projects are selected by the Arts Commission in coordination with the Arts, Culture, and Historic Preservation Department and the department leading the qualifying capital improvement project, where applicable.

Section 5. Amends SMC Section 07.06.430 (Spokane Arts Commission)

- Replaces reference of "municipal arts plan" with "public art selection procedures"

Section 6. Amends SMC Section 07.08.106 (Public Art Project Fund)

- Changes the name of the fund from the "Municipal Arts Project Fund" to the "Public Art Project Fund."

- Changes the name of the Arts Department to the Arts, Culture, and Historic Preservation Department

Section 7. Severability

- Standard severability language

Section 8. Clerical Errors

- Standard clerical errors language.

III. Guiding Plans and Documents

Comprehensive Plan Goal SH 3 | Arts and Cultural Enrichment

Comprehensive Plan Policy SH 3.1 | Support for the Arts

Comprehensive Plan Policy SH 3.7 | Support Local Artists

Comprehensive Plan Policy N 2.5 | Neighborhood Arts

Comprehensive Plan Policy N 6.4 | Maintenance of City Property

Downtown Plan ACH2 | Bring arts and culture into the public realm Downtown, and develop an Arts Plan to support arts and cultural uses with a focus on Downtown.

Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/08/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	6/4/2026
		Clerk's File #	ORD C36901
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	TRANSPORTATION &	**Bid #**	
Contact Name/Phone	JON SNYDER 6779	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SHARED STREETS ORDINANCE		

Agenda Wording

An ordinance relating to designated shared streets; adopting a new Section 12.08.070 to the Spokane Municipal Code.

Summary (Background)

RCW 46.61.197 gives cities the authority to designate a shared street on a nonarterial highway. The City's Comprehensive Plan calls for the City to "build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place". The Spokane Downtown Plan calls for the City to "improve and activate the streetscape and public realm". The City seeks to identify and designate certain segments of streets where vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street. RCW 46.61.415 gives local authorities the ability to establish a maximum speed limit of 10 miles per hour on a shared street as defined in RCW 46.61.197 which does not need to be determined on the basis of an engineering and traffic investigation if other procedures are adopted for establishment.

What impacts would the proposal have on historically excluded communities?

The purpose of this ordinance is to promote economic vitality and a sense of place for all in our community by identifying and designating certain segments of streets where vehicular traffic yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device.

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

An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

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

An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

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 Downtown Plan

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	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36901

An ordinance relating to designated shared streets; adopting new Sections 12.08.070 through 12.08.075 of the Spokane Municipal Code.

.

WHEREAS, RCW 46.61.197 gives cities the authority to designate a shared street on a nonarterial highway;

WHEREAS, the City's Comprehensive Plan calls for the City to "build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place"; and

WHEREAS, the Spokane Downtown Plan calls for the City to "improve and activate the streetscape and public realm"; and

WHEREAS, the City seeks to identify and designate certain segments of streets where vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street; and

WHEREAS, RCW 46.61.415 gives local authorities the ability to establish a maximum speed limit of 10 miles per hour on a shared street as defined in RCW 46.61.197 which does not need to be determined on the basis of an engineering and traffic investigation if other procedures are adopted for establishment;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 12.08.070 of the Spokane Municipal Code to read as follows:

Section 12.08.070 Procedures for Designating Shared Streets Including Speed Limit

A. Shared Streets shall meet the criteria listed in 12.08.071 prior to designation, or within 60 days of designation if some elements in 12.08.071.C are yet to be installed.

B. After an engineering review from the Director of Transportation and Sustainability and recommendation from the Transportation Commission, the City Council may designate a shared street.

C. The 10 MPH speed limit sign, and signage requiring vehicles yield to pedestrians, shall not be posted until the required elements listed in 12.08.071.C are installed, and a defined entrance or entrances are determined.

Section 2. That there is adopted a new Section 12.08.071 of the Spokane Municipal Code to read as follows:

Section 12.08.071 Qualifications for Shared Streets

A. Street segments identified on the Official Arterial Street Map in SMC 12.08.040 may not be designated as Shared Streets.

B. Street segments are eligible when traffic volume is low, when bicycle and pedestrian volumes after shared street installation will exceed vehicle volume or is expected to reveal significant latent demand for active transportation use, the street makes an important bicycle and pedestrian connection, the need for delivery access and parking is minimal, the segment is less than two blocks in length and the unobstructed travel width is less than twenty-four feet. Bumpout style parking lanes are not included in the travel lane width.

C. At least four of the following features shall be installed prior to designation as a shared street – textured pavement, flush or no curbs, pinch points allowing one-way traffic, a defined entrance with signage, pedestrian level illumination, planters/trees/street furniture placed to create protected zones for pedestrians, or a dead-end street with a non-motorized connection at the end.

D. On-street lane striping is not allowed on a designated Shared Street.

E. Shared Streets on transit routes are only eligible with Spokane Transit Authority approval.

Section 3. That there is adopted a new Section 12.08.072 of the Spokane Municipal Code to read as follows:

Section 12.08.072 Shared Streets Speed Limit

It shall be unlawful for the operator of any vehicle to operate the same at a speed in excess of ten miles per hour on a shared street when such street is fully posted with speed limit signs.

Section 4. That there is adopted a new Section 12.08.073 of the Spokane Municipal Code to read as follows:

Section 12.08.073 Shared Streets Yield of right-of-way

Vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on a shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street. Signs requiring vehicles to yield to pedestrians shall include symbols in addition to words.

Section 5. That there is adopted a new Section 12.08.074 of the Spokane Municipal Code to read as follows:

Section 12.08.074 Shared Streets Designated

A. The following streets are designated as Shared Streets.

Street	Segment
Wall Street	From Main Avenue to Spokane Falls Boulevard

Section 6. That there is adopted a new Section 12.08.075 of the Spokane Municipal Code to read as follows:

Section 12.08.075 Annual Report

An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

Section 7. Severability Clause and Clerical Errors. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance. The City Clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including re-lettering) provisions of the Code as necessary.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/10/2026		
Clerk's File #	ORD C36900		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	DAWN 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AUTHORIZING THE RESIDENTIAL RENTAL PROPERTY MITIGATION FUND TO		

Agenda Wording

An ordinance authorizing the Residential Rental Property Mitigation Fund to support the City's eviction prevention program; amending Section 07.08.157 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the provisions in the Residential Rental Mitigation Fund to clearly allow for direction of those funds to support the eviction prevention program established in Ordinance C36808

What impacts would the proposal have on historically excluded communities?

This ordinance supports the Pathways to Eviction Prevention ordinance adopted by the City Council, which intends to facilitate dispute resolution between landlords and tenants through the application of rental assistance. This program encourages joint problem-solving between tenant and landlord.

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

Data may be collected by both the City and any grantees implementing the Pathways to Eviction Program.

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

Data may be collected by both the City and any grantees implementing the Pathways to Eviction 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?

Ordinance C36808, now codified as Section 10.57.210.

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	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36900

An ordinance authorizing the Residential Rental Property Mitigation Fund to support the City's eviction prevention program; amending Section 07.08.157 of the Spokane Municipal Code.

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808, establishing eviction prevention resources for tenants and landlords; and

WHEREAS, Ordinance C36808, now codified as Section 10.57.210 of the Spokane Municipal Code, directed the City's Division of Housing and Human Services to commence "operation of a pre-filing residential eviction prevention program to facilitate dispute resolution between landlords and tenants through application of rental assistance funds to implement the requirements of this ordinance;" and to further establish a "list of city managed eviction prevention programs and state-funded organizations providing pre-eviction direct legal services" for the benefit of landlords and tenants; and.

