

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 24, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of March 24, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 715 31258; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, March 21, 2024, and ending at 6:00 p.m. on Monday, March 24, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on March 24, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE



UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MARCH 24, 2025

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 JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

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

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Public Library Board: One Appointment – Alexi Castilla Confirm CPR 1981-0400

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Preapproval to purchase 17 vehicles requested by various departments as part of the planned and budgeted purchases for 2025—total expenditure not to exceed \$1,769,000. (Council Sponsor: Council Member Dillon) Rick Giddings | Approve | OPR 2025-0193 |
| 2. Two-year Value Blanket Renewal with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis—\$1,500,000 (incl. tax) (\$750,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Loren Searl | Approve | OPR 2021-0628 BID 5467-21 |
| 3. Purchase from Mars Company (Ocala, FL) of a water meter test bench for the Water Department—\$1,302,532.56 (incl. tax). (Council Sponsors: Council President Wilkerson and Council | Approve | OPR 2025-0190 RFQ 6258-24 |

Members Bingle and Klitzke)

Loren Searl

- | | | | |
|---|--|---------|---------------|
| 4. | Purchase from Crime Point, Inc. (Camarillo, CA) of Crime Point pole cameras for use in Spokane Police Department investigations—\$77,620.75 (incl tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) | Approve | OPR 2025-0212 |
| Shawna Ernst | | | |
| 5. | Outside Special Counsel Contract Amendment with Keating Bucklin & McCormack (Seattle, WA) in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane—additional \$100,000. Total Contract Amount: \$500,000. (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2023-0240 |
| Lynden Smithson | | | |
| 6. | No-cost Contract Amendment with Terrain Programs (Spokane) changing the Tourism and Cultural Investment Committee award from the Terrian BrrrZaar event to the Terrain 15 event. (Council Sponsor: Council Member Zappone) | Approve | OPR 2024-0182 |
| Jackson Deese | | | |
| 7. | Contract with Azteca Systems, LLC, (Sandy, UT) for annual support and maintenance of CityWorks Asset Maintenance Management System from April 1, 2025, through March 31, 2026—\$142,178.40 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2025-0153 |
| Peggy Lund | | | |
| 8. | Master Contract Renewals 2 of 3 for technical services in support of Project Management Office, CHHS, and Information Technology projects from May 1, 2025, through April 30, 2026, with: | Approve | RFP 5435-21 |
| | a. Arch Staffing & Consulting, LLC (Miami, FL)—\$150,000. | | OPR 2022-0344 |
| | b. Volt Management Corporation (Orange, CA)—\$150,000. | | OPR 2022-0412 |
| (Council Sponsors: Council Members Dillon and Cathcart) | | | |
| Peggy Lund | | | |
| 9. | Sole Source Contract Renewal with Oracle America, Inc. (Los Angeles, CA) for Oracle license software maintenance and support from April 21, 2025, through April 20, 2026—\$213,030.57 (plus tax). (Council Sponsors: Council Members Cathcart and Dillon) | Approve | OPR 2019-0314 |
| Peggy Lund | | | |

- | | | |
|--|----------------|----------------------|
| <p>10. No-Cost Extension to Grant Agreement with the Washington Military Department and the U.S. Department of Homeland Security accepting the State and Local Cyber Security Grant Program Award for implementation of Cisco Identity Service Engine from September 30, 2024, through December 31, 2024. (Council Sponsors: Council Members Dillon and Cathcart) Dan Wordell</p> | <p>Approve</p> | <p>OPR 2024-0101</p> |
| <p>11. Amendment to Grant Agreement with the Washington Military Department and the U.S. Department of Homeland Security accepting the State and Local Cyber Security Grant Program Award to add Project 2, the upgrade of Riverside Park Water Reclamation Facility Network Switches from December 31, 2024, through March 31, 2026—\$100,983. (Council Sponsors: Council Members Dillon and Cathcart) Dan Wordell</p> | <p>Approve</p> | <p>OPR 2024-0101</p> |
| <p>12. Contract Renewal 2 of 4 with Compunet, Inc. (Grangeville, ID) for Cisco Smartnet support and maintenance from March 1, 2025, through February 28, 2026—\$359,715.54 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) Del Murphy</p> | <p>Approve</p> | <p>OPR 2023-0315</p> |
| <p>13. No-cost Contract Extension with Central Square Technologies, LLC (formerly Superior, LLC) (Lake Mary, FL) for administration of the False Alarm Program for the Spokane Police Department from January 31, 2025, through January 30, 2026. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Teresa Fuller</p> | <p>Approve</p> | <p>OPR 2011-0535</p> |

The following item was deferred to the April 21, 2025, Agenda, during the March 10, 2025, 3:30 p.m. Agenda Review Session (OPR 2025-0199):

- | | | |
|---|--|---------------------------------|
| <p>14. Development Reimbursement Agreement for the Seven Mile Sewer Pump Station. (Council Sponsor: Council Member Dillon) Marlene Feist / Eldon Brown</p> | <p>Approve & Authorize Contract</p> | <p>OPR 2025-0199</p> |
| <p>15. Report of the Mayor of pending:</p> <p style="padding-left: 40px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | <p>Approve & Authorize Payments</p> | <p>CPR 2025-0002</p> |

- b. Payroll claims of previously approved obligations through _____, 2025: \$_____ CPR 2025-0003

16. Meeting Minutes: Approve All

- a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013
- b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS AND FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2025-0017 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1202, consisting of approximately 14.24 acres, located immediately west of tax parcel 15365.1201, and grant and execute on a right of first refusal on 17.96-acres of adjacent and contiguous property located in the same Spokane County Tax Parcel No. 15365.1202. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Todd Woodard
- RES 2025-0018 Approving settlement of claim for damages of Dan Eakin—\$125,821.49. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Matt Boston
- RES 2025-0019 Preserving non-partisan elections and protecting voter engagement by opposing House Bill 1339 and the shift of municipal elections to even-numbered years. (Council Sponsors: Council Members Cathcart and Bingle)
Council Member Cathcart
- RES 2025-0020 Preserving Spokane’s 2023 Anti-Encampment Ballot Initiative (Proposition 1) in the City of Spokane and other community public safety initiatives. (Council Sponsors: Council Members Bingle and Cathcart)
Council Member Bingle

ORD C36641 Relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code. (Deferred from March 10, 2025, Agenda, during the March 3, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Matt Boston

Cathcart Proposed Amendment filed February 12, 2025, withdrawn during March 10, 2025, 3:30 p.m. Agenda Review Session

Cathcart Proposed Amendment:

- ~~Request motion to amend Final Reading Ordinance C36641 with an updated revised version filed February 12, 2025, and included in agenda packet under Final Reading Ordinance C36641.~~

Cathcart Proposed Amendment No 1.:

- Request motion to amend Final Reading Ordinance C36641 with an updated revised version filed March 12, 2025, and included in the agenda packet under Final Reading Ordinance C36641.

Cathcart Proposed Amendment No. 2:

- Request motion to amend Final Reading Ordinance C36641 with proposed updates filed March 12, 2025 and included in the agenda packet under Final Reading Ordinance C36641.

ORD C36646 (To be considered under Hearings Item H1.)

FIRST READING ORDINANCES

ORD C36647 Recodifying a section relating to animals into the correct chapter; repealing SMC Chapter 10.24 and Section SMC 10.24.060; and adopting new Section 10.74.075 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Adam McDaniel

ORD C36648 Relating to mechanical newspaper dispensers; repealing Section 08.02.0212 and Chapter 10.38 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Adam McDaniel

ORD C36649 Relating to the Purchasing & Contracts department and Director of Purchasing and Contracts; amending Sections 03.01A.315, 07.06.020, 07.06.030, 07.06.035, 07.06.097, 07.06.155, 07.06.160, 07.06.170, 07.06.173, 07.06.190, 07.06.200, 07.06.220, 07.06.270, 07.06.290,

07.06.310, and 07.06.330 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)

Adam McDaniel

ORD C36650 Relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)

Adam McDaniel

ORD C36651 Consolidating the general business license and regulatory business license codes into a single code section; clarifying licensing requirements under state law; eliminating conflicting and duplicative code and regulatory requirements; repealing SMC Chapter 04.04 and SMC Sections 08.01.025, 08.01.110, 08.01.130, 08.01.200, 08.01.210, 08.01.230, and 08.01.320; adopting a new SMC Section 08.01.321; amending SMC Sections 08.01.020, 08.01.070, 08.01.090, 08.01.120, 08.01.150, 08.01.160, and 08.01.220 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)

Adam McDaniel

ORD C36652 Correcting municipal code references resulting from the streamlining of general business and regulatory licensing processes and procedures; amending Sections 10.23A.010, 10.23A.020, 10.23A.070, 10.25.010, 10.26.010, 10.26.070, 10.29.010, 10.29.020, 10.29.031, 10.29.060, 10.29.070, 10.39.070, 10.40.010, 10.40.025, 10.41A.010, 10.41A.040, 10.42.030, 10.51.020, 10.51.110, 10.51.130, 10.515.060, 10.52.020, 10.52.030, 10.55.020, and 17C.316.050; repealing Sections 10.23A.075, 10.28.020, and 10.40.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)

Adam McDaniel

ORD C36653 Relating to the public ways and property, adopting new sections 12.13, 12.13.010, 12.13.020, 12.13.030, 12.13.040, 12.13.050, 12.13.060, 12.13.070, 12.13.080, 12.13.090, 12.13.100, 12.13.110, 12.13.200, 12.13.210, 12.13.220, 12.13.230, 12.13.240, and 12.13.250; to chapter 12 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Bingle and Dillon)

Spencer Gardner

ORD C36654 Relating to utility cost recovery methods, repealing SMC 13.03.0702, 13.03.0704, 13.03.0706, 13.03.0708, 13.03.0710, and 13.03.0712 to chapter 13.03; amending 13.08.010, and 13.08.020 to chapter 13.08; and adding new SMC sections 13.08.200, 13.08.210, 13.08.220, 13.08.230, 13.08.240, 13.08.250, 13.08.300, 13.08.310, 13.08.320, 13.08.330, 13.08.340, 13.08.350, and 13.08.360 to chapter 13.08 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Dillon)

Marlene Feist

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | |
|---|---|-------------------|
| <p>H1. Final Reading and Hearing on Interim Zoning Ordinance C36646 concerning permitting and encouraging construction projects in downtown Spokane; fixing inconsistencies in height limits between zones; adopting a new Chapter 17C.425 SMC, Interim Height Limits; setting a public hearing; and establishing a work program. (Deferred from March 10, 2025, Agenda, during the March 3, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Spencer Gardner</p> | <p>Hold Hearing/ Close Hearing/ Adopt Upon Roll Call Vote</p> | <p>ORD C36646</p> |
|---|---|-------------------|

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://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) 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.

Motion to Approve Updated Draft Agenda for March 24, 2025
(per Council Rule 2.1.B)

ADJOURNMENT

The March 24, 2025, Regular Legislative Session of the City Council is adjourned to March 31, 2025.

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 also 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/24/2025

Date Rec'd 3/3/2025

Clerk's File # CPR 1981-0400

Cross Ref #

Project #

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM 6779

Requisition #

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name APPOINTMENT OF ALEXI CASTILLA TO THE SPOKANE PUBLIC LIBRARY BOARD

Agenda Wording

Mayor Brown has appointed Alexi Castilla to the Spokane Public Library Board of Trustees for a term of April 1, 2025 - April 1, 2030.

Summary (Background)

Spokane Public Library is a quasi-department of the City of Spokane. Each year, the City allocates a portion of the general fund to the Library. The Library Board of Trustees is a group of five citizen volunteers who oversee the administration of the Library.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | |
| Legal | |
| For the Mayor | SCOTT, ALEXANDER |
| Distribution List | |
| | amcdaniel@spokanecity.org |
| | |
| | |
| | |

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|--|
| Committee Date | March 24, 2025 |
| Submitting Department | Mayor's Office |
| Contact Name | Adam McDaniel |
| Contact Email & Phone | amcdaniel@spokanecity.org 625-6779 |
| Council Sponsor(s) | Please enter the name of the Council Sponsor(s) |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Appointment of Alexi Castilla to the Spokane Public Library Board of Trustees |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>Mayor Brown has appointed Alexi Castilla to the Spokane Public Library Board of Trustees for a term of April 1, 2025 – April 1, 2030.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Spokane Public Library is a quasi-department of the City of Spokane. Each year, the City allocates a portion of the general fund to the Library. The Library Board of Trustees is a group of five citizen volunteers who oversee the administration of the Library.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p><u>N/A</u></p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p> | |

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

This appointment aligns with the appointment of library trustees requirements of [RCW 27.12.190](#).

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | |
|---|--|-------------------------|
| Date Rec'd | | 2/18/2025 |
| Clerk's File # | | OPR 2025-0193 |
| Cross Ref # | | |
| Project # | | |
| Submitting Dept | FLEET SERVICES | Bid # |
| Contact Name/Phone | RICK GIDDINGS 625-7706 | Requisition # |
| Contact E-Mail | RGIDDINGS@SPOKANECITY.ORG | |
| Agenda Item Type | Purchase w/o Contract | |
| Council Sponsor(s) | PDILLON MCATHCART | |
| Sponsoring at Administrators Request | NO | |
| Lease? NO | Grant Related? NO | Public Works? NO |
| Agenda Item Name | 5100 - VEHICLE PRE-PURCHASE APPROVAL FOR VARIOUS DEPARTMENTS | |

Agenda Wording

Fleet Services is seeking pre-purchase approval for 17 vehicles requested by various departments as part of the planned and budgeted purchases for 2025. Total expenditure is not to exceed \$1,769,000.

Summary (Background)

Pre-purchase approval is necessary to ensure efficient, effective, and timely vehicle acquisition. Department specific expenditure as follows: Code Enforcement - \$84,000; Development Services - \$84,000; Engineering - \$108,000; IT - \$84,000; Wastewater Maintenance - \$782,000; Wastewater Treatment - \$546,000, Water - \$81,000. Specific requested vehicle types are included in supporting documentation.

What impacts would the proposal have on historically excluded communities?

Vehicles support mission of departments to provide services equitably across 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?

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City Capital Improvement Plan and City Centralized Fleet Policy.