WHEREAS, the City's Division of Housing and Human Services has fulfilled its obligations under SMC 10.57.210, effective June 1, 2026, and has since identified funding sources suitable to support the eviction prevention program, including funds generated for the Residential Rental Mitigation Fund set forth in SMC 07.08.157; and

WHEREAS, the City Council desires to amend the provisions in the Residential Rental Mitigation Fund to clearly allow for direction of those funds to support the eviction prevention program established in Ordinance C36808;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.157 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.157 Residential Rental Property <u>Eviction Prevention and</u> Mitigation Fund

A. There is established a special revenue fund entitled the "residential rental property <u>eviction prevention and</u> mitigation fund" into which shall be paid 10% of fees from business ((~~registration~~)) <u>registrations</u> that have at least one listed residential rental property.

B. As provided in the ((~~annual~~)) <u>adopted</u> budget, the "residential rental property <u>eviction prevention and</u> mitigation fund" is appropriated to <u>support the eviction prevention program authorized under SMC 10.57.210. The "residential rental property eviction prevention and mitigation fund may also</u> provide for payment of repairs of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their

rent or damage deposit, and where damage occurs through no fault of the landlord. as established by SMC 10.57.080. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City, including an initial investment of startup money.

Section 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

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	ORD C36899		
Cross Ref #	ORD C36664		
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@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	LTGO REFUNDING BOND		

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015.

Summary (Background)

2025 ORD C36664, authorizing the CFO to refinance the existing LTGO Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's LTGO Bonds in an amount not to exceed $53 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
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	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2026

ORDINANCE NO. C36899

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

KUTAK ROCK LLP
Spokane, Washington

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Exhibit "A": Form of Bond
Exhibit "B": Form of Escrow Agreement
Exhibit "C": Continuing Disclosure Undertaking

ORDINANCE NO. C36899

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

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 is authorized and empowered by chapters 35.22, 39.36, 39.46 and 39.53 RCW to sell, issue and deliver its limited tax general obligation refunding bonds to refund all or a portion of its outstanding limited tax general obligation bonds; and

WHEREAS, the City now has outstanding its Limited Tax General Obligation Refunding Bonds, Series 2015, issued on February 11, 2015, pursuant to Ordinance No. C35219, passed by the City Council of the City (the "**Council**") on January 12, 2015 (the "**2015 Bond Ordinance**"), in the original aggregate principal amount of $48,305,000 (the "**2015 Bonds**"), which remain outstanding as follows:

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27

2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43

; and

WHEREAS, the 2015 Bonds maturing on and after December 1, 2027 are callable for redemption at any time on and after December 1, 2024, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration, the Council has determined it will be financially advantageous to the City and result in a savings to the City's taxpayers to pay, defease, redeem and/or retire the all or portion of the outstanding 2015 Bonds maturing on and after December 1, 2027 (as more specifically defined herein, the "**Refunded Bonds**") through the issuance of Limited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**"); and

WHEREAS, the Bonds will not mature later than the Refunded Bonds would have matured; and

WHEREAS, the annual debt service requirements of the Bonds will not exceed the annual debt service requirements of the Refunded Bonds; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to refund the Refunded Bonds in order to obtain maximum savings for the taxpayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

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.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

Bond Fund means the City's "General Obligation Debt Service Fund" maintained pursuant to Section 9 of this Ordinance.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds means the bonds herein authorized, designated as "City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026," or such other designation as the Designated Representative shall determine.

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 means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

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.

Debt Service Account means the City's "LTGO 2026 Debt Service Account" referred to in Section 9 of this Ordinance.

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget of the City or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Limited Tax General Obligation Refunding Bonds, Series 2015 Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, the City's municipal advisor with respect to the issuance of the Bonds.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

Outstanding means, when used with reference to the Bonds, as of any particular date, all Bonds that have been issued, executed, authenticated and delivered except: (A) Bonds canceled because of payment or redemption prior to their stated dates of maturity; and (B) any Bond (or portion thereof) deemed to have been paid pursuant to Section 19 of this Ordinance.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2015 Bonds maturing on and after December 1, 2027, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 11 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

Serial Bonds means any Bonds other than Term Bonds.

Term Bonds means the Bonds specifically designated as such in the Official Statement.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

2015 Bond Ordinance means Ordinance No. C35219, passed by the Council on January 12, 2015.

2015 Bonds means the Limited Tax General Obligation Refunding Bonds, Series 2015, of the City issued February 11, 2015, and authorized by the 2015 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 boards, 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. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *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: Purpose of the Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Limited tax general obligation refunding bonds of the City, designated "City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026," are hereby authorized to be sold, issued and delivered pursuant to chapters 35.22, 39.36, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $53,000,000; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

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 Bonds.

D. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its taxpayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract 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.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at such time and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provision they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC*. For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking*. Except in the case of a private placement, for so long as Section 24 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or

any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section 5 shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5 percent of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be deemed desirable

or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium.* The principal of and interest on the Bonds are payable in lawful money of the United States of America to the Registered Owners thereof.

B. *Payment of Interest.* Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner.

C. *Payment of Principal.* Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity, or upon payment of the redemption price of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid or redeemed with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts of the Bonds.* If any Bond is not redeemed when properly presented at its maturity or redemption date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity or redemption date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Account and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds.* The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money.* The Treasurer shall submit a written request to the Registrar that the Registrar return to the Treasurer all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity or prior redemption of all of the Bonds. The Treasurer shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity or prior redemption. Interest earnings on the money in such account may be deposited into the Debt Service Account to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: Pledge of Full Faith, Credit and Resources of the City

The Bonds are limited tax general obligations of the City and, as such, the full faith, credit and resources of the City are hereby pledged for their payment, within the appropriate constitutional and statutory limitations pertaining to non-voted general obligations. The Bonds are issued within the applicable debt limitations of the City.

The officers now or hereafter charged by law with the duty of levying taxes for the payment of the Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies upon all of the taxable property within the City sufficient, together with other legally available money, to meet the annual payments of principal and interest on the Bonds as they become due, complying at all times with the constitutional and statutory tax limitations pertaining to non-voted general obligations.

Section 9: The Bond Fund

A. *Bond Fund & Debt Service Account.* The Treasurer currently maintains a fund to be used for the payment of debt service on all general obligation bonds, designated as the "General Obligation Debt Service Fund" (the "**Bond Fund**"). Within the Bond Fund, there has heretofore been created and shall continue to be maintained, a subsidiary account separate and distinct from all other accounts of the City, designated the "LTGO 2026 Debt Service Account" (the "**Debt Service Account**") or such other designation conforming to accounting practices, for the purpose of paying the principal of, premium, if any, and interest on the Bonds when due.

B. *Deposits to the Debt Service Account.* Accrued interest received from the sale of the Bonds, if any, shall be deposited into the Debt Service Account. All or a portion of original issue premium, if any, received from the sale of the Bonds may be deposited into the Debt Service Account. Tax receipts levied for the purpose of paying principal of and interest on the Bonds and, as from time to time directed by the Council, other City money legally available for payment of the Bonds will be deposited to the Debt Service Account to the extent necessary, and no later than the date such funds are required, to pay the principal of, premium, if any, and interest on the Bonds. The Treasurer is hereby authorized and directed to pay to the Registrar, in its capacity as the City's paying agent, all payments of principal and interest due on the Bonds in sufficient time for such payments to be made.

C. *Investment of Money in the Debt Service Account.* Money in the Debt Service Account may be invested as permitted by law, which investments shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Debt Service Account and be used to meet the required deposits therein.