Council Subcommittee Review

No Subcommittee for this topic.

| | | |
|--|---------------------|------------------------------------|
| Fiscal Impact | | |
| Approved in Current Year Budget? YES | | |
| Total Cost | \$ 1,769,000 | |
| Current Year Cost | \$ 1,769,000 | |
| Subsequent Year(s) Cost | \$ \$0 | |
| <u>Narrative</u> | | |
| Vehicles will be purchased using competitive contracts or competitive bid process following all City Purchasing Rules. | | |
| Amount | | |
| Budget Account | | |
| Expense | \$ 1,769,000 | # Various Departments and Accounts |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Funding Source | | One-Time |
| Funding Source Type | | Program Revenue |
| 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 | |
| Division Director | STRATTON, JESSICA | |
| Accounting Manager | ZOLLINGER, NICHOLAS | |
| Legal | HARRINGTON, | |
| For the Mayor | PICCOLO, MIKE | |
| Distribution List | | |
| | | rgiddings@spokanecity.org |
| Tprince@spokanecity.org | | |
| | | |
| | | |

2025 Pre-Purchase List (First Round)

| Department | Vehicle Type | Similar to Make/Model | Estimated Cost | Quantity | Total |
|------------------------|-------------------------|-------------------------------|----------------|----------|--------------|
| Code Enforcement | Small AWD SUV | Ford Mach-E EV AWD | \$42,000 | 2 | \$84,000.00 |
| Development Services | Small AWD SUV | Ford Mach-E EV AWD | \$42,000 | 2 | \$84,000.00 |
| Engineering | 1/2 Ton EV Pickup | Ford F150 Lightning EV | \$54,000 | 2 | \$108,000.00 |
| IT | Small AWD SUV | Ford Mach-E EV AWD | \$42,000 | 2 | \$84,000.00 |
| Wastewater Maintenance | 1/2 Ton EV Pickup | Ford F150 Lightning EV | \$54,000 | 3 | \$162,000.00 |
| Wastewater Maintenance | Combination Sewer Truck | Kenworth Vactor 2000 | \$620,000 | 1 | \$620,000.00 |
| Wastewater Treatment | Dump Truck | Western Star 49X | \$300,000 | 1 | \$300,000.00 |
| Wastewater Treatment | Pup Trailer | Workman WP3ZTVFNA | \$150,000 | 1 | \$150,000.00 |
| Wastewater Treatment | 1/2 Ton EV Pickup | Ford F150 Lightning EV | \$54,000 | 1 | \$54,000.00 |
| Wastewater Treatment | Small AWD SUV | Ford Mach-E EV AWD | \$42,000 | 1 | \$42,000.00 |
| Water | AWD Cargo Van | Mercedes 2500 Sprinter Diesel | \$81,000 | 1 | \$81,000.00 |

| Department | Total |
|------------------------|--------------------|
| Code Enforcement | \$84,000 |
| Development Services | \$84,000 |
| Engineering | \$108,000 |
| IT | \$84,000 |
| Wastewater Maintenance | \$782,000 |
| Wastewater Treatment | \$546,000 |
| Water | \$81,000 |
| Total | \$1,769,000 |

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|-------------|
| Date Rec'd | | 2/18/2025 | |
| Clerk's File # | | OPR 2021-0628 | |
| Cross Ref # | | | |
| Project # | | | |
| Submitting Dept | WATER & HYDROELECTRIC SERVICES | Bid # | RFQ 5467-21 |
| Contact Name/Phone | LOREN SEARL 509-625-7821 | Requisition # | VB |
| Contact E-Mail | LSEARL@SPOKANECITY.ORG | | |
| Agenda Item Type | Purchase w/o Contract | | |
| Council Sponsor(s) | BWILKERSON | JBINGLE | KKLITZKE |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 4100 MCGARD FIRE HYDRANT LOCKS & WRENCHES – VALUE BLANKET | | |

Agenda Wording

Water Department renewal of the McGard, LLC (Orchard Park, NY) Value Blanket Order - Bid # 5467-21 McGard Fire Hydrant Locks and Operating Wrenches for two additional years.

Summary (Background)

Water Department renewal of McGard Hydrant Locks and Wrenches for additional years. This value blanket will continue to protect the City of Spokane Water supply from cross contamination, by preventing illegal fire hydrant usage. Annual spend is estimated at \$750,000.00 including tax.

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. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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 | \$ 1,500,000.00 |
| Current Year Cost | \$ 750,000.00 |
| Subsequent Year(s) Cost | \$ 750,000.00 |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Revenue \$ 1,500,000.00 | # 4100-42440-94350-56595-99999 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | One-Time |
| Funding Source Type | Program Revenue |
| Is this funding source sustainable for future years, months, etc? | |
| 4100-42440-94350-56595-99999 | |
| | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| | |
| Approvals | |
| Dept Head | SEARL, LOREN |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Additional Approvals | |
| <u>PURCHASING</u> | PRINCE, THEA |
| | |
| | |
| Distribution List | |
| rrpenaluna@spokanecity.org | nrussell@spokanecity.org |
| tprince@spokanecity.org | tlester@spokanecity.org |
| | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|---|
| Committee Date | 2-20-25 Council 3-10-25 |
| Submitting Department | Water & Hydroelectric Services |
| Contact Name | Loren Searl |
| Contact Email & Phone | Lsearl@spokanecity.org 509-625-7821 |
| Council Sponsor(s) | Wilkerson, Bingle, Klitzke |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 4100 MCGARD FIRE HYDRANT LOCKS & WRENCHES – VALUE BLANKET RENEWAL |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p><u>AGENDA WORDING</u></p> <p>Water Department renewal of the McGard, LLC (Orchard Park, NY) Bid # 5467-21 Hydrant Lock and Wrenches for 2 additional years.</p> <p><u>SUMMARY</u></p> <p>Water Department renewal of McGard Hydrant Locks and Wrenches for additional years. This value blanket will continue to protect the City of Spokane Water supply from cross contamination, by preventing illegal fire hydrant usage. Annual spend is estimated at \$750,000.00 including tax.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,500,000.00</u></p> <p style="padding-left: 40px;">Current year cost: \$750,000.00</p> <p style="padding-left: 40px;">Subsequent year(s) \$750,000.00</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? 4100-42440-94350-56595-99999</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| <p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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.



McGard LLC.

3875 California Road
Orchard Park, NY, 14127
Tel: 706-340-4031
Fax: 844-451-9632
rglass@mcgard.com

Quote/Confirming Order

| | |
|----------------------|------------|
| Order# | 4451.1 |
| Date | 02/17/2025 |
| Sales Rep. | Rick Glass |
| Customer PO # | |
| Customer # | 250422 |

Bill To:

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
914 E. NORTH FOOTHILLS
SPOKANE, WA 99207

Tel: 509-625-7851
Fax:

Ship To:

CITY OF SPOKANE
ATTN: RECEIVING
914 E. NORTH FOOTHILLS
SPOKANE, WA 99207

Tel:
Fax:

| Line # | Qty | Part Number | Cust Part # | Description | Unit Price | Ext. Price |
|--------|------|-------------|-------------|-------------------------------|------------|------------|
| 1 | 1.00 | 130323 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 2 | 1.00 | 130324 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 3 | 1.00 | 130325 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 4 | 1.00 | 130326 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 5 | 1.00 | 130327 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 6 | 1.00 | 130328 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 7 | 1.00 | 130329 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 8 | 1.00 | 130330 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 9 | 1.00 | 130331 | | HYDRANT LOCK ASSEMBLY | \$249.40 | \$249.40 |
| 10 | 1.00 | 131347 | | HYD.ADPT(M&H 929): 1-3/8 PENT | \$51.80 | \$51.80 |
| 11 | 1.00 | 130003 | | HYDRANT WRENCH SHRT HNDL | \$99.76 | \$99.76 |
| 12 | 1.00 | 110120 | | NUTDRIVER (G): LONG SHAFT | \$32.35 | \$32.35 |

Subtotal \$2,428.51

Key Authorization:

N/A

Ship VIA:

FedEx Freight

Lead Time:

2-14 Weeks ARO

Shipping Terms:

Total

\$2,428.51

Requested Ship Date:

Terms of Sale:

NET 30 DAYS

Last 4 Digits of Credit Card/ Exp:

N/A

Comments:

131347 Adapter must be used with 130328 and 130331 locks.

There is a \$400 minimum order requirement on all in-stock products except keys. Returns for credit on all non-custom items must be pre-approved and within 60 of the original invoice date. A 15% restocking fee will be charged on all orders approved for return. An RGA number must accompany all returns. Orders will be processed on the business day the key registration form is returned by the end user.

CUSTOM orders cannot be canceled. The customer assumes responsibility of purchase. McGard administers a No Refund, No Return, No Exchange Policy with each CUSTOM order. All Durashield, and Hydrant Lock Orders are considered CUSTOM orders.

This is a quote. Quotes are guaranteed for 30 days from the date of its origin. To order, please provide a Purchase Order based on this quote, or sign below as your confirmation to proceed with this order.

**Prices are FOB McGard
Orchard Park, NY
unless otherwise
specified.**

Signature:

Date:

Print Name:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2025

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 USI Insurance Services LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000 | CONTACT NAME: Casey Reinhardt PHONE (A/C, No, Ext): 716 314-2000 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: casey.reinhardt@usi.com | | |
| INSURED LD McCauley, LLC and McGard, LLC 3875 California Road Orchard Park, NY 14127 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Zurich American Insurance Company | | 16535 |
| | INSURER B : Federal Insurance Company | | 20281 |
| | INSURER C : Great Northern Insurance Company | | 20303 |
| | 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | GLO0381339 | 07/01/2024 | 07/01/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$250 Comp <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500 Coll | X | X | BAP0381340 | 07/01/2024 | 07/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | X | 79823925 | 07/01/2024 | 07/01/2025 | EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WC0381338 | 07/01/2024 | 07/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Contractor's Equi | | | 35818781 | 07/01/2024 | 07/01/2025 | \$100,000 per occurence |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****Please see additional pages for Project Specific Information** To the extent covered by endorsements:**
General Liability:
U-GL-2162- Additional Insured Automatic Owners, Lessees or Contractors
U-GL-1345-General Liability Supplemental Coverage Endorsement Includes Waiver of Subrogation, Primary & Non-contributory (See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

DESCRIPTIONS (Continued from Page 1)

U-GL-1521-Blanket Notification To Others of Cancellation or Nonrenewal

Auto:

CA 20 01-DDL INSD-LESSOR U-CA-387-A (Ed. 07/94) SCHEDULE OF LOSS PAYEE(S)

U-CA-424-Coverage Extension Endorsement New York Includes Waiver of Subrogation, Additional Insured, and Primary & Non-contributory

U-CA-832-Blanket Notification To Others of Cancellation or Nonrenewal

Workers Compensation:

WC000313-Waver of Our Right to Recover From Others Endorsement

WC990643-Blanket Notification To Others of Cancellation or Nonrenewal Endorsement

My DOR



< **Letters**

Account

License

603008488-001-0001

MCGARD LLC

> [Print Letter](#)

Letter

Business License (My DOR)

Menu



1 of 2



Show Thumbnails





STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

MCGARD LLC
3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
MCGARD LLC

Issue Date: Mar 15, 2024
Unified Business ID #: 603008488
Business ID #: 001
Location: 0001
Expires: Apr 30, 2025

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

UBI: 603008488 001 0001

MCGARD LLC
3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

STATE OF WASHINGTON

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Expires: Apr 30, 2025



Director, Department of Revenue



Contact us

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 2/18/2025 |
| | | Clerk's File # | OPR 2025-0190 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | WATER & HYDROELECTRIC SERVICES | Bid # | RFQ 6258-24 |
| Contact Name/Phone | LOREN SEARL 509-625-7821 | Requisition # | RE 20689 |
| Contact E-Mail | LSEARL@SPOKANECITY.ORG | | |
| Agenda Item Type | Purchase w/o Contract | | |
| Council Sponsor(s) | BWILKERSON JBINGLE KKLITZKE | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 4100 WATER METER TEST BENCH REPLACEMENT | | |

Agenda Wording

Replacement and upgrade of the water meter test bench.

Summary (Background)

The current water meter test bench used for testing the accuracy of meters ranging in size from 5/8" through 10" is over 25 years old and no longer serviceable. A request for bid #6258-24 was placed and Mars Company was the low bidder including tax for \$1,302,532.56 . Water department recommends awarding to the lowest 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. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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 | \$ 1,302,532.56 | | |
| Current Year Cost | \$ 1,302,532.56 | | |
| Subsequent Year(s) Cost | \$ | | |
| <u>Narrative</u> | | | |
| N/A | | | |
| Amount | | | |
| Budget Account | | | |
| Revenue | \$ 1,302,532.56 | # 4100-42490-94340-56501-11119 | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Funding Source | | One-Time | |
| Funding Source Type | | Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | | | |
| 4100-42490-94340-56501-11119 | | | |
| Expense Occurrence | | One-Time | |
| Other budget impacts (revenue generating, match requirements, etc.) | | | |
| N/A | | | |
| Approvals | | Additional Approvals | |
| Dept Head | SEARL, LOREN | <u>PURCHASING</u> | WAHL, CONNIE |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | BAIRD, CHRISTI | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |
| Distribution List | | | |
| nrussell@spokanecity.org | | rrpenaluna@spokanecity.org | |
| tprince@spokanecity.org | | tlester@spokanecity.org | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|--|
| Committee Date | 2-24-25 Council 3-10-25 |
| Submitting Department | Water & Hydroelectric Services |
| Contact Name | Loren Searl |
| Contact Email & Phone | Lsearl@spokanecity.org 509-625-7821 |
| Council Sponsor(s) | Wilkerson, Bingle, Klitzke |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 4100 Water Meter Test Bench Replacement |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p><u>AGENDA WORDING</u></p> <p>Replacement and upgrade of the water meter test bench.</p> <p><u>SUMMARY</u></p> <p>The current water meter test bench used for testing the accuracy of meters ranging in size from 5/8" through 10" is over 25 years old and no longer serviceable. A request for bid #6258-24 was placed and Mars Company was the low bidder including tax for \$1,302,532.56 . Water department recommends awarding to the lowest bidder.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,302,532.56</u></p> <p> Current year cost: \$1,302,532.56</p> <p> Subsequent year(s) NA</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? 4100-42490-94340-56501-11119</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| <p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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.

ITB 6258-24

Water Meter Test Bench - Water Department

| Reference Number | Description | UOM | Quantity |
|------------------|---|-----|----------|
| | | | ARO |
| #1 | Water Meter Test Bench Project Lump Sum | Ea | 1 |
| | Subtotal | | |
| | Tax 9% | | |
| | | | |

| |
|---------------------------------|
| |
| |
| OW Investors LLC dba MARS Water |
| 120 days |
| \$1,194,984.00 |
| \$1,194,984.00 |
| \$107,548.56 |
| \$1,302,532.56 |

Bid Response Summary

Bid Number PW ITB 6258-24
Bid Title Water Meter Test Bench - Water Department
Due Date Monday, February 10, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company OW Investors LLC dba MARS Water
Submitted By mgutierrez@marswater.com mgutierrez@marswater.com - Monday, February 10, 2025 11:29:03 AM [(UTC-08:00) Pacific Time (US & Canada)]
 mgutierrez@marswater.com

Comments

Question Responses

| Group | Reference Number | Question | Response |
|---------------------|---------------------------|--|---|
| Default Item Group | | | |
| | CONTACT INFORMATION | 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. | Maurice Gutierrez, Vice President email - mgutierrez@marswater.com Tel. No. (352) 843-9014 |
| Council Approval | | | |
| | 1 | This purchase is subject to City Council approval. Approval is anticipated by Late March 2025. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued. | Understood and Agreed |
| GENERAL INFORMATION | | | |
| | VENDORS'S REPRESENTATIONS | The Vendor by making its Bid represents that it has read and understands the specifications, and familiarized the Work is to be performed. | I acknowledge and agree |
| | INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
| | | | |

| | | |
|-------------------|---|---|
| Background | <p>The City of Spokane Water & Hydroelectric Services Department is seeking bids for a fully automated water meter test bench assembly, necessary computer software/hardware, testing and training, and all related appurtenances necessary for the successful turnkey operation of the water meter test bench assembly. This includes furnishing all materials, equipment, and personnel necessary to successfully provide Department with the specified water meter gravimetric test bench assembly with a fully automated measuring system.</p> | I acknowledge and agree |
| AWARD OF CONTRACT | <p>Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.</p> | I acknowledge and agree |
| LEAD TIME | <p>Vendor specifies the Water Meter Test bench quoted shall be delivered within the following number of business days ARO:</p> | 120 days from the date of the notice to proceed |
| Delivery | <p>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.</p> | I acknowledge and agree |
| PAYMENT | <p>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 immediately make every effort to settle the disputed amount.</p> | I acknowledge and agree |
| | | |

| | | |
|------------------------------------|--|---|
| INVOICING | Invoices must be submitted to the Water & Hydroelectric Department. •Invoices shall reference and list OPR #2025-XXXX. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to WaterAccounting@spokanecity.org. | I acknowledge and agree |
| REJECTION OF BIDS | The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown. | I acknowledge and agree |
| COMPLETION TIME | The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by August 31, 2025. | I acknowledge and I agree |
| EXCEPTIONS | If you took exception to any of the above, explain in detail. | The exceptions to Spokane agreements have been added to the respective contracts with changes and comments have been tracked. |
| MISCELLANEOUS DOCUMENTATION UPLOAD | Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading. | |
| Sales Tax | The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in 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 |
| | | |

| | | |
|-----------------------------------|---|---------------------------------------|
| 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 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 www.dor.wa.gov or 360-705-6741 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 |
| Business Registration Requirement | Supplier's Business Registration No. | |
| BID | | |
| 1 | The Vendor has reviewed and understands the document entitled ITB 6258-24 Water Meter Test Bench - Water Department Project Bid Document" as well as the Specs and Photos in the 'Documents' tab. | I acknowledge and agree |
| 2 | Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. | I acknowledge and I agree |
| 3. | Please download the Central IT Requirements Bid Document in the 'Documents' tab, complete, and upload the completed document here. | Central IT Technical Requirements.pdf |
| 4. | The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date. | I acknowledge and I agree |
| ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | 2 |
| 5. | Bidders must UPLOAD HERE, a cover letter stating qualifications for supplying specified product on contract with the City of Spokane. | MARS overview.pdf |
| | | |

| | | |
|--------------------|---|---|
| 7. | Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here | Spokane Agreements.pdf |
| TERMS & CONDITIONS | | |
| #1 | Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", 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. | I do not acknowledge and I do not agree |
| #2 | Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above. | MARS has uploaded exceptions to the City of Spokane's legal documents, and in addition, MARS is using a 2,500-gallon test tank for the large test bench. To test 8-inch ultrasonic and mechanical meters, the large test bench will need a 2,500-gallon and not a 1,500-gallon test tank. |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|-----------------------|------------------|---|------|-----------------|----------|----------------|----------------|---------|
| BID | | | | | | | | |
| | #1 | Water Meter Test Bench Project Lump Sum | Base | Ea | 1.00 | \$1,194,984.00 | \$1,194,984.00 | |
| Total Base Bid | | \$1,194,984.00 | | | | | | |



A. Company Profile and Qualifications/Experience

MARS Company, based in Ocala, Florida, has been a leader in water meter testing technology and services since its founding in 1986. The company delivers accurate, reliable, and traceable solutions worldwide to municipal and private utilities. Our core competencies of Accuracy, Reliability, and Traceability are the foundation on which we build sustainable revenue recovery solutions for municipal and private utilities worldwide. MARS provides testing solutions for all your water meter needs, from our Test Bench Systems and M3 Enterprise Software to our field-testing equipment and in-house testing services. MARS employees are close teams of passionate people based in Ocala, FL, USA.

Technologies and Services:

- **Water Meter Test Bench Systems:** MARS designs and manufactures patented test bench systems that comply with American Water Works Association (AWWA) standards. MARS test benches are the only systems in the industry that comply with ultrasonic meter testing Standards C-715. Manufacturers and utilities use these systems to ensure water meter accuracy and reliability.
- **M3 Enterprise Software:** The company offers M3, an enterprise-grade software solution that manages and analyzes water meter testing data, enhancing utilities' operational efficiency. From pass/fail results to non-revenue loss estimation due to inaccurate meters, best metering technology selection for your operation, and predictive analysis, M3 facilitates intelligent data for informed decision-making. MARS's M3 software is updated annually to ensure up-to-date AWWA standards testing and continuous improvements to operational efficiency and accuracy of water meter testing. Please note, this is MARS' subscription-based software, and MARS is not including this software version in our bid based on The City of Spokane's request for non-subscription-based software.
- **M3 Lite Perpetual Software License Version:** MARS M3 Lite Perpetual License Version is a limited-functioning version of the M3 Enterprise annual subscription-based software that offers a scaled-down version for applications that do not require the advanced software functionality requirements of the full M3 Enterprise Version. MARS provides customer support and updates for this software for one year from the date of acceptance by the City. Upon request, MARS would be pleased to review the detailed functionality of the M3 Lite Perpetual License Version and answer any questions.
- **Maintenance, Calibration, and Certification Services:** Through its Maintenance Calibration Certification (MCC) program, the company offers calibration, certification, technical assistance, preventative maintenance, training, spares management, and on-site maintenance. MARS helps maintain the continuity of institutional meter testing knowledge in your operation.
- **Portable Field Meter Testers:** MARS provides the VEROfFlow family of portable field meter testers, including models like the VF-1 for residential applications and the VF-4 for large meter testing. The VEROfFlow-10 (VF-10) is the latest member of the VEROfFlow mobile meter testing product line and is designed as a device for high-accuracy field testing of large water meters. The system architecture uses state-of-the-art turbine technology, including industry-leading 22-point linearization, to address and replace inherent standard meter test



accuracy curves. It is fully automated, and there is no need for a traditional correction card. These devices enable utilities to verify meter accuracy on-site, ensuring revenue protection and customer satisfaction.

MARS Company has a proven track record of assisting utilities in enhancing revenue recovery through accurate water meter testing and technology solutions. MARS' support service covers the project development cycle from assessment, estimation, test bench configuration, installation, training, and after-the-sale customer support. The company's commitment to our customers' innovation and quality has established it as a leader in the water meter testing sector.

Proposal Summary:

The proposed system configuration will allow your organization to “grade” its meters (both existing and new), test more meters at a time, reduce test time, generate highly accurate results (repeatable within ¼ of 1%), and certify your employees by training and assisting with the installation of the System. The result will be increased productivity, more accurate meters, and, most importantly, reduced **revenue loss**.

Each Test Bench System is automated, allowing the operator to perform other functions while executing the meter testing. The Meter Testing System provides:

- Test Meters Faster - Gravimetric testing equipment operates faster than traditional volumetric meter testing equipment.
- Automated and Computerized – Accurate and remote attended meter testing with data accessible by your network.
- NIST Traceable Scale Systems – Repeatable accuracy to within 1/10%. The test results speak directly to the Courts.

The Test Bench System, with the Gravimetric System, includes scales, complies with American Water Works Association (AWWA) standards, and is traceable to NIST (National Institute of Standards and Technology) Handbook 44 specifications.

Many changes within the industry have occurred over the past few years, including:

- Technology requirements demanded by the User Community
- Meter Technology changes and enhancements provided by the meter manufacturers
- The C715 Ultrasonic and Electronic Register Meter Standard
- The demand for more data by the User Community, such as meter reading statistics and facts for trending and analytics
- Technology within the computer and manufacturing sectors
- Reliance on the data provided by Meter Operations

MARS Company has strategically developed products and solutions to maintain its leading position in the Water Meter Test Bench and Meter Testing industry. Product development includes hardware and software enhancements, the placement of core industry talent and expertise, and programs to ensure the accuracy and integrity of your meter testing investment. MARS test benches are the only



systems in the industry that comply with ultrasonic meter testing Standards C-715. Manufacturers and utilities use these systems to ensure water meter accuracy and reliability.

Water utilities are consistently challenged to improve operations, increase conservation efforts, reduce non-revenue water, and provide safe, clean drinking water to their constituents in the most fiscally responsible manner. MARS Company genuinely understands the challenges faced by our customers and strives to provide new and innovative solutions to assist in meeting their needs.

B. Technical

Description of the test bench, software, and equipment:

MARS is to provide the following:

For Testing Meters - 1/2" through 2"

- One (1) MARS Series 5-1010 Test Bench System
 - Advanced Gravimetric Scale and Control System with Electronics Console
 - 10 Gal. Stainless Steel Calibrated Test Tank and High-Resolution Deck Scale
 - 100 Gal. Stainless Steel Calibrated Test Tank and Deck Scale
 - 500 Gal. Stainless Steel Calibrated Test Tank and Deck Scale
 - One (1) MARS Ultra-Low Flow Option (<1/4 GPM) for MARS Series 5-1010 Test Bench System
 - Additional Rotameter, Needle Valve, and Bench Discharge
 - **MARS Patented C715-18 Compliant Carrier Bars & Adapters**
- Provide one (1) MARS 8-inch Large Test Bench System, including:
 - Advanced Gravimetric Scale and Control System with Electronics Console
 - 10 Gal. Stainless Steel Calibrated Test Tank and High-Resolution Deck Scale
 - 100 Gal. Stainless Steel Calibrated Test Tank and Deck Scale
 - 2,500 Gal. Stainless Steel Calibrated Test Tank and Deck Scale
- Install the M3 Lite Perpetual Software License Version with the Following Modules for separately the Series 5-1010 and 8" large test bench system.
 - Core Module
 - Connectivity Module
 - Advanced Reporting Module
 - Advanced Scale Module
- One (1) Year Warranty on New Equipment
- Software License and Maintenance Fees for One (1) Year
- Turnkey Installation
- Train the Operators and Provide Certification Documents



C. References:

Company Name: City of Coeur d'Alene
Address: 3820 Ramsey Rd., Couer d'Alene, ID 83815
Contact Person: Rob Stark
Email: rstark@cdaid.org
Tel: (208) 769-2210

Company Name: City of San Diego
Address: 2797 Caminito Chollas, San Diego, CA 92105
Contact Person: Nick Hodnet
Email: nhodnett@sandiego.gov
Tel: (858) 654-4273

Company Name: City of Alameda
Address: 43885 S. Grimmer Blvd., Fremont, CA 94538
Contact Person: Robert Ells
Email: robert.ells@acwd.com
Tel: (510) 668-6590

Central IT Technical Requirements

| # | Technical Requirements | Firm Response | Comments, Explanation and/or Clarification |
|---|--|---------------|--|
| General Firm Credentials | | | |
| 1 | Firm has significant Public Sector market presence - provide number of customer implementations. | yes | 70 |
| 2 | Firm has a service support center (support and implementation personnel only) dedicated to the proposed product? | yes | dedicated support call center |
| Licensing | | | |
| 1 | Describe your licensing (user, application and database) for Hosted, SaaS or On Premises. | | Tier based on usage or standard for unlimited usage |
| Project Implementation and Training Plan | | | |
| 1 | The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources. | yes | To be provided upon award of the contract |
| 2 | Include a description of your overall approach to each of the following task areas (if applicable): | | |
| | a) System Installation | | 1 day software install |
| | b) System configuration | | Configuration is paired with install |
| | c) Data Conversion | | Raw data exports provided |
| | d) Training (A sample of training materials & documentation should be included) | | 1 full day of onsite training for software. Operators manuals included |
| | e) Test planning and execution | n/a | |
| | f) System interface design and support | n/a | |
| | g) System roll-out, procedures, and support | | regular ongoing software updates for subscription license |
| 3 | Please describe your current project management methodology. | | hybrid: agile and waterfall |
| Support | | | |
| 1 | The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement. | yes | subscription license includes updates and enhancements. Includes 1x Onsite training with purchase. Ongoing training is provided remotely for subscription customers. |
| 2 | Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period. | | phone, email, remote software support are all-inclusive to the subscription via a call center in FL. |
| 3 | Describe your escalation process for issues that are not resolved during initial call. | | Tier 1 > Tier 1 & Tier 2 > Manager |
| 4 | The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity. | | Typical response time within 1 hr M-F 8am-5pm EST. Max response time within 24hrs |
| 5 | Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system. | | kanban board, triaged accordingly, executed, QA tested, released at next update |

| | | | |
|--------------------------------------|--|-----|---|
| 6 | Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation. | | in person, phone interactions, feedback via support portal on website. Triaged based on criticality and user base. |
| 7 | Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements. | yes | 8am-5pm EST live support. Triaged for criticality after hours |
| 8 | Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc. | | Email to POC and supervisors |
| 9 | Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc. | | Ongoing support and configuration provided with standard subscription. Dedicated resources at extra cost. Remote meetings available |
| General System Specifications | | | |
| 1 | City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation. | | MSSQL SSMS IIS Updated as necessary by MARS. based on software needs |
| 2 | Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products. | | Windows 10, 11 Microsoft Edge (versions that include webview 2) QA testing completed before rollout of compatibility notice |
| 3 | City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution. | | Microsoft Edge Chrome Firefox Must connect network to server to see live data |
| 4 | Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support. | | Wireless router with static IP assignments (if applicable) Server computer Console computer (bench interface) Connectwise Control software (remote software) (if applicable) iPad (if applicable) |
| 5 | Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity. | | no explicit user or group policy established. Customer has 1 shared login by default. |