Section 10: The Refunding Plan

A. *Designation of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds. The Designated Representative is authorized to designate all or a portion of the following outstanding 2015 Bonds as the "Refunded Bonds":

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount)(the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2015 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 11: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**"). In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 12: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding

Trustee is authorized and directed to establish a special account for the City designated the "Limited Tax General Obligation Refunding Bonds, Series 2015 Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City, will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the

2015 Ordinance to make payments on the Refunded Bonds. Such opinion will not be required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 13: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 5 of the 2015 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100 percent of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2015 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2015 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's taxpayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 14: Execution and Authentication of the Bonds

A. *Execution of the Bonds.* The City shall cause definitive Bonds to be prepared, executed, and delivered. The Bonds 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, imprinted or otherwise reproduced thereon.

B. *Authentication of the Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of 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 Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds 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 15: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection may be paid from the Debt Service Account.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of the Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in

any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 16: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in Sections 4 and 5 of this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered the Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever

with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary to comply with, at all times, any and all representations of the City in the Letter of Representations with respect to the Registrar.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 17: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each 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 at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* 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 or Bonds 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 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.

Section 18: Mutilated, Lost, Stolen or Destroyed Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, lost, stolen or destroyed Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond that has matured or is about to mature or that has been called for redemption and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bonds without substitution therefor.

B. *Notation on the Bond Register.* Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was canceled and a substitute Bond was issued.

C. *Rights of Registered Owners of Substitute Bonds.* Every substitute Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 19: Defeasance of the Bonds

In the event that money and/or "government obligations" (as defined from time to time in RCW 39.53.010), maturing or having guaranteed redemption prices at the option of the owner at such time or 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 Bonds in accordance with their 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 Debt Service Account or any account therein for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption 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 Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall cease as of the date the principal, redemption price, if any, and interest is so provided for, except as hereinafter provided. Thereafter, the Registered Owners of such Bonds shall be restricted

exclusively to the money so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such money in trust for such Registered Owners uninvested and without interest.

Section 20: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Compliance Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Compliance Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

C. *Survival of Tax Covenants.* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 19 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 21: Amendments to the Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council from time to time, and at any time, may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all the following purposes: (1) to add to or delete from the covenants and agreements of the City in this Ordinance, or to surrender any right or power reserved to the City herein, provided such additions or deletions shall not adversely affect, in any material respect, the interests of the Registered Owners of any Bond; and (2) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the Registered Owners of not less than 50 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt 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 any Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or alter the redemption provisions pertaining thereto, without the consent of the Registered Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental ordinance, without the consent of the Registered Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of Registered Owners consent 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 adoption 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 all Registered Owners of Bonds 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.

D. *Notations; Replacement Bonds.* Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 22: Sale and Delivery of the Bonds and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel, to execute and deliver the Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, 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 Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 23: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, if the Bonds are publicly offered, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the Municipal Securities Rulemaking Board and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 24: Continuing Disclosure Undertaking

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with the City's bond counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 25: Contract and Severability of Provisions

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the Registered Owner of each and every Bond. Any action by the Registered Owner of any Bond shall bind all future Registered Owners of the same Bond in respect of anything done or suffered by the City or the Registrar in pursuance thereof. 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 on final appeal (if any appeal be taken) to be contrary to law, then such covenant or agreement 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 Bonds.

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 and the holders from time to time of the Bonds 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 and the holders from time to time of the Bonds.

Section 26: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or the Bonds 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 27: 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, the defeasance and/or refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 28: Repealer

All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 29: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36664 ("**Ordinance No. C36664**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36664 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36664.

Section 30: 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 July 22, 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. C36899 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 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 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2026

INTEREST RATE	**MATURITY DATE**	**ORIGINAL ISSUE DATE**	**CUSIP**
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "LTGO 2026 Debt Service Account" (the "**Debt Service Account**"), referred to in Ordinance No. C_____, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Debt Service Account from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered

Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a series aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.22, 39.36, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are issued in fully registered form, in the denomination of $5,000 each, or any integral multiple thereof.

The Bonds are limited tax general obligations of the City and, as such, the full faith, credit and resources of the City are hereby pledged for their payment, within the appropriate constitutional and statutory limitations pertaining to non-voted general obligations. The Bonds are issued within the applicable debt limitations of the City. The officers now or hereafter charged by law with the duty of levying taxes for the payment of the Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies upon all of the taxable property within the City sufficient, together with other legally available money, to meet the annual payments of principal and interest on the Bonds as they become due, complying at all times with the constitutional and statutory tax limitations pertaining to non-voted general obligations.

The Bonds are subject to redemption as stated in the [Bond Purchase Contract] [Official Notice of Sale and Approved Bid].

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of an early redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar. The City reserves the right to rescind any redemption notice no later than one business day prior to the date fixed for redemption.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases the Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as they may apply to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that the City has complied with every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof, and that the issuance of this Bond and the Bonds of this series does not exceed any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this _____ day of _____ 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

_ _

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT
as Registrar

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____	
_____	_____
_____	

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. C36899 adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 11 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2015 Bonds maturing on and after December 1, 2027, prior to their stated maturity dates at any time on and after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, [defease], redeem and retire [all] [a portion of] the 2015 Bonds maturing on December 1 in the years 20[27] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100 percent of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* [U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date __/__/2026	Maturity Date

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds

are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2015 Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing [December 1, 2026], to the Chief Financial Officer setting forth: (a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the

Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 12 of Ordinance No. C35219, adopted on January 12, 2015, by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Limited Tax General Obligation Refunding Bonds, Series 2015 (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43]

The Refunded Bonds will become due and will be redeemed and paid on [_____], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
Spokane County, Washington

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 5 of Ordinance No. C35219, adopted on January 12, 2015 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, $[48,305,000] principal amount of its outstanding City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2015, dated February 11, 2015, that mature on December 1 in the years 20[27] through 20[34], inclusive (the "**Refunded Bonds"),** as set forth below:

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100 percent of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
_____ [ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Limited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36899, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**").

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Holder or the Registered Owner of bonds of any series other than the Bonds, nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"Annual Financial Information" means an annual update of the financial information and operating data of the type set forth in the Audited Financial Statements which shall include statements of: _____, commencing [September 30, 2026].

"Audited Financial Statements" means, with respect to the City, financial statements prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12.

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information*

The City will provide to EMMA not later than the last day of the ninth month of each fiscal year, commencing on or before September 30, 2027, Annual Financial Information for the City in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (1) EMMA; or (2) the SEC; or (3) if the document is an official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements*

To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking 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 amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	ORD C36898		
Cross Ref #	ORD C36663		
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@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	UTGO REFUNDING BOND		

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $56,500,000 OF THE CITY'S UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015.

Summary (Background)

2025 ORD C36663, authorizing the CFO to refinance the existing UTGO Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's UTGO Bonds in an amount not to exceed $56.5 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
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	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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CITY OF SPOKANE, WASHINGTON
UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2026

ORDINANCE NO. C36898

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $56,500,000 OF THE CITY'S UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

KUTAK ROCK LLP
Spokane, Washington

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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 is authorized and empowered by chapters 35.22, 39.36, 39.46 and 39.53 RCW to sell, issue and deliver its unlimited tax general obligation refunding bonds to refund all or a portion of its outstanding unlimited tax general obligation bonds; and

WHEREAS, the City now has outstanding its Unlimited Tax General Obligation Bonds, Series 2015, issued on January 27, 2015, pursuant to Ordinance No. C35207, passed by the City Council of the City (the "**Council**") on December 15, 2014 (the "**2015 Bond Ordinance**"), in the aggregate principal amount of $60,070,000 (the "**2015 Bonds**"), which remain outstanding as follows:

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95

2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45

; and

WHEREAS, the 2015 Bonds maturing on and after December 1, 2026 are callable for redemption at any time on and after December 1, 2024, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration, the Council has determined it will be financially advantageous to the City and result in a savings to the City's taxpayers to pay, defease, redeem and/or retire all or a portion of the outstanding 2015 Bonds maturing on and after December 1, 2026 (as more specifically defined herein, the "**Refunded Bonds**") the Refunded Bonds through the issuance of Unlimited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**"); and

WHEREAS, the Bonds will not mature later than the Refunded Bonds would have matured; and

WHEREAS, the annual debt service requirements of the Bonds will not exceed the annual debt service requirements of the Refunded Bonds; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to refund the Refunded Bonds in order to obtain maximum savings for the taxpayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

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.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

Bond Fund means the City's "General Obligation Debt Service Fund" maintained pursuant to Section 9 of this Ordinance.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds means the bonds herein authorized, designated as "City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026," or such other designation as the Designated Representative shall determine.