| Database Management | | | |
|------------------------------|--|-----|--|
| 1 | List any limits to data storage provided as part of your proposed solution. | | limited to 1tb storage for server package. |
| 2 | What database platforms does your product support? | | MSSQL |
| 3 | Estimated database size and memory requirements. | | 16GB system memory, Usage heavily determines DB size, although 150MB is considered large with many years of usage. |
| 4 | Specific database configuration requirements, if any. | | template database provided. Private Static IP required, clients on same subnet. |
| 5 | Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data? | | Single tenant |
| 6 | Is data available and accessible in native format to City's data management team (data extracts) on a regular basis. | yes | if connected to city network and export config established |
| Servers and Operating System | | | |
| 1 | Specify if system will be physical, virtual or an appliance. | | physical |
| 2 | Supported virtualization platforms | | none |
| 3 | Supported Operating Systems | | Windows 11 Pro |
| 4 | Number of virtual servers required | | 0 |
| 5 | Recommended drive space requirements | | 1TB |
| 6 | Recommended RAM (GB) | | 16gb |
| 7 | Recommended # of CPU | | 6+ cores |
| 8 | Recommended # of NICs | | 2 |
| 9 | Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components? | no | |
| 10 | Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions? | no | Specific local port Firewall exclusions required for SQL communication |
| Network Requirements | | | |
| 1 | Specify maximum allowed latency requirements | | 1000+ may result in degraded performance |
| 2 | Specify the typical amount of network traffic generated by this application in Mbps | | Untested, assumed <15mbps |
| 3 | Specify the minimum network bandwidth required for each client installation in Mbps | | Untested, assumed 15mbps |
| 4 | Specify all network ports that will need to be opened for both clients and network firewalls. | | 1433-1434 |
| 5 | Specify all public IP addresses that will need to be accessed by clients or servers. | | everything operational locally, offline |
| 6 | Specify any special IP address or protocol requirements for server or client PCs | | Server: Static 192.168.8.10 clients on same subnet 192.168.8.x |
| 7 | Specify remote access requirements and identify remote access users/equipment | | Hotspot connected to wireless router, excluded from city network, ConnectWise control software installed on console machine. |
| 8 | Specify physical switch port count requirements and port speed | | 1x per test bench +1 for server +1 for hotspot (WAN)(if applicable) |
| 9 | Specify any special network design requirements | n/a | |
| 10 | Specify if there are any QOS requirements | no | |

| | | | |
|--------------------------------|--|-----|---|
| 11 | Specify any telephony requirements analog and or IP | n/a | |
| 12 | Specify any wireless access requirements | | IPads require availability to server network 192.168.8.x (if applicable) |
| 13 | Specify fiber or ethernet cabling requirements | | Multi-bench systems require ethernet cabling from each bench to 1 central bench. Single bench systems don't require cabling |
| 14 | Specify power requirements for all new equipment | | UPS AVR 900 watt pre-installed in each bench. City responsibility to replace |
| 15 | Identify any certificate requirements | | Locally created SSL certs are pre-configured on each bench |
| Third Party Contracting | | | |
| 1 | Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution. | n/a | |
| 2 | If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime. | n/a | |
| Upgrades | | | |
| 1 | Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided. | | 2x annually |
| 2 | Describe your notification practices for: | | |
| | a) Planned outages | | email oh phone request and scheduled with customer |
| | b) Changes to the application and/or database | | email oh phone request and scheduled with customer |
| | c) Unplanned outages | | city calls support and reports outage |
| | d) Product sunset | | flexes based on product, but aim for at least 90 days |
| 3 | Describe any test or "sandbox" environments you would provide to the City of Spokane. | n/a | |
| 4 | Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update) | | Typically, 1 hr. |
| Access / Authentication | | | |
| 1 | Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations. | no | software does not require complexity, age, and reuse limits |
| 2 | Are passwords required to access systems processing, storing, or transmitting City of Spokane data? | yes | all users are required to enter password to open and access software. |
| 3 | Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)? | yes | role based user profiles can be established within software |

| | | | |
|---|---|-----|---|
| 4 | Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions? | no | |
| 5 | Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have? | | vendor has administrator access to the software |
| 6 | Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications. | yes | role based user profiles can be established within software |
| 7 | Does application have an auto-logout function and, if so, is that configurable? | no | When software is closed, user is required to login again, not configurable |
| Breaches | | | |
| 1 | Vendor should notify users of any system/data breach within applicable state and federal law. | yes | |
| Communications and Operations Management | | | |
| 1 | Is there a formal operational change management / change control process? | no | |
| 2 | Are separate environments for development, staging, testing/QA, and production supported and maintained? | yes | |
| 3 | Are system resources reviewed to ensure adequate capacity is maintained? | yes | |
| 4 | Are suitable tests of systems and applications carried out during development and prior to acceptance? | yes | |
| 5 | Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access? | yes | |
| 6 | Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)? | no | |
| 7 | Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time? | yes | remote software collects event logs |
| 8 | Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)? | yes | when online, automatic windows updates are executed and networking infra is manually updated when applicable. |
| 9 | Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention? | no | |
| 10 | Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling? | no | |
| 11 | Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)? | yes | |
| 12 | Is City of Spokane data ever stored on non-company managed equipment? | no | |
| Data Security and Ownership | | | |

| | | | |
|--|--|-----|--|
| 1 | Is there an information security policy? | no | |
| 2 | Have information security policies been reviewed in the last 12 months? | no | |
| 3 | Is there an individual or group responsible for security within the organization? | yes | |
| 4 | What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently? | | data is stored locally with the customer |
| 5 | City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement? | no | |
| 6 | What rights does the vendor gain with respect to use of customer data? | | help the customer gain insights to meter testing. Also the vendor uses the usage of the data to improve the software |
| 7 | What methods are available to export customer data should the contract terminate? | | customer has local physical access to all data created from the test benches |
| 8 | Is data encrypted at rest? In transit? If so, to what standard? | yes | In transit: AES-256 block encryption |
| 9 | Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties? | no | |
| 10 | What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting? | | windows event logs are retained in windows event viewer and screenconnect control software. |
| Disaster Recovery | | | |
| 1 | What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites? | | automated database back to separate internal drive on daily basis. |
| 2 | What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested? | | |
| 3 | How far back can a record/application/virtual machine be recovered? | | all test and meter data is saved and accessible from creation. |
| 4 | Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur? | | yes, notifications will be sent if significant incidents occur |
| 5 | Are alternate facilities (e.g. data centers, office locations, etc.) used? | yes | home offices |
| 6 | Please provide SLAs as it relates to the service offered. | | |
| Physical and Environment Security | | | |
| 1 | Is there a documented physical security policy? | no | |
| 2 | Do systems and applications hosting City of Spokane data reside in a data center? | no | |
| 3 | Is the data center shared with other tenants? | no | |
| 4 | What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)? | n/a | |
| Public Records | | | |
| 1 | What is the procedure to retrieve bulk data in response to a PRR? | | Requested through meter shop and data can be pulled from database |
| Standards | | | |
| 1 | Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4)) | no | |

| | | | |
|-------------------------------|---|-----|--|
| 2 | What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified? | n/a | |
| Vendor Risk Assessment | | | |
| 1 | Does vendor require software developers to attend and complete regular security training? | no | |
| 2 | Does vendor use a secure code repository? | yes | |
| 3 | Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year. | no | |
| 4 | Does the application have a documented software development lifecycle that complies with NIST SP 800-64 | no | |
| 5 | Does the vendor have a documented security testing plan? | no | |
| 6 | How does the vendor develop and manage custom code for its customers? | | forked from standard code. Its updated less often until it can be standardized into a future release |
| 7 | How often does the vendor perform periodic vulnerability scans of development environments? | | automatically |
| 8 | What priority is given to client identified security vulnerabilities? | | high priority, triaged into current development cycle |
| 9 | What is the mean time to patch or remediation of identified security vulnerabilities? | | 30-60 days |
| 10 | Has the vendor engaged in SSAE 16 efforts? | no | |
| 11 | Has the vendor had any breaches, compliance findings, or other security incidents in the last three years? | no | |
| 12 | Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)? | no | hurricane area but not critical |
| 13 | Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review? | no | |



< **Business Lookup**

License Information:

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

| | |
|--------------------------|---|
| Entity name: | OW INVESTORS, LLC |
| Business name: | MARS COMPANY |
| Entity type: | Limited Liability Company |
| UBI #: | 605-705-670 |
| Business ID: | 001 |
| Location ID: | 0001 |
| Location: | Active |
| Location address: | 3925 SW 13TH ST OCALA FL 34474-8739 |
| Mailing address: | 3925 SW 13TH ST OCALA FL 34474-8739 |



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-----------|-------|---------|--------|---------------|----------------|
| Spokane General Business - Non-Resident | | | | Active | Feb-28-2026 | Feb-06-2025 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| OW INVESTORS, LLC | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| MARS COMPANY | Active | Feb-06-2025 |

The Business Lookup information is updated nightly. Search date and time:
2/18/2025 3:22:20 PM



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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|-----------------------------------|-------------------------|---------------|
| | | Date Rec'd | 2/24/2025 |
| | | Clerk's File # | OPR 2025-0212 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | POLICE | Bid # | GS-07F-0053X |
| Contact Name/Phone | SHAWNA 370-8534 | Requisition # | RE 20699 |
| Contact E-Mail | SERNST@SPOKANEPOLICE.ORG | | |
| Agenda Item Type | Purchase w/o Contract | | |
| Council Sponsor(s) | ZZAPPONE BWILKERSON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? YES | Public Works? NO | |
| Agenda Item Name | 0680 - CRIME POINT – POLE CAMERAS | | |

Agenda Wording

Spokane Police Department seeks approval for the purchase of Crime Point pole cameras for use in investigations.

Summary (Background)

The Spokane Police Department utilizes pole cameras to temporarily monitor specific locations during an investigation. This purchase will replace several older cameras and expand the capability of our detectives. Pole cameras are placed based on investigative needs. Pricing is established via GSA contract GS-07F-0053X.

What impacts would the proposal have on historically excluded communities?

This project will aid in solving violent crimes. The Department will use the cameras for the benefit of people from all backgrounds.

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 tracks demographic information for all cases, we can determine if the use of pole cameras aided in investigations for crime victims of all backgrounds.

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

We do not intend to track the effectiveness of the new cameras. We have past experience that shows that the cameras can be instrumental for investigations.

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

This project aligns with the Spokane Police Department's Strategic Plan which seeks to reduce gun violence. Video evidence can be highly valuable in solving violent crimes.

Council Subcommittee Review

N/A

| | | | |
|--|----------------------|-------------------------------------|-------------------|
| Fiscal Impact | | | |
| Approved in Current Year Budget? YES | | | |
| Total Cost | \$ 71,211.70 | | |
| Current Year Cost | \$ 71,211.70 | | |
| Subsequent Year(s) Cost | \$ 0 | | |
| <u>Narrative</u> | | | |
| Funded for 2025 using the Byrne Technology grant (camera project). | | | |
| Amount | | | |
| Budget Account | | | |
| Expense | \$ 77,620.75(w/ tax) | # 1620-91812-94210-56412-99999 | |
| Select | \$ | # | |
| 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 | |
| <u>Dept Head</u> | COWLES, MATTHEW | <u>PS EXEC REVIEW</u> | YATES, MAGGIE |
| <u>Division Director</u> | COWLES, MATTHEW | <u>ACCOUNTING -</u> | BROWN, SKYLER |
| <u>Accounting Manager</u> | SCHMITT, KEVIN | <u>PURCHASING</u> | NECHANICKY, JASON |
| <u>Legal</u> | SZAMBELAN, TIMOTHY | | |
| <u>For the Mayor</u> | PICCOLO, MIKE | | |
| Distribution List | | SPDExecutiveStaff@spokanepolice.org | |
| SPDFinance@spokanecity.org | | Cseidel@spokanepolice.org | |
| dloucks@spokanepolice.org | | | |
| | | | |
| | | | |



www.crimepoint.net

Crime Point, Inc.

4682 Calle Bolero Suite A
Camarillo, California 93012
United States
Phone: (888) 484-9901
Fax: (805) 388-3374
ar@crimepoint.net

Estimate

Date: 01/30/2025
Valid Until: 03/31/2025
Estimate Number : 24968

BILL TO:
Spokane Police Department (WA)
1100 W. Mallon Ave.
Spokane, WA 99260

SHIP TO:
Spokane Police Department (WA)
C/O: Shawna Ernst

Agency Name:**Spokane Police Department (WA)**
Contact Name:**Shawna Ernst**

Terms:**1% 10 Net 30**

| No. | Part Number | Product Details | Quantity | List Price | Total |
|-----|-------------|--|----------|-------------|--------------|
| 1 | CUSTOM | Custom | 5 | \$ 5,022.27 | \$ 25,111.35 |
| | | Model CV4003-4G pole-mount IP video surveillance system. Qty 3-5 discount applied. | | | |
| 2 | CUSTOM | Custom | 5 | \$ 500.00 | \$ 2,500.00 |
| | | Open market: upgraded camera and power distribution board (remote reboot). | | | |
| 3 | GSA | GSA Product | 5 | \$ 7,022.07 | \$ 35,110.35 |
| | | HC-T100 Multi-disguise covert IP video surveillance system. GSA PRICING (Recorder removed.) Qty 3-5 discount applied | | | |
| 4 | GSA | GSA Product | 5 | \$ 0.00 | \$ 0.00 |
| | | HC-T100-E covert outdoor enclosure. | | | |
| 5 | CUSTOM | Custom | 5 | \$ 1,498.00 | \$ 7,490.00 |
| | | Open market: upgraded 4G modem and 1080P camera. Open Market | | | |
| 6 | | Shipping | 10 | \$ 100.00 | \$ 1,000.00 |

| | |
|--------------------|---------------------|
| Sub Total | \$ 71,211.70 |
| Tax | \$ 0.00 |
| Adjustment | \$ 0.00 |
| Grand Total | \$ 71,211.70 |

GS-07F-0053X. Open market prices unless indicated. Credit cards ineligible for prompt pay discount .

Terms and Conditions

Agency supplied data plan required for internet connectivity.
Prices quoted effective for 60 days.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|-----------|
| Date Rec'd | | 2/18/2025 | |
| Clerk's File # | | OPR 2023-0240 | |
| Cross Ref # | | | |
| Project # | | | |
| Submitting Dept | CITY ATTORNEY | Bid # | |
| Contact Name/Phone | LYNDEN 6283 | Requisition # | PAID THRU |
| Contact E-Mail | LSMITHSON@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | PDILLON MCATHCART | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT | | |

Agenda Wording

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al. This amendment will increase the contract by \$100,000 for a total contract amount of \$500,000.00.

Summary (Background)

This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022. Mediation with Plaintiff's were unsuccessful, the case is currently in a trial posture with ongoing discovery taking place. Several depositions have been taken with more scheduled.

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 | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Expense \$ 100,000 | # From Claims |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | One-Time |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | PICCOLO, MIKE |
| Division Director | GBYRD |
| Accounting Manager | BUSTOS, KIM |
| Legal | PICCOLO, MIKE |
| For the Mayor | GBYRD |
| Additional Approvals | |
| <u>PURCHASING</u> | GBYRD |
| Distribution List | |
| sestes@kbmlawyers.com | lsmithson@spokanecity.org |
| ahaile@spokanecity.org | sdhansen@spokanecity.org |
| Zach.Ray@us.davies-group.com | ddaniels@spokanecity.org |
| mdean@spokanecity.org | dstragier@spokanecity.org |
| | |



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101-3093, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF ROBERT BRADLEY, ET. AL. V. CITY OF SPOKANE, and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated February 15, 2023, 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, 2025.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

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

**KEATING, BUCKIN & MCCORMACK,
INC., P.S.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

25-029

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/19/2025

Clerk's File #

OPR 2024-0182

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 6718

Requisition #**Contact E-Mail**

JDEESE@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**

0320 - AMENDING TOURISM AND CULTURAL INVESTMENT GRANT AWARD

Agenda Wording

Request for council approval to allow grant recipient Terrain to reallocate its full award to additional events, and authorizing amendment of existing contract to accommodate the reallocation.

Summary (Background)

Recommendations from the Tourism and Cultural Investment Committee for funding allocations included Terrain BrrrZaar. It was the TACI Committee's intent that as an applicant with several events scoring highly, that Terrain would receive one \$10,000 reward that the group could use over the applied events. Unfortunately, the city contract could not necessarily accommodate that intent, and the organization preferred the allocation go towards the Terrain 15 event which had higher expenses than BrrrZaar.

What impacts would the proposal have on historically excluded communities?

Part of the scoring criteria for these applications included Diversity, Equity, and Inclusion. The Committee was very receptive to organizations that put thought into their respective responses.

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?

Funded organizations will be asked to report back to the Committee how they were successful and how the allocated funding supported their event(s).

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

Number of hotel-night stays, and replenishment of the Tourism and Cultural Investment Fund.

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?

Supports the local economy through a diverse list of events that bring tourists to Spokane on a recurring basis.

Council Subcommittee Review

Recommendations came from Tourism and Cultural Investment Committee.

| | |
|--|-----------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 10000 |
| Current Year Cost | \$ 10000 |
| Subsequent Year(s) Cost | \$ 0 |
| <u>Narrative</u> | |
| Tourism and Cultural Investment dollars come from Lodging Taxes that get reinvested into the community to support local events that attract visitors from out of town to recirculate those dollars by staying in hotels during their stay. | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Funding Source Recurring | |
| Funding Source Type Select | |
| Is this funding source sustainable for future years, months, etc? | |
| The Committee is tasked with providing dollars to events and organizations that can replenish the fund by bringing tourists to Spokane that stay in hotels. | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Dept Head | Additional Approvals |
| | <u>ACCOUNTING -</u> BROWN, SKYLER |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | HARRINGTON, |
| For the Mayor | |
| Distribution List | |
| | |
| | |
| | |
| | |



City of Spokane

NO COST CONTRACT AMENDMENT

Title: TACI AWARD CONTRACT
2024 TERRAIN

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and TERRAIN PROGRAMS, whose address is 304 West Pacific Ave, Ste 210, Spokane, WA 99201, as ("Organization"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Organization agreed to PROMOTE SPOKANE THROUGH THE 2024 BRRZAAR ; and

WHEREAS, The City desires to change the event receiving the TACI award to the Terrain 15 event;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 3, 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 January 1, 2024.

3. **AMENDMENT.** Section 1. Performance of the contract documents is amended to read as follows:

~~2024 BrrrZAAR~~
2024 Terrain 15.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

TERRAIN PROGRAMS

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Email: _____

CITY OF SPOKANE:

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Attachments that are part of this Contract Amendment:

- TACI Application for Terrain 15
- Lodging Tax Expenditure Report

demographics. Our team also has the lived experience to represent the larger Hispanic/Latine community who are impacted by intersectionality. All of our senior and executive leadership, and 86% of board members are immigrants. Our entire team has experienced socio-economic disparities that stem from low incomes. Two thirds of our senior staff team, one quarter of our executive leadership, and 42% of our board identify as part of the LGBTQIA+ community. This diversity that exists within our team allows Nuestras Raíces to consider multiple and sometimes conflicting perspectives when we design programs. Doing so ensures that interventions represent and include the diversity of experiences that exist within the Hispanic/Latine community.

BUDGET (see original spreadsheet)

ADDITIONAL INFORMATION

We typically fundraise \$30,000-\$42,000 which we roll over \$25,000 for the next year. The center does not make much from this event, but it allows us to showcase who we are, our culture and beautiful city of Spokane.

PROJECT TITLE

Terrain 15

TYPE OF PROJECT

Cultural Event

ORGANIZATION

Terrain Programs

CONTACT PERSON

Ginger Ewing

ORGS WEBSITE

terrainspokane.com

ORGS SOCIAL MEDIA

@terrainspokane across all platforms

LOCATION OF PROJECT OR EVENT

Downtown Spokane – 314 W. Riverside Ave. Spokane, WA 99201

FOR PROFIT OR NONPROFIT

Non-Profit Agency

YOUNG/ESTABLISHED/LEGACY

Established: An event will be considered established if the event has regularly been held multiple times and the organization has not relied upon TACI

AMOUNT REQUESTED

\$10,000

TOTAL PROJECT BUDGET

\$137,975

BRIEF DESCRIPTION OF YOUR ORG/BUSINESS INCLUDING MISSION OR PURPOSE FOR EXISTING.

Terrain is a groundbreaking nonprofit that believes everyone needs art—and that a more just and vibrant Spokane is possible through creativity, economic opportunity, and the collective action of everyone who dares to create. With a 16-year track record, Terrain generates meaningful, sustainable change through a process of disrupting inequitable systems, inspiring equitable alternatives, and transforming our region with both immediate and long lasting results.

Our programs and events highlight hundreds of artists and attract tens of thousands of patrons annually. This includes Terrain, the region's largest multimedia art and music show; Bazaar and BrrrZAAR, one-day art markets; From Here, a retail shop featuring 120+ local artists and makers; Terrain Gallery, one of the most respected galleries around; Creative Enterprise, a 14-week workforce development program for artists and arts-based businesses; Terrain Talks, a business workshop series for artists; and Community Projects like Spokane's Black Lives Matter Mural and This is East Central.

In 2023, Terrain's programs generated \$1,190,550 in art sales and artist payments — influencing the economic empowerment of hundreds of local artists.

Event by event, program by program, artist by artist, Terrain transforms the landscape of our city by breaking down barriers and creating platforms that inspire.

TELL US ABOUT THE PEOPLE/COMMUNITIES YOU SERVE. HOW ARE THEY REFLECTED IN THE EVENT?

Terrain serves an array of communities in Spokane, emphasizing inclusivity and equity. This includes

Artists

Black, Indigenous, and People of Color (BIPOC)

2SLGBTQIA+ Community

Low-Income Individuals

General Public

Always on the first Friday in October, Terrain is an annual, one-night-only, juried multimedia art and music event celebrating artists in the Spokane area.

Of all the things we do, our original and flagship event has become a seminal focal point in the life, work, and careers of more than 1,000 local artists. In 2023 alone, we showcased 374 artists to an audience of nearly 11,000. Terrain is a celebration of new energy and fresh ideas from all over the artistic spectrum. From painting to poetry to interactive art and film, we try to showcase a little of everything that's making the Inland Empire a more vibrant, cultural and beautiful place to live. While the multimedia works of participating artists draws attendees in, we feature interactive, immersive installations that engage attendees so they are also part of the art works—thus emulating our mission: "We all build this."

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST AND WHAT YOUR PROJECT WILL ACCOMPLISH.

This year marks the 15th anniversary of the event that started it all — our flagship event, Terrain. We intend to use the requested TACI funds to commission local artists to create site-specific, immersive experiences that not only reflect this milestone, but enhance the visitor experience. Think large-scale digital projections, literary readings in an indoor park like setting, 3-dimensional photo opportunities, and group-centered meditative activities that invite you to step into the mind of an artist.

These experiences will be largely influenced by the artists leading the charge, so while we can provide some insight into the framework for these installations, they will evolve and grow as the concept is realized.

TACI Funds will help to cover artist stipends and materials for these installations:

- Literature Park — artist stipend (\$2,000); materials (\$1,000)
- Terrain Theater — artist stipend (\$2,000); materials (\$1,000)
- 15 years of Terrain — artist stipend (\$2,000); materials (\$1,000)
- 15 years photo op — artist stipend (\$2,000); materials (\$1,000)

**WHAT TYPE OF CULTURAL INVESTMENT WILL THESE FUNDS SERVE.
(Sports, Arts, Street/Park Festivals, Culinary, Other)**

IF OTHER PLEASE EXPLAIN

Arts, Film, Music

HOW DO YOU SEE THIS BOLSTERING THE OVERALL CULTURAL SCENE OF SPOKANE?

Terrain is unlike anything else offered in Spokane, and perhaps unlike anything offered anywhere else. The Spokesman-Review described Terrain as “creating more than just an enduring annual arts exhibit and music showcase. They’ve helped to build community. Local artists view Terrain as a launchpad to make a name for themselves and to make a living in the growing creative economy of the Inland Northwest.” National acts like Sallie Ford, who played Terrain in 2009 and then went on to play David Letterman, said “I’ve never seen anything like it.”

We’re the largest multimedia art and music event in the region, and thus absolutely building a hub of culture in Spokane. Terrain is a space that allows us to envision a Spokane that celebrates and amplifies all voices, and that allows us to understand the essential role art brings to our lives.

This is heart and soul work. It’s our motto — #weallbuildthis — manifested. #weallbuildthis is the antidote to self-sufficiency and isolation. It’s kryptonite to the status quo. It’s the realization that, together, we can create a vibrant, beautiful, just Spokane centered around true connection and shared humanity.

HOW DO YOU SEE YOUR EVENT HELPING AND/OR CONNECTING WITH SURROUNDING BUSINESSES?

Our organization is known for its collaborative spirit and Terrain is no exception. In addition to routinely surveying surrounding businesses to see how the event impacts their business, we partner with a multitude of organizations and vendors in order to make our flagship event happen. Just in the past couple of years alone we’ve partnered with STCU, KH Consulting, VIP Productions, Starry Financial Group, Visit Spokane, The Grain Shed, Cody Thomas Design, Lejit Design, Standard Printing, Natural Grocers, Electric Photoland, Houdini, The Inlander, Platform Real Estate, Brickwest, Amp’d Lighting and

Audio Visual, Spalding Auto Parts, Wildland Co-operative, Spokane Public Radio, Golden Handle, Spokane International Film Festival, Incrediburger, and others!

And similar to our other large-scale events, we know people attending the flagship event tend to make a night of it, spending money at other establishments such as going to a restaurant beforehand, or having a nightcap at a local watering hole afterwards. Similarly, surrounding businesses routinely tend to staff-up knowing foot-traffic is going to increase considerably, creating a positive ripple effect of economic impact in the area.

HOW WILL YOUR EVENT INCREASE TOURISM?

A couple of years ago, we asked people as they were coming through the event doors to share their zip codes. This, of course, was voluntary, and out of the 472 people who participated, we recorded 160 different zip codes representing visitors coming from as far away as Rhode Island, New Jersey, Colorado, Connecticut, Hawaii, New Jersey, South Carolina, Florida, New York, Montana, Idaho, Oregon, California and more!

Additionally, while we're relatively new to exploring platforms like Google ads, Pinterest, and podcasting programs, we're hoping to diversify our marketing strategies in order to reach new and diverse audiences, growing attendance, including visitors even more.

And lastly, we're hoping to build upon our existing relationship with Visit Spokane to strategize new ways of not only partnering with them for promotion, but finding ways to partner with local hotels as well.

HOW DOES YOUR ORGANIZATION LIVE OUT THE CITY'S MOTTO?

As a Black woman-led organization, Terrain understands the damage of tokenization and exploitation that occurs when equity and inclusion are treated as a box checking exercise. Instead, we are committed to the ongoing work needed to dismantle structural inequities aimed at historically marginalized, disenfranchised, and oppressed people — and the equally important parallel effort of building solidarity across all lines of difference.

Since the beginning, we have been intentional and inclusive about who is represented on our board, committees, and staff. We cultivate diversity among the artists we serve and programs we produce; fight for and advance racial equity; and create meaningful and responsive partnerships with individuals and groups that hold marginalized identities.

We carry out our mission with three core principles: trust, relationships, and mutuality. These principles are interdependent. They also take time. We've been building trust and developing relationships with individuals and communities with marginalized identities for 16 years.

This work has solidified Terrain's reputation as an organization that creates safe and welcoming spaces for Black, Indigenous, and other communities of color, the 2SLGBTQIA+ community, and other historically marginalized groups, and our events are no exception.

BUDGET (see original spreadsheet)

ADDITIONAL INFORMATION

These categories are limiting so we have filled it out the best we can to match our budget. For example - booth fees are actually art sales - it is free to participate as an artist, but if a piece of work sells we take 30% and the artist gets 70%. Which is why you see a revenue of \$58,000 but included in our admin/logistics line item in expenses we have included the \$40,600 of that that goes to the artists for art sales.

PROJECT TITLE

Flamenco Aire 2025

TYPE OF PROJECT

Performing Arts Event

ORGANIZATION

Friends of KSPS

CONTACT PERSON

Dawn Bayman

ORGS WEBSITE

www.kspss.org

ORGS SOCIAL MEDIA

N/A

LOCATION OF PROJECT OR EVENT

Myrtle Woldson Performing Arts Center, Gonzaga University

FOR PROFIT OR NONPROFIT

Non-Profit Agency

YOUNG/ESTABLISHED/LEGACY

New: An event will be considered new if it is the first time that the event is being planned.