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 means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

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.

Debt Service Account means the City's "UTGO 2026 Debt Service Account" referred to in Section 9 of this Ordinance.

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget of the City or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Unlimited Tax General Obligation Bonds, Series 2015 Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, the City's municipal advisor with respect to the issuance of the Bonds.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

Outstanding means, when used with reference to the Bonds, as of any particular date, all Bonds that have been issued, executed, authenticated and delivered except: (A) Bonds canceled because of payment or redemption prior to their stated dates of maturity; and (B) any Bond (or portion thereof) deemed to have been paid pursuant to Section 19 of this Ordinance.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2015 Bonds maturing on and after December 1, 2026, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 11 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

Serial Bonds means any Bonds other than Term Bonds.

Term Bonds means the Bonds specifically designated as such in the Official Statement.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

2015 Bond Ordinance means Ordinance No. C35207, passed by the Council on December 15, 2014.

2015 Bonds means the Unlimited Tax General Obligation Bonds, Series 2015, of the City issued January 27, 2015, and authorized by the 2015 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 boards, 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. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *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: Purpose of the Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Unlimited tax general obligation refunding bonds of the City, designated "City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026," are hereby authorized to be sold, issued and delivered pursuant to chapters 35.22, 39.36, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $56,500,000; shall be dated as of their date of delivery; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

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 Bonds.

D. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its taxpayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract 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.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at such time and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provision they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC*. For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking*. Except in the case of a private placement, for so long as Section 24 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or

any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5 percent of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be deemed desirable

or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium.* The principal of and interest on the Bonds are payable in lawful money of the United States of America to the Registered Owners thereof.

B. *Payment of Interest.* Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner.

C. *Payment of Principal.* Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity, or upon payment of the redemption price of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid or redeemed with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts of the Bonds.* If any Bond is not redeemed when properly presented at its maturity or redemption date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity or redemption date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Account and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds.* The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money.* The Treasurer shall submit a written request to the Registrar that the Registrar return to the Treasurer all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity or prior redemption of all of the Bonds. The Treasurer shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity or prior redemption. Interest earnings on the money in such account may be deposited into the Debt Service Account to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: Pledge of Full Faith, Credit and Resources of the City

The full faith, credit and resources of the City are hereby irrevocably pledged for the punctual and full payment of the principal of and interest on the Bonds.

The City hereby irrevocably covenants that, for as long as any of the Bonds are Outstanding, it will make annual levies of *ad valorem* taxes without limitation as to rate or amount upon all the property within the City subject to taxation which, together with other money legally available therefor, will be sufficient in amount to pay the principal of and interest on the Bonds as the same shall become due.

Section 9: The Bond Fund

A. *Bond Fund & Debt Service Account.* The Treasurer currently maintains a fund to be used for the payment of debt service on all general obligation bonds, designated as the "General Obligation Debt Service Fund" (the "**Bond Fund**"). Within the Bond Fund, there has heretofore been created and shall continue to be maintained, a subsidiary account separate and distinct from all other accounts of the City, designated the "UTGO 2026 Debt Service Account" (the "**Debt Service Account**") or such other designation conforming to accounting practices, for the purpose of paying the principal of, premium, if any, and interest on the Bonds when due.

B. *Deposits to the Debt Service Account.* Accrued interest received from the sale of the Bonds, if any, shall be deposited into the Debt Service Account. All or a portion of original issue premium, if any, received from the sale of the Bonds may be deposited into the Debt Service Account. Tax receipts levied for the purpose of paying principal of and interest on the Bonds and, as from time to time directed by the Council, other City money legally available for payment of the Bonds will be deposited to the Debt Service Account to the extent necessary, and no later than the date such funds are required, to pay the principal of, premium, if any, and interest on the Bonds. The Treasurer is hereby authorized and directed to pay to the Registrar, in its capacity as the City's paying agent, all payments of principal and interest due on the Bonds in sufficient time for such payments to be made.

C. *Investment of Money in the Debt Service Account.* Money in the Debt Service Account may be invested as permitted by law, which investments shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Debt Service Account and be used to meet the required deposits therein.

Section 10: The Refunding Plan

A. *Designation of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds. The Designated Representative is authorized to designate all or a portion of the following outstanding 2015 Bonds as the "Refunded Bonds":

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46

2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount)(the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2015 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 11: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**"). In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 12: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee is authorized and directed to establish a special account for the City designated the

"Unlimited Tax General Obligation Bonds, Series 2015 Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City, will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the 2015 Ordinance to make payments on the Refunded Bonds. Such opinion will not be

required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 13: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 4 of the 2015 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100 percent of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2015 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2015 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's taxpayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 14: Execution and Authentication of the Bonds

A. *Execution of the Bonds.* The City shall cause definitive Bonds to be prepared, executed, and delivered. The Bonds 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, imprinted or otherwise reproduced thereon.

B. *Authentication of the Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of 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 Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds 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 15: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection may be paid from the Debt Service Account.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of the Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in

any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 16: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in Sections 4 and 5 of this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered the Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever

with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary to comply with, at all times, any and all representations of the City in the Letter of Representations with respect to the Registrar.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 17: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each 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 at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* 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 or Bonds 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 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.

Section 18: Mutilated, Lost, Stolen or Destroyed Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, lost, stolen or destroyed Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond that has matured or is about to mature or that has been called for redemption and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bonds without substitution therefor.

B. *Notation on the Bond Register.* Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was canceled and a substitute Bond was issued.

C. *Rights of Registered Owners of Substitute Bonds.* Every substitute Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 19: Defeasance of the Bonds

In the event that money and/or "government obligations" (as defined from time to time in RCW 39.53.010), maturing or having guaranteed redemption prices at the option of the owner at such time or 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 Bonds in accordance with their 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 Debt Service Account or any account therein for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption 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 Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall cease as of the date the principal, redemption price, if any, and interest is so provided for, except as hereinafter provided. Thereafter, the Registered Owners of such Bonds shall be restricted

exclusively to the money so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such money in trust for such Registered Owners uninvested and without interest.

Section 20: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Compliance Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Compliance Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

C. *Survival of Tax Covenants.* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 19 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 21: Amendments to the Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council from time to time, and at any time, may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all the following purposes: (1) to add to or delete from the covenants and agreements of the City in this Ordinance, or to surrender any right or power reserved to the City herein, provided such additions or deletions shall not adversely affect, in any material respect, the interests of the Registered Owners of any Bond; and (2) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the Registered Owners of not less than 50 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt 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 any Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or alter the redemption provisions pertaining thereto, without the consent of the Registered Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental ordinance, without the consent of the Registered Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of Registered Owners consent 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 adoption 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 all Registered Owners of Bonds 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.

D. *Notations; Replacement Bonds.* Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 22: Sale and Delivery of the Bonds and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel, to execute and deliver the Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, 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 Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 23: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, if the Bonds are publicly offered, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the Municipal Securities Rulemaking Board and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 24: Continuing Disclosure Undertaking

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with the City's bond counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 25: Contract and Severability of Provisions

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the Registered Owner of each and every Bond. Any action by the Registered Owner of any Bond shall bind all future Registered Owners of the same Bond in respect of anything done or suffered by the City or the Registrar in pursuance thereof. 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 on final appeal (if any appeal be taken) to be contrary to law, then such covenant or agreement 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 Bonds.

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 and the holders from time to time of the Bonds 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 and the holders from time to time of the Bonds.

Section 26: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or the Bonds 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 27: 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, the defeasance and/or refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 28: Repealer

All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 29: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36663 ("**Ordinance No. C36663**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36663 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36663.

Section 30: 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 July 22, 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. C36898 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 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 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2026

INTEREST RATE	**MATURITY DATE**	**ORIGINAL ISSUE DATE**	**CUSIP**
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "UTGO 2026 Debt Service Account" (the "**Debt Service Account**"), referred to in Ordinance No. C36898, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Debt Service Account from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered

Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a series aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.22, 39.36, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are issued in fully registered form, in the denomination of $5,000 each, or any integral multiple thereof.

The Bonds are unlimited tax general obligations of the City, and as such, the full faith, credit and resources of the City have been irrevocably pledged for the punctual and full payment of the principal of and interest on the Bonds. The Bonds are payable from *ad valorem* taxes levied and to be levied upon all the taxable property within the City, together with other legally available money, without limitation as to rate or amount, and are payable solely from the Debt Service Account.

The Bonds are subject to redemption as stated in the [Bond Purchase Contract] [Official Notice of Sale].

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of an early redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar. The City reserves the right to rescind any redemption notice no later than one business day prior to the date fixed for redemption.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases the Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits

by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as they may apply to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that the City has complied with every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof, and that the issuance of this Bond and the Bonds of this series does not exceed any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this _____ day of _____ 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

_ _

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT
as Registrar

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____	
_____	_____
_____	

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. [_____] adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 11 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2015 Bonds maturing on and after December 1, 2026, prior to their stated maturity dates at any time on and after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, [defease] redeem and retire [all] [a portion] of the 2015 Bonds maturing on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100 percent of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* *[*U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date __/__/2026	Maturity Date

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds

are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2015 Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing December 1, 2026, to the Chief Financial Officer setting forth: (a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the

Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 9 of Ordinance No. C35207, adopted on December 15, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Unlimited Tax General Obligation Bonds, Series 2015 (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45]

The Refunded Bonds will become due and will be redeemed and paid on [_____], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4 of Ordinance No. C35207, adopted on December 15, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, $[56,500,000] principal amount of its outstanding City of Spokane Unlimited Tax General Obligation Bonds, Series 2015, dated January 27, 2015, that mature on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds"),** as set forth below:

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100 percent of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
_____ [ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Unlimited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36898, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**").

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Holder or the Registered Owner of bonds of any series other than the Bonds, nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"Annual Financial Information" means an annual update of the financial information and operating data of the type set forth in the Audited Financial Statements which shall include statements of: _____, commencing September 30, 2026.

"Audited Financial Statements" means, with respect to the City, financial statements prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information*

The City will provide to EMMA not later than the last day of the ninth month after the end of each fiscal year, commencing on or before September 30, 2027, Annual Financial Information for the City in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (1) EMMA; or (2) the SEC; or (3) if the document is an official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements*

To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

---

[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking 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 amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026
Clerk's File #	ORD C36897
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	MATT BOSTON 625-6585
Contact E-Mail	MBOSTON@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?** YES
Agenda Item Name	WATER & WASTEWATER REVENUE REFUNDING BOND

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014.

Summary (Background)

2025 ORD C36665, authorizing the CFO to refinance the existing Water & Wastewater Revenue Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's Water and Wastewater System Revenue Bond in an amount not to exceed $106 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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 - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

Fiscal Impact

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

Amount		Budget Account
Select	$	#
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	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026

ORDINANCE NO. C36897

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014; PROVIDING FOR THE DEFEASANCE, CALL, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING A FISCAL AGENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

Kutak Rock LLP

Spokane, Washington

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Exhibit "A": Form of the Bond
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Exhibit "C": Form of the Continuing Disclosure Undertaking

ORDINANCE NO. C36897

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014; PROVIDING FOR THE DEFEASANCE, CALL, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

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 is authorized and empowered by chapters 35.41, 39.46 and 39.53 RCW to issue revenue refunding bonds to redeem or retire the Refunded Bonds (as hereinafter defined);

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 (the "**2014 Bonds**"), which remain outstanding as follows:

Outstanding 2014 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.

2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8

; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this Ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to defease and/or refund the Refunded Bonds in order to obtain maximum savings for the ratepayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

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.

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.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

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 Counsel shall mean Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the Council.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds shall mean the herein authorized Bonds designated as the "City of Spokane, Washington, Water and Wastewater System Revenue Refunding Bonds, Series 2026" or such other designation as the Designated Representative shall determine.

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.

Continuing Disclosure Undertaking shall mean the Continuing Disclosure Undertaking substantially in the form attached hereto as Exhibit "C."

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 24 hereof and making the calculation required by Section 24 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 Bonds, 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.

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.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Water and Wastewater System Revenue and Refunding Bonds Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds.

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 Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

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.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

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 Bonds, or such other municipal advisor as designated by the Council.

MSRB shall mean the Municipal Securities Rulemaking Board or any successor in functions thereto.

Net Revenue shall mean the Revenue of the System less the Costs of Maintenance and Operation.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

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**,** when used with reference to a Bond, or a Parity Bond, as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under this Ordinance or under any ordinance authorizing the issuance of any Parity Bonds, except (1) Bonds or Parity Bonds canceled because of payment or redemption prior to their stated dates of maturity, (2) any Bond (or portion thereof) deemed to have been paid within the meaning of Section 21 hereof, and (3) any Parity Bond (or portion thereof) deemed to have been paid pursuant to the ordinance under which it was issued.

Parity Bonds shall mean the Bonds, any 2014 Bonds that remain Outstanding following the issuance of the 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.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

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.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2014 Bonds maturing on and after December 1, 2026, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 9 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

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 the 2014 Bond Ordinance 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.

Rule shall mean the SEC's Rule 15c2-12 under the Securities and Exchange Act of 1934, as the same may be amended from time-to-time.

SEC shall mean the Securities and Exchange Commission.

Serial Bonds means any Bonds other than Term Bonds.

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 the Bonds specifically designated as such in the Official Notice of Sale and the Approved Bid or the Bond Purchase Contract, as applicable.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

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.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

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.

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. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *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 Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds, fund the Reserve Requirement, if any, and pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Water and wastewater system revenue bonds of the City, designated "City of Spokane, Washington, Water and Wastewater System Revenue Refunding Bonds, Series 2026," (or such other designation as the Designated Representative shall determine) are hereby authorized to be sold, issued and delivered pursuant to chapters 35.41, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $106,000,000; shall be dated as of their date of delivery; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form of Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00%;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95% nor more than 140% of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00% of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

C. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its ratepayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00%;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95% nor more than 140% of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00% of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract 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.

D. *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 Bonds.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at the times and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, written notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provisions they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC.* For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking.* Except in the case of a private placement, for so long as Section 28 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds or Balloon Maturity Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, or as otherwise designated by the Designated Representative, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5% of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be

deemed desirable or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium*. Both principal of and interest on the Bonds are payable in lawful money of the United States to the Registered Owners thereof.

B. *Payment of Interest*. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, or as otherwise designated by the Designated Representative. Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by such Registered Owner.