AMOUNT REQUESTED

\$10,000

TOTAL PROJECT BUDGET

\$42,600

BRIEF DESCRIPTION OF YOUR ORG/BUSINESS INCLUDING MISSION OR PURPOSE FOR EXISTING.

Friends of KSPS is the backbone organization supporting KSPS PBS, a public broadcasting station headquartered in Spokane. KSPS's mission is to provide programming, resources, and events that entertain, engage, and educate, enriching all the communities we serve. KSPS fulfills this mission

Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related facilities owned by
Local Jurisdictions or Non-profit Organizations

Official Report Form is due: _____

1. Organization: _____

2. This report covers:

Event Name: _____

Date: _____

Tourism Facility: _____

Dates: _____

3. Total Lodging Tax funds allocated to this event or facility

\$ _____

4. Estimated total event attendance or user count for the facility:

Describe methodology used to determine this figure

5. Estimated percentage of total attendance for event or facility by (list separately) 1) tourists;
2) people who traveled more than 50 miles; or 3) people who stayed overnight:

1. Tourists _____%

2. Traveled _____%

3. Overnight _____%

Describe methodology used to determine this figure

6. Estimated total room nights generated _____

Describe methodology used to determine this figure

7. Any other information that demonstrates the impacts of the festival, event or tourism-related facility owned by a non-profit organization or local jurisdiction (please describe):

Submitted by: _____

E-mail or phone number: _____

Date: _____

KEEP THIS WORKSHEET FOR YOUR RECORDS

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/13/2025

Clerk's File #

OPR 2025-0153

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

5300 AZTECA CITYWORKS ANNUAL SUPPORT

Agenda Wording

Contract with Azteca for continued annual support and maintenance of CityWorks Asset Maintenance Management System. Contract term 4/1/25 - 3/31/26, for a total amount of \$142,178.40 plus tax.

Summary (Background)

CityWorks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance management System. CityWorks is currently utilized by the City's Water, Streets and Parks departments. The 2025 contract amount is \$142,178.40 plus sales tax. The 2024 contract amount was \$135,408 plus sales tax. The increase in prices is due to the contractual annual 5% CPI.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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 – annual software maintenance

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

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Azteca.

Council Subcommittee Review

| | |
|--|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 142,178.40 |
| Current Year Cost | \$ 142,178.40 |
| Subsequent Year(s) Cost | \$ 149,287.32 |
| <u>Narrative</u> | |
| This request is for software maintenance and support which is contractually required by the software vendor. | |
| Amount | |
| Budget Account | |
| Expense \$ 142,178.40 | # 5300-73300-18850-54820 |
| 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 | MARTINEZ, LAZ |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Carlos Abaunza carlos_abaunza@trimble.com | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | akiehn@spokanecity.org |
| | |



City of Spokane
CONTRACT
**Title: ANNUAL SOFTWARE SUPPORT AND
UPDATES FOR CITYWORKS SYSTEM**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, on April 23, 2018 the parties entered into a Contract wherein the Company agreed to provide ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

1. **CONTRACT DOCUMENTS & PERFORMANCE.** This Contract consists of the following documents in the following order of precedence, 1) this Contract document, 2) Exhibits A, B and C, and 3) The original contract dated April 23, 2018 which is incorporated by reference, and includes the Cityworks License and Maintenance Agreement and any subsequent amendments, renewals and / or extensions / thereto. Under this Contract, the Company will provide Annual Cityworks Software subscription, Updates and Support, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, in accordance with Company’s Quote No. Q-38675-3 dated January 6, 2025, attached as Exhibit B and selected through the Brand Name or Standardization Justification, attached as Exhibit C.

2. **EFFECTIVE TERM.** The Contract shall begin April 1, 2025, and run through March 31, 2026, 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 four (4) one (1) year renewals.

3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE HUNDRED FORTY-TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 40/100 (\$142,178.40)**, plus tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

8. **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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. **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.

AZTECA SYSTEMS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quote No. Q-38675-3 dated January 6, 2025
Exhibit C - Brand Name or Standardization Justification
25-009

**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.

| | |
|---|--|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print) |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print) |

EXHIBIT B



Azteca Systems, LLC - Cityworks
 11075 S State St, Suite 24 | Sandy, UT 84070
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-38675-3
 Created Date 1/6/2025

Contact Information

Contact Name: Peggy Lund Prepared By Name: Jenn Miya
 Customer: Spokane (WA), City of Prepared By Phone: (801) 872-9528
 Contact Address: 808 W Spokane Falls Blvd
 Spokane, WA 99201 Prepared By Email: jennifer_miya@trimble.com

Quote Lines

| Product Name | Quantity | Net Unit Price |
|--|----------|----------------|
| AMS ELA Standard | 1.00 | USD 120,393.00 |
| Respond - AMS | 1.00 | USD 0.00 |
| Mobile Native Apps (iOS/Android) - AMS | 1.00 | USD 0.00 |
| Storeroom | 1.00 | USD 0.00 |
| Equipment Checkout | 1.00 | USD 0.00 |
| Contracts | 1.00 | USD 0.00 |
| Cityworks for Excel | 1.00 | USD 0.00 |
| Cityworks Analytics - AMS | 1.00 | USD 0.00 |
| eURL - AMS | 1.00 | USD 0.00 |
| Workload - AMS | 1.00 | USD 0.00 |
| Web Hooks - AMS | 1.00 | USD 0.00 |
| CCTV Interface for PACP | 1.00 | USD 0.00 |
| Pavement Management | 1.00 | USD 0.00 |
| OpX Projects | 1.00 | USD 0.00 |
| Work Order API Extended License | 1.00 | USD 21,785.40 |
| TOTAL: | | USD 142,178.40 |

Notes

| | | | |
|---------------------|----------------|-------------------|----------------------|
| Year 1 Dollar Value | USD 142,178.40 | Year 1 Date Range | 4/1/2025 - 3/31/2026 |
|---------------------|----------------|-------------------|----------------------|

Maintenance Start Date: 4/1/2025 Maintenance End Date: 3/31/2026

Quote Notes:

Quote is valid through start of term: 4/1/2025

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____ / ____ / ____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

EXHIBIT C

BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER \$5,000

A brand name description is defined as:

A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:

The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- Brand Name Justification
- Standardization Justification

What product are you standardizing:

Cityworks - a GIS centric work order and asset management system from Trimble Inc.

This brand name or standardization is necessary because (Check all that apply):

- Interchangeability
- Expertise
- Compatibility
- Maintenance
- Regulation/Law
- Uniformity
- Prior Functionality Testing
- Other -
- Other -

Describe the reasons above.

Cityworks is a power GIS centric Asset Maintenance Management System. It is built exclusively on ESRI's leading ArcGIS software. The City started utilizing this software in 2011 with the initial implementation for the Water Department. Since that time, Cityworks has been deployed to Wastewater Management, Streets and Parks departments. This is a critical application within these departments for work order and asset management. There are other known GIS centric softwares on the market that have been developed since 2011. However, to switch to a new vendor would be operationally disruptive and could result in unnecessary expense to the City.

| | |
|---|--|
| <p>Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.</p> | <p>The City has been actively using this software since 2011. It was originally procured by Sole Source resolution 2011-0015.</p> |
| <p>How was performance effectiveness demonstrated?</p> <p>Include existing conditions, prior history, and equipment longevity or durability.</p> | <p>Continued use and integration into City processes.</p> <p>As noted, the software has been utilized since 2011.</p> |
| <p>If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred?</p> | <p>If this justification is not approved the department would need to conduct a new solicitation. If a new provider was selected it would significantly disrupt several department activities. This would result in reduced support and effective support for the Water, WWM, Streets and Parks departments. This disruption would occur at a time when the City is focused on budget initiatives that are top priority.</p> |
| <p>What are the associated risks of non-standardization?</p> | <p>No additional risks beyond the financial risks noted in the above question.</p> |
| <p>List any additional facts supporting the standardization or brand name justification.</p> | <p>Continued integration within the City processes.</p> |

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.

DEPARTMENT REQUESTOR

Peggy Lund

01/22/25

Signature (Requestor)

Date

Printed Name: Peggy Lund

Title: Supervisor Information Systems Analyst

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Laz Martinez

01/22/25

Laz Martinez (Jan 22, 2025 12:10 PST)

Signature

Date

Printed Name: Laz Martinez

Title: Director, Information Technology

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

J. Nechanicky

01/22/25

Jason Nechanicky (Jan 22, 2025 12:17 PST)

Signature

Date

Printed Name: Jason Nechanicky

Title: Director, Purchasing and Contracts, Finance

Note: If additional space is required, use additional sheets of paper and submit with this completed form.



< Business Lookup

License Information:

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

Entity name: AZTECA SYSTEMS, LLC

Business name: AZTECA SYSTEMS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-060-266

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

Mailing address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

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 | 063840 | | | Active | | Aug-13-2018 |
| Burien General Business - Non-Resident | 12399 | | | Active | Dec-31-2025 | Feb-07-2017 |
| Spokane General Business - Non-Resident | | | | Active | Dec-31-2025 | Jul-02-2018 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------------|-------|
| AZTECA SYSTEMS MIDCO, LLC | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| CITYWORKS | Active | Jan-18-2023 |

The Business Lookup information is updated nightly. Search date and time: 2/7/2025 3:37:43 PM



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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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 Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 | CONTACT NAME: Petronella Massey PHONE (A/C. No. Ext): 408 467 5614 E-MAIL ADDRESS: petronella.massey@marsh.com | FAX (A/C. No.): 408 467 5699 |
| | INSURER(S) AFFORDING COVERAGE | |
| CN102488216-STND-GAWUE-24- Azteca | INSURER A: Federal Insurance Company | 20281 |
| INSURED Trimble Inc. Azteca Systems, LLC 11075 South State #24 Sandy, UT 84070 | INSURER B: American Casualty Company of Reading, PA | 20427 |
| | INSURER C: Syndicate 3623 at Lloyd's | |
| | INSURER D: Continental Insurance Company | 35289 |
| | INSURER E: Transportation Insurance Co | 20494 |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:**

SEA-003701804-12

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------------------------|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 35323540 | 12/01/2024 | 12/01/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 73257020 | 12/01/2024 | 12/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per accident) | \$ 1,000,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ 1,000,000 |
| | | | | | | | COMP/COLL DED | \$ 1,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 79724719 | 12/01/2024 | 12/01/2025 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC7 11636746 (AOS); Ded: \$250k | 12/01/2024 | 12/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| D | | | | WC7 11636763 (CA) | 12/01/2024 | 12/01/2025 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| E | | | | WC7 11892854 (RETRO) | 12/01/2024 | 12/01/2025 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| E | | | | GAP7011892868 (STOP GAP) | 12/01/2024 | 12/01/2025 | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | Technology Errors & Omissions | | | W101C7241901 | 12/01/2024 | 12/01/2025 | Limit | 5,000,000 |
| | | | | | | | Retention | 2,500,000 |

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

City of Spokane is additional insured with respect to general liability and auto liability as required by written contract. General liability is primary and non-contributory as required by written contract. Waiver of subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Spokane - Wastewater Maintenance Attn: Samantha Johnson 909 E. Sprague Avenue Spokane, WA 99202 | 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 <i>Marsh Risk & Insurance Services</i> |

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/13/2025

Clerk's File #

OPR 2022-0344

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

5300 ARCH RENEWAL – TECHNICAL SERVICES FOR PMO & IT PROJECTS

Agenda Wording

Master Contract Renewal 2 of 3 with Arch Staffing & Consulting for technical services in support of PMO and IT projects. Requesting \$150,000. Term is May 1, 2025 - April 30, 2026.

Summary (Background)

The PMO, CHHS, and IT currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing and Consulting, LLC was a successful bidder under RFP 5435-21 to be contracted for various PMO and IT projects. Previous term was May 1, 2024 - April 30, 2025 for \$150,000.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual contracting 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?

Not applicable – annual contracting services

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

Not applicable – annual contracting services

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Arch staffing and Consulting, LLC for technical services.

Council Subcommittee Review

| | |
|---|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 150,000 |
| Current Year Cost | \$ 150,000 |
| Subsequent Year(s) Cost | \$ 150,000 |
| <u>Narrative</u> | |
| This request is for professional services in support of PMO and IT funded projects. | |
| Amount | |
| Expense | \$ 150,000 |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Budget Account | |
| | # various |
| | # |
| | # |
| | # |
| | # |
| | # |
| 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 | |
| Dept Head | MARTINEZ, LAZ |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Glen Garcia glen.garcia@archstaffing.us | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | akiehn@spokanecity.org |
| | |



CITY OF SPOKANE
MASTER CONTRACT RENEWAL
2 of 3
Title: TECHNICAL RESOURCES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARCH STAFFING AND CONSULTING, LLC**, whose address is 1000 Brickell Avenue, Suite 725, Miami, Florida 33131, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Technical Resources for the Innovation and Technology Services Division and Project Management Office; and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 23, 2022 and May 25, 2022, 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 May 1, 2025 and shall run through April 30, 2026.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, 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.

ARCH STAFFING AND CONSULTING, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

25-012

**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.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |



< Business Lookup

License Information:

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

Entity name: ARCH STAFFING AND CONSULTING, LLC

Business name: ARCH STAFFING AND CONSULTING LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-401-477

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057

Mailing address: 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057

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

Secretary of State status: [Click here](#)

Endorsements

| Endorsements held at this locati | License # | Count | Details | Status | Expiration date | First issuance d |
|---|-----------|-------|---------|--------|-----------------|------------------|
| Spokane General Business - Non-Resident | | | | Active | Jun-30-2025 | Feb-04-2019 |

Governing People May include governing people not registered with Secretary of State

| Governing people | Title |
|------------------|-------|
| MUNIZ, ULISES | |

Registered Trade Names

| Registered trade names | Status | First issued |
|----------------------------------|--------|--------------|
| ARCH STAFFING AND CONSULTING LLC | Active | Feb-04-2019 |

The Business Lookup information is updated nightly. Search date and time: 6/27/2024 9:33:45 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2024

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 & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173 | CONTACT NAME: Kaitlin Kallal PHONE (A/C, No, Ext): (847) 463-7301 E-MAIL ADDRESS: Kaitlin.Kallal@MarshMMA.com | FAX (A/C, No): (847) 440-9126 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED ARCH Staffing and Consulting, LLC 1000 Brickell Avenue, Suite 725 Miami FL 33131 | ARCHSTA-01 | INSURER A: Philadelphia Indemnity Insuran INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | 18058 |

COVERAGES

CERTIFICATE NUMBER: 1993728040

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2667170 | 3/19/2024 | 3/19/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2667170 | 3/19/2024 | 3/19/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB904535 | 3/19/2024 | 3/19/2025 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | Prod/Comp Ops | \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability | | | PHPK2667170 | 3/19/2024 | 3/19/2025 | Occurrence/Aggregate | \$1M/\$2M |
| A | Employment Practices Liability | | | PHPK2667170 | 3/19/2024 | 3/19/2025 | Occurrence/Aggregate | \$2M/\$2M |
| A | Crime | | | PHPK2667170 | 3/19/2024 | 3/19/2025 | Limit | \$500,000 |

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

Proof of Insurance.