C. *Payment of Principal*. Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, whichever occurs first, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts*. If any Bond is not redeemed when properly presented at its maturity date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Revenue Bond Fund and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds*. The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money*. The Designated Representative may submit a written request to the Registrar that the Registrar return to the Designated Representative all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity of all of the Bonds. The Designated Representative shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity. Interest earnings on the money in such account may be

deposited into the Revenue Bond Fund to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: The Refunding Plan

A. *Description of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds, if market conditions permit such refunding. The Designated Representative is authorized to designate all or a portion of the following outstanding 2014 Bonds as the "Refunded Bonds":

Outstanding 2014 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds or to make a deposit into the Reserve Account, and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount) (the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2014 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 9: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**") if deemed necessary to effect the defeasance and/or refunding of the Refunded

Bonds. In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 10: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee is authorized and directed to establish a special account for the City designated the "Water and Wastewater System Revenue and Refunding Bonds Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Revenue Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City,

will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the 2014 Bond Ordinance to make payments on the Refunded Bonds. Such opinion will not be required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 11: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 5 of the 2014 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100% of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Revenue Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2014 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2014 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's ratepayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of

issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 12: [Reserved]

Section 13: Pledge of Net Revenue

All of the Net Revenue is pledged for the payment of the Bonds, as a prior first charge and lien thereon equal to and on parity with the charge or lien of Future Parity Bonds, if any, and Revenue of the System shall be used and applied in the order of priority provided in Section 14 of this Ordinance.

The Bonds are payable solely from amounts deposited into the Revenue Bond Fund, shall not constitute general obligations of the City and are 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 Bonds.

Section 14: 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.

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 15: 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 Bonds remain 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 Bonds.

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 15(F) 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 Bonds shall be Covered Bonds, secured by the Reserve Account, if deemed necessary and designated as such by the Designated Representative. To the extent the Bonds are designated as Covered Bonds, the City hereby covenants that the Reserve Requirement for the Bonds will be fully funded as of the date of issuance of the Bonds.

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 14(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 14(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 a Qualified Insurer. The amount payable by the Qualified Insurer 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.

E. *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.

F. *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.

G. *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 such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 16: Execution and Authorization of the Bonds

A. *Execution of the Bonds.* The Bonds 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 Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of 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 Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds 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 17: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection D may be paid from the Revenue Bond Fund.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by

law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 18: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered a Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the

provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary for all representations of the City in the Letter of Representations with respect to the Registrar, to, at all times, be complied with.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 19: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each 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 at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* 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 or Bonds 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 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.

Section 20: Mutilated, Destroyed, Lost or Stolen Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, destroyed, lost or stolen Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond which has been called for redemption or which has matured or is about to mature and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bond without substitution therefor.

B. *Notation on the Bond Register*. Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was cancelled and a substitute Bond was issued therefor.

C. *Rights of Registered Owners of Substitute Bonds*. Every substituted Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 21: Defeasance of the Bonds

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 Bonds in accordance with their 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 Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds 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 Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter the Registered Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Section 22: Bond Covenants

A. *Maintenance and Operation*. The City shall at all times maintain, preserve and keep the properties of 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 14 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 Bonds 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 any Bonds are outstanding and unpaid.

Section 23: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148 of the Code.

C. *Survival of Tax Covenants* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 21 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and

remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 24: 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 Bonds. 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 22(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 25: 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 observed, which shall not materially adversely affect the interests of the holders of any Parity Bonds, 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 or any ordinance authorizing future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the holders of Parity Bonds.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Parity Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the holders of not less than 50% in aggregate principal amount of the Parity Bonds at the time outstanding, 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 any Parity Bonds, 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 each bond so affected; or

(2) reduce the aforesaid percentage of bondholders required to approve any such supplemental ordinance, without the consent of the holders of all of the Parity Bonds then outstanding.

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.

For the purpose of consenting to amendments under this Section 25(B) except for amendments that alter the interest rate on any Parity Bonds, the maturity date, interest payment dates, purchase upon tender or redemption of any Parity Bonds, the issuer of a Credit Facility shall be deemed to be the sole Registered Owner of the Parity Bonds that are payable from such Credit Facility and that are then outstanding.

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 all holders of Parity Bonds 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 26: Sale and Delivery of the Bonds 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 Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

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 Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 27: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the MSRB and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 28: Covenant to Provide Continuing Disclosure

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with Bond Counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 29: Contract; Severability

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the holder of each and every Bond. 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 any Bonds.

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 30: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or Bonds 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 31: 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 Bonds, are hereby in all respects ratified, approved and confirmed.

Section 32: 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 33: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36665 ("**Ordinance No. C36665**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36665 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36665.

Section 34: 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 July 22, 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. C36897 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 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 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BOND, SERIES 2026

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "Water-Wastewater Revenue Bond Fund" (the "**Revenue Bond Fund**"), referred to in Ordinance No. C36897, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Revenue Bond Fund from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of [a 360-day year consisting of twelve 30-day months]. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a duly authorized series of Bonds aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.41, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, redeem and retire the Refunded Bonds, to fund the Reserve Requirement, if any, and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are subject to redemption prior to their stated maturity as stated in the [Bond Purchase Contract] [Official Notice of Sale and Approved Bid].

The Bonds of this issue are not general obligations of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this Bond and the Bond Ordinance.

[The Bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The Bonds of this issue have not been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.]

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Revenue Bond Fund and the Reserve Account the various amounts required by the Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Ordinance. To the extent more particularly provided by the Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Revenue Bond Fund and the account therein shall be a lien and charge thereon equal in rank to the lien and charge upon said revenue of the amounts required to pay and secure the payment of any revenue bonds of the City hereafter issued on a parity with the bonds of this issue and superior to all other liens and charges of any kind or nature except the Costs of Maintenance and Operation of the System.

The City has further bound itself to maintain the System in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as any of the bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due, Net Revenue will be at least equal to the Rate Covenant, as described in the Ordinance.

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of a redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar.

Such requirements shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed. Interest on any Bond so called for redemption shall cease to accrue on the date fixed for redemption, and the Bonds shall not be deemed to be Outstanding as of such redemption date, provided funds for redemption are on deposit at the place of payment at that time. Any notice of redemption given may be rescinded by written notice from the City to the Registrar prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given. Any notice of redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of redemption has been rescinded shall remain Outstanding.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal

amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as such may pertain to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

Notwithstanding any other provision of this Bond to the contrary, so long as this Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of or premium, if any, and interest on this Bond shall be made in the manner provided in the Letter of Representations.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof has been duly complied with; and that the Net Revenue to be derived from the operation of the System, including any future improvements, additions or extensions thereto, have been pledged and will be set aside into the Revenue Bond Fund to be used for the payment of principal of and interest on this Bond in the order of priority provided in the Ordinance.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be executed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of its City Clerk and impressed with its seal on _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Water and Wastewater System Revenue Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT, as Registrar

By_____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____	
_____	_____
_____	

the within Bond and does hereby irrevocably constitute and appoint_____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. C36897 adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 9 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2014 Bonds maturing on or after December 1, 2026, prior to their stated maturity dates at any time on or after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, redeem and retire [all] [or a portion] of the 2014 Bonds maturing on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100% of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* *[*U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date __/__/2026	Maturity Date

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the

times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2014 Bond Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing [December 1, 2026], to the Chief Financial Officer setting forth:

(a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final

payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON
WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014 (GREEN BONDS)

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 13 of Ordinance No. C35170, passed on October 27, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds) (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON
WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014 (GREEN BONDS)

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 5 of Ordinance No. C35170, passed on October 27, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, the outstanding $[110,125,000] principal amount of its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), dated December 2, 2014, that mature on December 1 in the years 20[26] through 20[34], inclusive, (the "**Bonds**"), as set forth below:

[Refunded Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100% of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
[ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

CITY OF SPOKANE, WASHINGTON

WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2026
PRINCIPAL AMOUNT OF $[_____]

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Water and Wastewater System Revenue Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36897, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"). Capitalized terms not otherwise defined herein shall have the meanings given in the Ordinance.

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Registered Owner or holder of bonds of any series other than the above-referenced bonds (the "**Bonds**"), nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking.*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"*Annual Financial Information*" shall mean: (i) annual financial statements for the System prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to Washington state local governmental units, as such principles may be changed from time to time, which statements shall not be audited, except, however, that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (ii) information generally of the type included in the Official Statement for the Bonds under the heading ["FINANCIAL INFORMATION – Historical Operating Results"] and showing debt service coverage; (iii) the outstanding principal amount of Parity Bonds; (iv) number of water and wastewater customers of the System. Items (ii) – (iv) shall be required only to the extent that such information is not included in the annual financial statements provided pursuant to (i).

"*Audited Financial Statements*" means, with respect to the City, financial statements for the System prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is

described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"*Debt Obligation*" includes: (1) any short-term or long-term debt obligation of the City or Obligated Person under the terms of an indenture, loan agreement, lease or similar contract; (2) a direct purchase of municipal securities by an investor; (3) a direct loan by a bank; and (4) generally, lease arrangements entered into by the City and Obligated Persons that operate as vehicles to borrow money.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) Debt Obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12.

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information.* The City will provide to EMMA not later than the last day of the ninth month of each fiscal year of the City, commencing on or before September 30, 2027, Annual Financial Information for the City. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (i) EMMA; (ii) the SEC; or (iii) if the document is a final official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements.* To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available. Although the City may submit a comprehensive annual financial report (a "**CAFR**") together with such Audited Financial Statements, there is no requirement to do so hereunder, and the dissemination of a CAFR in any year shall not be construed as a requirement to disseminate a CAFR in any subsequent year.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking 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 amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 06/15/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 07/22/2026		**Date Rec'd**	6/11/2026
		Clerk's File #	ORD C36896
		Cross Ref #	
		Project #	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	VIRGINIA 625-6714	**Requisition #**	
Contact E-Mail	VRAMOS@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE MAKING TECHNICAL CHANGES TO EVICTION PREVENTION		

Agenda Wording

An Ordinance of the City of Spokane making technical corrections to the notice requirements for residential evictions, and amending sections 10.57.220 and 10.57.230 of the Spokane Municipal Code

Summary (Background)

On February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code. Certain sections of Ordinance C36808, namely sections 10.57.210, 10.57.220 and 10.57.230, contain ambiguities that could make it hard for tenants and landlords alike to understand their obligations under the new provisions. Also, certain providers of subsidized housing regularly include eviction prevention services as part of their services to tenants, and it makes more sense to allow such landlords an opportunity to participate in eviction prevention resolution before issuing formal paperwork to commence evictions. This ordinance is intended to clarify those sections to ensure that the notice requirements are clear.

What impacts would the proposal have on historically excluded communities?

Technical changes to SMC only, and not expected to have an impact on historically marginalized 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?

Technical changes to SMC only. No data collection expected.

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

Technical changes to SMC only. No data collection expected.

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?

Technical changes to SMC only. Intended to clarify Chapter 10.57 of Spokane Municipal Code.

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	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
dkinder@spokanecity.org	arielleanderson@spokanecity.org
vramos@spokanecity.org	

ORDINANCE C36896

An Ordinance of the City of Spokane making technical corrections to the notice requirements for residential evictions, and amending sections 10.57.220 and 10.57.230 of the Spokane Municipal Code.

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, certain sections of Ordinance C36808, namely sections 10.57.210, 10.57.220 and 10.57.230, contain ambiguities that could make it hard for tenants and landlords alike to understand their obligations under the new provisions; and

WHEREAS, certain providers of subsidized housing regularly include eviction prevention services as part of their services to tenants, and it makes more sense to allow such landlords an opportunity to participate in eviction prevention resolution before issuing formal paperwork to commence evictions; and

WHEREAS, it is the objective of the City of Spokane to clarify those sections to ensure that the notice requirements are clear;

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

Section 1. That section 10.57.220 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.220 Notice of Eviction Prevention Resources to Tenant

Landlords shall provide written notice of contact information for all city managed eviction prevention programs ((~~, rental assistance application procedure,~~)) and state-funded pre-eviction legal aid programs:

A. At the time of lease/rental agreement signing or commencement of a tenancy, <u>whichever is earlier</u>;

B. At the time of renewal of any tenancy; and

C. At the time of <u>or prior to</u> service of a notice to pay or vacate pursuant to RCW 59.18.057. Any notice provided for in this subsection shall comply with statutory prerequisites pursuant to RCW 59.18 and 59.20 as required to commence an unlawful detainer action, and be served in the manner set forth in RCW 59.12.040; and

D. At the time of providing a notice to increase rent pursuant to SMC 10.57.160; and

E. Prior to seeking a mutual termination agreement to avoid the unlawful detainer process.

Section 2. That section 10.57.230 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.230 Participation in Eviction Prevention Program

Either landlord or tenant may initiate eviction prevention assistance, as follows:

A. A landlord may initiate eviction prevention program by notifying the tenant in writing prior to or at the time of notice to pay or vacate, as provided in Section 10.57.220. Such notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the landlord.

B. A tenant who receives notice of landlord's election to participate in eviction prevention must notify the landlord in writing within five (5) days if the tenant desires to participate in the eviction prevention program. If a tenant does not receive notice from the landlord as provided in subsection A above, a tenant may initiate eviction prevention by notifying the landlord in writing of the tenant's desire to participate in eviction prevention within ten (10) calendar days of receipt of the notice ((~~to pay or vacate as~~)) provided in Section 10.57.220 (C). The tenant's notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the tenant.

C. Unless exempted under section 10.57.240, the landlord shall not commence an unlawful detainer action, or seek to otherwise remove a residential tenant unless the following have occurred:

    1. The landlord has enrolled with the pre-filing eviction prevention program and provided notice of prevention resources to the tenant consistent with section SMC 10.57.220; and

    2. The landlord:

        i. Initiated eviction prevention and the tenant failed to notify the landlord under subsection B, or

        ii. After receipt of tenant's notice under subsection B above, participated in the eviction prevention program in good faith prior to that date which is thirty (30) calendar days from the date of notice in Section 10.57.220 (C).

D. The landlord must provide the tenant with a notice of eviction prevention resources under 10.57.220 regardless of the landlord or tenants' participation in the eviction prevention program.

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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/4/2026
Clerk's File #	ORD C36895
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	ELIZABETH 6232
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AMENDING ORDINANCE C36776 SPOKANE MUNICIPAL CODE RELATING TO

Agenda Wording

An Amendment to Ordinance relating to sewer to correct sections of 13.03 of the Spokane Municipal Code

Summary (Background)

The City of Spokane passed ordinance C36654 March 31, 2025, which repealed several sections of the Spokane Municipal Code in Section 13.03 relating to Sewer. In December of 2025 an Ordinance Revision was passed which included the repealed sections in error.

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 endure 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?

All revenues for operation of a public wastewater collection and treatment system.

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	PICCOLO, MIKE		
Division Director			
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

ORDINANCE NO. C36895

Amending ordinance C36776 entitled in part of "An Ordinance relating to municipal sewer services" chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, ordinance C36654 was passed March 31, 2025, which repealed sections 13.03.0702, 13.03.0704, 13.03.0706, 13.0708, 13.03.0710, and 13.03.0712; and

WHEREAS, ordinance C36776 was passed December 8, 2025. This ordinance inadvertently included previously repealed SMC 13.03.0702, 13.03.0704, 13.03.0706, 13.0708, 13.03.0710, and 13.03.0712; and

WHEREAS, this ordinance is to correct the inadvertent inclusion of repealed ordinances and for clarification purposes.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC section 13.03.0702 entitled "Special Connection Agreements – Execution" is repealed.