Cyber Liability (Third Party) - Palomar Excess and Surplus Insurance Company - Policy Number: PLMCBSIZDCQ5QM002- 3/19/2024 - 3/19/2025 - Limit: \$3,000,000

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project: City of Spokane, its officers and employees Contractual Liability applies to the General Liability policy. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W. Spokane Falls Blvd
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/11/2025

Clerk's File #

OPR 2022-0412

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

5300 VOLT RENEWAL – TECHNICAL SERVICES FOR PMO & IT PROJECTS

Agenda Wording

Master Contract Renewal 2 of 3 with Volt Management Corp. for technical services in support of PMO and IT projects. Requesting \$150,000. Term is May 1, 2025 - April 30, 2026.

Summary (Background)

The PMO, CHHS, and IT currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management was a successful bidder under RFP 5435-21 to be contracted for various PMO and IT projects. Previous term was May 1, 2024 - April 30, 2025 for \$150,000.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual contracting 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?

Not applicable – annual contracting services

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

Not applicable – annual contracting services

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Volt Management for technical services.

Council Subcommittee Review

| | |
|---|--|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 150,000 |
| Current Year Cost | \$ 150,000 |
| Subsequent Year(s) Cost | \$ 150,000 |
| <u>Narrative</u> | |
| This request is for professional services in support of PMO and IT funded projects. | |
| Amount | |
| Budget Account | |
| Expense | \$ This request is for professional services |
| Select | # various |
| 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 | MARTINEZ, LAZ |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Jeff Dewitt jdewitt@volt.com | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | akiehn@spokanecity.org |
| | |



City of Spokane
CONTRACT RENEWAL
2 of 3
Title: TECHNICAL RESOURCES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS, a division of VOLT MANAGEMENT, CORP.**, whose address is 2401 N. Glassell St., Orange, California 92865, 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 Technical Resources for the Project Management Office, CHHS, and Innovation and Technology Services Division; and,

WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, effective May 1, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on May 1, 2025, and shall run through April 30, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)**, plus tax, 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 Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

5. In the event of any conflict or inconsistency between the terms of the Contract and the terms of this Contract Renewal, the terms of this Contract Renewal shall control, and any terms in the Contract which are different from or inconsistent with the terms of this Contract Renewal shall be deemed to be void and of no effect whatsoever.

Except as modified herein, all other terms and conditions of the original Agreement thereto shall remain unchanged and in full force and effect.

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.

**VOLT WORKFORCE SOLUTIONS, a division
of VOLT MANAGEMENT, CORP.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |

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

Entity name: VOLT MANAGEMENT CORP

Business name: VOLT WORKFORCE SOLUTIONS

Entity type: [Profit Corporation](#)

UBI #: 601-516-248

Business ID: 001

Location ID: 0023

Location: Active

Location address: 1420 N MULLAN RD
STE 110
SPOKANE VALLEY WA 99206-4333

Mailing address: TAX DEPT
PO BOX 13500
ORANGE CA 92857-8500

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 | T12033544BUS | | | Active | Dec-31-2025 | Oct-15-2012 |
| Spokane Valley General Business | | | | Active | Dec-31-2025 | May-05-2016 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| ESCOFFERY, RICHARD | |
| GOEL, PANKAJ | |
| SARDANA, RAJIV | |

Registered Trade Names

| Registered trade names | Status | First issued |
|--------------------------|--------|--------------|
| VOLT SERVICES GROUP | Active | Jul-14-1994 |
| VOLT WORKFORCE SOLUTIONS | Active | Jun-06-2007 |

[View Additional Locations](#)

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)
04/05/2024

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 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: | | |
| INSURED Sardana Enterprises, Inc. Volt workforce Solutions a division of Volt Management Corp. 2400 Meadowbrook Parkway Duluth GA 30096 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: National Union Fire Ins Co of Pittsburgh | | 19445 |
| | INSURER B: AIU Insurance Company | | 19399 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 570104988726 **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. **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 | |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | GL9952706 | 03/31/2024 | 03/31/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$250,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | AL9812738 | 03/31/2024 | 03/31/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$3,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | WC020396016 | 03/31/2024 | 03/31/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| B | | N | N/A | Work Comp - AOS | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | WC020396015 | 03/31/2024 | 03/31/2025 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | Work Comp - CA | | | 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: City of Spokane, Snapshot CON000000012854. The City of Spokane its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

| | |
|--|---|
| 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 |

Holder Identifier :

570104988726

Certificate No :





ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Sardana Enterprises, Inc. | |
| POLICY NUMBER See Certificate Numbe 570104988726 | | | |
| CARRIER See Certificate Numbe 570104988726 | 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 |
|----------|----------------------|-----------|----------|-------------------------------|---------------------------------------|--|--------|
| | WORKERS COMPENSATION | | | | | | |
| B | | N/A | | wc020396017 Work Comp - WI | 03/31/2024 | 03/31/2025 | |
| | | | | | | | |
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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/11/2025

Clerk's File #

OPR 2019-0314

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON

Sponsoring at Administrators Request

NO

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

5300 ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT RENEWAL

Agenda Wording

Contract Renewal with Oracle America, Inc for Oracle license software maintenance and support for the City of Spokane. Contract term to begin 4/21/25 - 4/20/2026. Contract amount is \$213,030.57 Plus Tax.

Summary (Background)

Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2024 contracted amount was \$197,250.51 plus tax. 2025 contract amount is \$213,030,57 plus tax. The difference in cost is due to Oracle's standard 8% annual CPI increase.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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 – annual software maintenance

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

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Oracle America, Inc.

Council Subcommittee Review

| | |
|--|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 213,030.57 |
| Current Year Cost | \$ 213,030.57 |
| Subsequent Year(s) Cost | \$ 230,073.00 |
| <u>Narrative</u> | |
| This request is for software maintenance and support which is contractually required by the software vendor. | |
| Amount | |
| Budget Account | |
| Expense | \$ 213,030.57 |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Funding Source Recurring Funding Source Type Select | |
| Is this funding source sustainable for future years, months, etc? | |
| Expense Occurrence Recurring | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Additional Approvals | |
| Dept Head | MARTINEZ, LAZ |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Jake Camarillo; jake.camarillo@oracle.com | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | akiehn@spokanecity.org |
| | |



22-Jan-25

Dear peggy lund

Your technical support services are due for renewal.

Support Service Number: 4656540

Support Start Date: 21-Apr-25

Amount Due: USD 213,030.57 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 22-Mar-25.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: CITY OF SPOKANE

Support Service Number: 4656540

Offer Expires: 20-Apr-25

Oracle: Oracle America, Inc.

Oracle Contact Information:

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To

peggy lund

CITY OF SPOKANE

808 W Spokane Falls Blvd

Spokane

WA 99201

United States

509 6256954

klund@spokanecity.org

Customer Bill To

City of Spokane Attn. IT Admin

CITY OF SPOKANE

808 W SPOKANE FALLS BLVD

SPOKANE

WA 99201

United States of America

1-509-6256200

itadmin@spokanecity.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services

Service Level: Software Update License & Support

| Product Description | CSI # | Qty | License Metric | License Level / Type | Start Date | End Date | Price |
|---|----------|------|----------------|----------------------|------------|-----------|-----------|
| Oracle Database Enterprise Edition - Processor Perpetual | 3863575 | 2 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 23,542.89 |
| Expansion - Reported Budget Perpetual | 17569302 | 482 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 0.00 |
| PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 18,163.65 |
| PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 22,437.48 |
| PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 2,564.29 |
| PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 39,532.69 |
| PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 48,080.30 |
| PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 18,163.66 |
| PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 16,026.77 |
| PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual | 17569302 | 3000 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 23,505.92 |
| Micro Focus Visual COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program) | 17660375 | 1 | | FULL USE | 21-Apr-25 | 20-Apr-26 | 1,012.92 |

Program Technical Support Fees: USD 213,030.57

Total Price: USD 213,030.57

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-848173 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price: USD 213,030.57 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

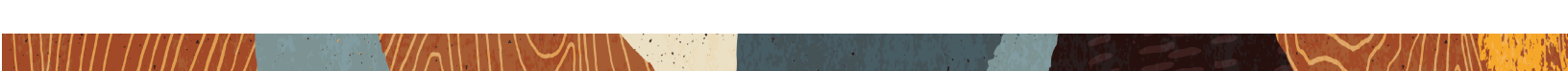
If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please



contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 4656540
- Total Price: USD 213,030.57 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- CITY OF SPOKANE does not issue purchase orders.
- CITY OF SPOKANE does not require a purchase order for the services ordered hereto.

CITY OF SPOKANE certifies that the information provided above is accurate and complies with CITY OF SPOKANE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms CITY OF SPOKANE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

CITY OF SPOKANE

ORACLE

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Signature Date

Signature Date

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

Attest:

Approved to form:

City Clerk

City Attorney



< Business Lookup

License Information:

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

Entity name: ORACLE AMERICA, INC.

Business name: ORACLE AMERICA, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-091-507

Business ID: 001

Location ID: 0002

Location: Active

Location address: 411 108TH AVE NE
STE 900
BELLEVUE WA 98004-8419

Mailing address: PO BOX 5200
BELMONT CA 94002-5200

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

Secretary of State status: [Click here](#)

Endorsements

| Endorsements held at this locati | License # | Count | Details | Status | Expiration date | First issuance d |
|---|-----------|-------|---------|--------|-----------------|------------------|
| Aberdeen General Business - Non-Resident | 21117 | | | Active | | Mar-01-2000 |
| Bellingham General Business | 021260 | | | Active | | Feb-10-1997 |
| Bothell General Business - Non-Resident | 5295 | | | Active | Sep-30-2025 | Jul-16-2021 |
| Bremerton General Business - Non-Resident | 25945 | | | Active | Sep-30-2025 | Jan-01-2007 |
| Burien General Business - Non-Resident | 07575 | | | Active | Sep-30-2025 | Mar-23-2009 |
| Longview General Business - Non-Resident | 585176 | | | Active | Sep-30-2025 | Sep-15-2010 |
| Olympia General Business - Non-Resident | 1947 | | | Active | Sep-30-2025 | Sep-27-2010 |

| Endorsements held at this locati | License # | Count | Details | Status | Expiration date | First issuance d |
|---|--------------|-------|---------|--------|-----------------|------------------|
| Spokane General Business - Non-Resident | T12068092BUS | | | Active | Sep-30-2025 | Oct-15-2012 |

Governing People May include governing people not registered with Secretary of State

| Governing people | Title |
|-------------------|-------|
| CATZ, SAFRA | |
| HIGGINS, BRIAN S | |
| HILBRICH, GREGORY | |
| KEHRING, DOUGLAS | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| ORACLE AMERICA, INC. | Active | Nov-12-2010 |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/21/2024 8:07:35 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)

08/01/2024

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 RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN101765515-STND-GAW-24-25 349 | CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): | |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: National Union Fire Ins Co Pittsburgh PA | | 19445 |
| INSURER B: Safety National Casualty Corp. | | 15105 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:**

SEA-003280847-71

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|------------------------------------|--------------------------|--------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL1728969 | 08/01/2024 | 08/01/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 25,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AL4594403 (AOS) | 08/01/2024 | 08/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | LDC4066354 (AOS) PS4066355 (WI) | 08/01/2024 08/01/2024 | 08/01/2025 08/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE
 ATTN: JOAN HAMILTON, OPERATIONS MANAGER
 808 W. SPOKANE FALLS BLVD.
 SPOKANE, WA 99201-3344

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 Risk & Insurance Services

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 2/20/2025 |
| | | Clerk's File # | OPR 2024-0101 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | INFORMATION TECHNOLOGY | Bid # | |
| Contact Name/Phone | DAN WORDELL 625-6456 | Requisition # | |
| Contact E-Mail | DWORDELL@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | PDILLON MCATHCART | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? YES | Public Works? NO | |
| Agenda Item Name | 5300 GRANT EXTENSION FOR STATE AND LOCAL CYBER SECURITY GRANT | | |

Agenda Wording

Grant extension for Cisco Identity Services Engine project submitted and accepted by SLCGP grant manager with WA Military Department to extend time from October 1, 2024 to December 31, 2024. No cost to extension.

Summary (Background)

Grant extension request for Cisco Identity Services Engine (ISE) project submitted and accepted by SLCGP grant manager with WA Military Department.

What impacts would the proposal have on historically excluded communities?

Not applicable – IT Related, Data Security

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 – IT Related, Data Security

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

Not applicable – IT Related, Data Security

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 – IT Related, Data Security

Council Subcommittee Review

| | |
|--|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | NO |
| Total Cost | \$ 0 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| 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 | |
| Dept Head | MARTINEZ, LAZ |
| Division Director | GBYRD |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | GBYRD |
| For the Mayor | GBYRD |
| Additional Approvals | |
| ACCOUNTING - | BROWN, SKYLER |
| Distribution List | |
| | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Committee Date | 02/24/2025 |
| Submitting Department | IT |
| Contact Name | Dan Wordell, 625-6456 |
| Contact Email & Phone | dwordell@spokanecity.org |
| Council Sponsor(s) | CM Bingle, M Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Grant Extension for State & Local Cyber Security Grant Program (SLCGP) |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Grant extension request for Cisco Identity Services Engine (ISE) project submitted and accepted by SLCGP grant manager with WA Military Department. Extension request was from September 2024 to December 31, 2024. No additional cost to extension. |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost: \$160,000</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2025. There is no matching requirement on the grant.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| Not applicable – IT Related, Data Security | |
| 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 – IT Related, Data Security | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

Not applicable – IT Related, Data Security

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 – IT Related, Data Security



City of Spokane
NO-COST EXTENSION
Title: **State & Local Cyber Security Grant Program (SLCGP)**

This No-Cost Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WASHINGTON MILITARY DEPARTMENT** and **U.S. DEPARTMENT OF HOMELAND SECURITY**, whose address is Military Department Emergency Management Division, MS: TA-20 Building 20, Camp Murray, Washington 98430-5122 as ("Department/DHS"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Department/DHS agreed to Phase 2 for the replacement of critical infrastructure network switches located at the City's Riverside Park Water Reclamation Facility (RPWRF).