((~~**13.03.0702 Special Connection Agreements – Execution**~~

~~Whenever the connection to a City public sewer requires a written agreement, the director of engineering services is authorized to execute it on behalf of the City.~~))

Section 2: That SMC section 13.03.0704 entitled "Special Connection Charge Authorized – Basis" is repealed.

((~~**13.03.0704 Special Connection Charge Authorized – Basis**~~

~~A. In addition to sewer connection permit fees required by this code, there is imposed, and the owners of properties which have not been assessed or charged or borne an equitable share of the cost of the City's sewerage system must pay prior to connection to a City sewer, a special connection charge in an amount to be computed under SMC 13.03.0712.~~

~~B. Property owners subject to the special connection charge must execute and record all appropriate documents required by this chapter necessary to secure full payment and costs of collection, including reasonable attorney's fees.~~

~~C. Projects subject to the special connection charge are specifically identified by the City and are subject to the express review and approval of the city council.~~))

Section 3: That SMC section 13.03.0706 entitled "Notice" is repealed.

((~~**13.03.0706 Notice**~~

~~A. The City records appropriate notice with the county auditor concerning real property (which has been specifically identified by the director of engineering services and approved by the city council as property for which sewer facilities either have been constructed or which it contemplates will be constructed) for which a special connection charge will be levied upon connection of such property to the City sewer system, pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180.~~

~~B. Such notice shall be effective until there is recorded with the county auditor a certificate of payment and release executed by the City, which certificate must be recorded within thirty days of full payment of such special connection charge.~~))

Section 4: That SMC section 13.03.0708 entitled “Payment” is repealed.

((~~**13.03.0708 Payment**~~

~~A. Cash or Contract.~~

~~1. The special connection charge is paid in cash or under installment contract within the discretion of the City.~~

~~a. Interest charged under an installment contract is at the same rate as the effective annual interest of the most recent City of Spokane local improvement district bond issue, computed annually on unpaid balances.~~

~~2. Such contract must provide:~~

~~a. for a down payment of twenty percent of the total connection charge, payable upon execution of the contract;~~

~~b. for payment of the balance in ten installments, payable annually;~~

~~c. that any unpaid balance may be paid in full in any year at the time the annual payment of such year is due and payable.~~

~~Such contract contains the legal description of the property served by the sewer, is executed and acknowledged by the property owner and is recorded by the City with the county auditor, at the expense of the property owner.~~

3. The special connection charge is paid in full or the installment contract is executed, as a condition precedent to the issuance of a permit for connection to the City sewer system.

B. Unpaid Charges.

1. Delinquent payments of special collection charges under such installment contract or otherwise unpaid special collection charges are a lien upon the described property as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

2. Upon full payment of the charges due, the finance, treasury and administration division director on behalf of the City executes and delivers to the property owner a release of such lien.))

Section 5: That SMC section 13.03.0710 entitled "Project Accrued Interest" is repealed.

((**13.03.0710 Project Accrued Interest**

A. In addition to interest charges allowable under payment by installment contract, the amount of the special connection charge includes the project accrued interest on the construction costs, computed from the date of construction of the sewer system until the date of connection, except that the computation period shall not exceed ten years.

B. The project accrued interest is set by the City treasurer at a rate commensurate with the interest rate of the local improvement district bond issue most recent to the date of city council approval of the project for special connection charges, or as otherwise determined pursuant to RCW 35.92.025, except the:

1. interest may not exceed ten percent, and

2. aggregate amount of interest charge to a property may not exceed the share of the cost of the system allocated to that property.))

Section 6: That SMC section 13.03.0712 entitled "Special Connection Charge – Computation" is repealed.

((**13.03.0712 Special Connection Charge – Computation**

A. Determination by Director of Engineering Services.

The special connection charge imposed pursuant to this chapter is paid into the sewer fund and is computed based on the areas to be served by the sewer, which determination is made by the director of engineering services. Notwithstanding the methods of computing the special connection charge provided below, the City may

use any other method or combination of methods to compute special connection charges which may be deemed to most fairly reflect the sewer service to the properties subject to the special connection charge. The amount may be computed as follows:

1. Method I: Lineal Front Footage – Square Footage.

    a. Lateral Sewers.
    The lineal feet of frontage of property to be served by the sewer, as determined by the director of engineering services, is multiplied by the average cost per front foot of lateral sewers constructed in the City for the year in which the sewer to which the property is to be connected was constructed and accepted.

        i. Exhibit "A" to Ordinance C26649 shall set forth those costs per front foot of lateral sewers previously completed and accepted by the City.

    b. Trunk Sewers.
    The number of square feet of property to be served, as determined by the director of engineering services, is multiplied by the cost per square foot of service area (in the year of actual construction) of the trunk sewer to which a connection is being made.

        i. Exhibit "A" to Ordinance C26649 shall set forth those costs per area served of trunk sewers previously completed and accepted by the City.

2. Method II: Actual Cost.
    For those specifically identified projects (as determined by the director of engineering services) where the computation of special connection charges for trunk sewer can be determined based on actual cost and where the City can identify at the outset of the project the service area and those properties for which the sewer facilities have been constructed, the special connection charge may be computed as follows:

    a. Trunk Sewers.
    The trunk service area is divided generally into those zones which are immediately serviceable by the trunk (with the addition of lateral lines) and those zones which are not serviceable by the existing trunk without an extension or subtrunk (plus the necessary laterals). Each separate lot, tract, parcel or other property within the trunk sewer service area is divided into those zones, as determined by the director of engineering services.

i. Based upon the specific project cost, the director of engineering services computes an estimated cost of completing the trunk system necessary to serve the entire service area.

ii. A cost per acre is then computed for the entire service area and this cost is the basis for special connection charges within the zone receiving immediate trunk sewer service from the completed project.

iii. The special connection charges outside the immediately serviceable zone are based upon the average cost per acre after the charges for the immediately serviceable zone are deducted from the specific project costs.

b. Lateral Service in Conjunction with Trunk Service.
Where lateral service is provided together with trunk sewer service (i.e., a side sewer connecting directly into the trunk line), a lateral service fee may be charged as a part of the special connection fee.

i. This lateral fee is determined by multiplying the average cost, per square foot of area served, of lateral sewers constructed and accepted in the City in the year in which the sewer being connected to was constructed and accepted, by the area being served by the new connection.

c. The projects described above are subject to the approval of the city council for this charge and are specified in Exhibit "B" to Ordinance C26649.

B. Annual Average.
The director of engineering services is authorized to annually compute and establish the average cost per area for lateral and trunk sewers completed by local improvement district and accepted by the City during the previous calendar year, which average assessment is used in computing the special connection charge imposed under this section.

1. The director of engineering services is also authorized to compute and establish the special connection charges based on actual construction costs for lateral and trunk sewers, constituting special projects for which properties subject to the special connection charge can be identified at the outset of the project.

~~2. Such actual costs and the manner in which the special connection charges will be computed are determined by the director of engineering services upon completion and acceptance of the project by the City.~~

~~3. Such special projects shall be designated by project name and shall conform to the notice requirements of SMC 13.03.0706.~~

~~4. A copy of the rates for computation of special connection charges is delivered and filed with the city clerk. Annual rate computations based on average costs are filed with the city clerk each year.~~))

Section 7: The changes in this ordinance shall take effect _____ day of _____, 2026.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date