WHEREAS, the initial contract provided for Phase 1 for the implementation of Cisco Identity Services Engine (ISE).

WHEREAS, additional time is required, and thus the Agreement 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 Agreement, dated February 20, 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.

2. EFFECTIVE DATE.

This No Cost Extension shall become effective on September 30, 2024 and shall run through December 31, 2024.

3. COMPENSATION.

There is no additional cost associated with this Contract Extension; therefore, it will be considered a "no-cost Contract Extension".

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 No-Cost Extension by having legally-binding representatives affix their signatures below.

WASHINGTON MILITARY DEPARTMENT

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

U.S. DEPARTMENT OF HOMELAND SECURITY

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

September 23, 2024 Letter from Military Department Emergency Management Division

25-036



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Consent

Date Rec'd

2/20/2025

Clerk's File #

OPR 2024-0101

Cross Ref #

Project #

Council Meeting Date: 03/24/2025

Submitting Dept

INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone

DAN WORDELL 625-6456

Requisition #

Contact E-Mail

DWORDELL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? NO

Agenda Item Name

5300 GRANT AMENDMENT FOR SLCGP

Agenda Wording

Contract Amendment to add Project 2 with already approved grant funds from State and Local Cyber Security Grant Program from Homeland Security/WA Military Department. These funds have been approved and will be used for the upgrade of Riverside Park Water Reclamation Facility (RPWRF) network switches.

Summary (Background)

SLCGP grant funding from Homeland Security/WA Military Department has been approved for the upgrade of River Protection Water Reclamation Facility (RPWRF) network switches. The existing critical infrastructure network switches are no longer supported. By upgrading these Operational Technology (OT) critical infrastructure switches that run within the SCADA and PLC networks, we will be addressing the risk of running unsupported network hardware. This is a one-time grant that will be fully expended in 2025.

What impacts would the proposal have on historically excluded communities?

Not applicable – IT Related, Data Security

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 – IT Related, Data Security

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

Not applicable – IT Related, Data Security

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 – IT Related, Data Security

Council Subcommittee Review

| | |
|--|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | NO |
| Total Cost | \$ 100,983 |
| Current Year Cost | \$ 100,983 |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| There is no matching requirement on the grant. | |
| Amount | |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| 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? | |
| N/A | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| N/A | |
| Approvals | |
| Dept Head | DAVIS, MARCIA |
| Division Director | GBYRD |
| Accounting Manager | GBYRD |
| Legal | SZAMBELAN, TIMOTHY |
| For the Mayor | GBYRD |
| Additional Approvals | |
| ACCOUNTING - | BROWN, SKYLER |
| Distribution List | |
| | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|--|
| Committee Date | 02/24/2025 |
| Submitting Department | IT |
| Contact Name | Dan Wordell, 625-6456 |
| Contact Email & Phone | dwordell@spokanecity.org |
| Council Sponsor(s) | CM Bingle, M Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Contract Amendment for State & Local Cyber Security Grant Program (SLCGP) |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>The grant acceptance agenda is on the current agenda for February 24, 2025. Contract amendment for OPR 2024-0101, adding Project 2.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>SLCGP grant funding from Homeland Security/WA Military Department has been approved for the upgrade of River Protection Water Reclamation Facility (RPWRF) network switches. The existing critical infrastructure network switches are no longer supported. By upgrading these Operational Technology (OT) critical infrastructure switches that run within the SCADA and PLC networks, we will be addressing the risk of running unsupported network hardware.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost: \$100,983</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2025. There is no matching requirement on the grant.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| Not applicable – IT Related, Data Security | |
| 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 – IT Related, Data Security | |

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

Not applicable – IT Related, Data Security

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 – IT Related, Data Security



City of Spokane
AMENDMENT
Title: **State & Local Cyber Security Grant Program (SLCGP)**

This Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WASHINGTON MILITARY DEPARTMENT** and **U.S. DEPARTMENT OF HOMELAND SECURITY**, whose address is Military Department Emergency Management Division, MS: TA-20 Building 20, Camp Murray, Washington 98430-5122 as (“Department/DHS”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an Agreement wherein the Department/DHS agreed to Phase 2 for the replacement of critical infrastructure network switches located at the City’s Riverside Park Water Reclamation Facility (RPWRF).

WHEREAS, the initial contract provided for Phase 1 for the implementation of Cisco Identity Services Engine (ISE).

WHEREAS, additional work is required, thus, the original Agreement 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 Agreement, dated February 20, 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.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 31, 2024, and shall run through March 31, 2026.

3. ADDITIONAL WORK. The Scope of Work of the original Contract is expanded to include the following.

Grant Number E24-266 - Project 2: Replace critical network switches at Wastewater Treatment Plant.

4. COMPENSATION.

The Department/DHS shall increase the Grant Agreement amount by an additional **ONE HUNDRED THOUSAND NINE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$100,983.00)**, for everything furnished and done under this Amendment.

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

WASHINGTON MILITARY DEPARTMENT

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

U.S. DEPARTMENT OF HOMELAND SECURITY

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
E24-266-3 Washington State Military Department Amendment

25-035

**Washington State Military Department
AMENDMENT**

| | | | |
|---|--|---|----------------------------------|
| 1. SUBRECIPIENT NAME/ADDRESS: Spokane, City of 808 W Spokane Falls Blvd Spokane, WA 99201 | | 2. GRANT NUMBER: E24-266 | 3. AMENDMENT NUMBER: 3 |
| 4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Dan Wordell, 509-625-6456 dwordell@spokanecity.org | | 5. DEPARTMENT CONTACT, PHONE/EMAIL: Jocelyn Overby, 253-512-7226 jocelyn.overby@mil.wa.gov | |
| 6. EIN: 91-6001280 | 7. ASSISTANCE LISTINGS # & TITLE: 97.137 (23SLCGP) | 8. FEDERAL AWARD ID # (FAIN): EMW-2023-CY-00042 | |
| 9. FUNDING AUTHORITY: The Washington State Military Department (Department) and the US Department of Homeland Security (DHS) | | | |
| 10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: During the statewide project solicitation, the Cybersecurity Planning Committee awarded the Subrecipient additional funding for project #2 <i>Network Switch Replacement for the River Protection Water Reclamation Facility (RPWRF)</i> . The Work Plan and Budget are updated accordingly. Changes are noted in red font, strikethrough, and grey highlight. | | | |
| 11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> Change the Grant Agreement Amount from \$160,000 to \$260,983, an increase of \$100,983, as described on Page 2 of this Amendment. The Grant Agreement End Date of March 31, 2026 remains unchanged. Change Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment. Change the original Work Plan, Attachment D, as described on Page 3 of this Amendment. Change the original Budget, Attachment E, as described on Page 5 of this Amendment. <p>This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p> | | | |
| IN WITNESS WHEREOF, the parties have executed this Amendment: | | | |
| FOR THE DEPARTMENT: | | FOR THE SUBRECIPIENT: | |
| Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department | Date | Signature <i>Alex Scott</i> Garrett Jones, Acting City Manager City of Spokane <i>City Administrator</i> | Date <i>1/28/2025</i> |
| BOILERPLATE APPROVED AS TO FORM: _____/Signature on file/_____ David B. Merchant, Assistant Attorney General 10/11/2021 | | APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date | |

Washington State Military Department Amendments to Agreement E24-266

1. **Change the Grant Agreement Amount from \$160,000 to \$260,983 an increase of \$100,983.**
 - a. Agreement Face Sheet, Box 2. ~~\$160,000~~ \$260,983
 - b. Original Budget, Attachment E, with Revision 1 Budget, Attachment E.
2. **Change Attachment A, Article I-Key Personnel.**
 - a. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under SUBRECIPIENT:
 - i. Replace Del Murpy with Michelle Murray (see below).
 - b. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under DEPARTMENT:
 - i. Replace Sierra Wardell with Melissa Berry (see below).

| SUBRECIPIENT | | DEPARTMENT | |
|--------------|---|------------|---|
| Name | Dan Wordell | Name | Jocelyn Overby |
| Title | Information Security Officer | Title | Program Coordinator |
| Email | dwordell@spokanecity.org | Email | jocelyn.overby@mil.wa.gov |
| Phone | 509-625-6456 | Phone | 253-512-7226 |
| Name | Del Murpy Michelle Murray | Name | Sierra Wardell Melissa Berry |
| Title | Senior Network Engineer Director of Accounting and Grants | Title | Financial Operations Section Manager Program Manager |
| Email | dimurphy@spokanecity.org mmurray@spokanecity.org | Email | sierra.wardell@mil.wa.gov Melissa.Berry@mil.wa.gov |
| Phone | 509-625-6982 509-625-6320 | Phone | 253-512-7121 253-512-7065 |
| Name | Chris McDonald | Name | Grant Miller |
| Title | Network Engineer | Title | Program Assistant |
| Email | cmcdonald@spokanecity.org | Email | grant.miller@mil.wa.gov |
| Phone | 509-625-6734 | Phone | 253-512-7145 |

3. **Change the original Work Plan, Attachment D.**
 - a. Original Work Plan, Attachment C, with Revision 1 Work Plan, Attachment D.
4. **Change the original Budget, Attachment E.**
 - a. Original Budget, Attachment E, with Revision 1 Budget, Attachment E.
 - i. Grant Agreement Amount from \$160,000 to \$260,983, an increase of \$100,983

Revision 1 WORK PLAN

FY 2023 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Implementation of Cisco Identity Services Engine (ISE)***PROJECT DESCRIPTION**

This project is the implementation of identity services, identity-based network access control and policy enforcement system, for the City of Spokane Network. This project will allow the network to automatically detect the connection of authorized and unauthorized devices.

The project will implement a system to validate the connected device's security posture, including its patch and signatures level. Systems not meeting the defined security posture will be quarantined to a network zone that only has access to the update server.

This project will replace aging hardware and upgrade the ISE feature set. The existing hardware is end of life and is not capable of running current ISE software and advanced security feature set that would enhance the Cities security posture.

This project will provide security not currently available to the City of Spokane with our current systems.

GAP BEING ADDRESSED

This project will meet the GAP we currently have in our network security implementation for identifying unauthorized connections to the network. We have many rooms that are open to the public and staff alike, this creates an exposure that isn't realized in a private company. We have attempted to overcome this by other means, but we have issues with the manual processes we have implemented. i.e. shutting down public-facing network ports. This risk was identified by internal and third-party security audits. These concerns have been brought to the attention of senior management. This ISE system will automatically audit every device connecting to the network and dynamically adjust the configuration on the network port to the appropriate security level.

IMPACT

The impact of this project will be closing the loop on a significant area of risk for the City of Spokane. By putting Cisco ISE in place, we will add increased visibility, functionality and security to city resources. Once the Cisco ISE is physically installed, configured and put into production this particular project will be finished. As far as ongoing costs and support are concerned, we will be providing regular operating system upgrades to the hardware and will engage professional services as needed for future alterations that are not within the current scope of initial build.

OUTCOME

The outcome of this project will reduce risk and automate the manual processes that today require significant time and will reduce the risk of human error. All stakeholders in this project are dedicated to being the best stewards of critical services and data we can be, and wherever possible want to create secure, resilient and low risk environments. This project on completion will exponentially help in our efforts to achieve these goals.

PROJECT #2 TITLE *Network Switch Replacement for the River Protection Water Reclamation Facility (RPWRF)***PROJECT DESCRIPTION**

This project will replace critical infrastructure network switches located in the River Protection Water Reclamation Facility (RPWRF) - Wastewater Treatment Plant, affectionately called the poop plant. These critical network switches are no longer supported by the vendor, and many have not been power cycled in over 9 years. By upgrading these Operational Technology (OT) critical switches that run within the SCADA and PLC networks, we will be addressing the risk of running on unsupported hardware, unsupported software, and provide network visibility to device status and reachability. These new switches will enable network dataflow information to be sent to plant Human-Machine Interface (HMI) system and significantly increase network traffic visibility.

This project will address concerns for reliability and provide network visibility not currently available to the City of Spokane.

GAP BEING ADDRESSED

This project will address four key gaps, replace unsupported network switches, enable device identification, identify communication between networked devices, and visibility to what and how devices communicate. Currently we have in our network security plan the ability to identify all network attached devices as well as unauthorized inter-connections to the network. Upgrading the network switch infrastructure will reduce the risk of running unsupported hardware, enable network traffic monitoring, and identify all devices plugged into the switch.

IMPACT

The impact of this project will be closing the loop on a significant area of risk for the City of Spokane. By putting new network switches in place, we will add increased network traffic stability, visibility, monitor activity between network attached devices, and ensure uptime for the city's Wastewater Treatment plant. Once the new network switches are physically installed, configured and put into production, the plant Human-Machine Interface (HMI) will be able to identify all network attached devices, as well as unauthorized devices. As far as ongoing costs and support are concerned, all new network switches will receive an asset tag that will track replacement funds that will be annually applied. New network switches will have replacement funds on a 5-year schedule. We will be able to stay more current with system upgrades to the hardware and will engage professional services to ensure migration to the new network switches are deployed such that no plant operation downtime will occur.

OUTCOME

The outcome of this project will reduce the risk of running unsupported network hardware and software, automate the manual processes of collecting network traffic flow data, and bring the RPWRF plant network back in line with SCADA/ICS network best practices. Vendor network switch maintenance program will allow for next-day air replacement of switch equipment in the event a supported switch fails. All stakeholders in this project are dedicated to being the best stewards of critical services and data we can be, and wherever possible want to create resilient, secure, and low risk environments. This project on completion will exponentially help in our efforts to achieve these goals.

Revision 1 BUDGET

FY 2023 State and Local Cybersecurity Grant Program

City of Spokane

AGREEMENT AMOUNT \$260,983

| | SOLUTION AREA | | | | | | TOTAL | |
|--------------|-----------------------|-----------------|------------------|------------------|------------|------------|------------------|------------------|
| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | | |
| PROJECT #1 | Salaries & Benefits | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Supplies | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Travel/Per Diem | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Contractor/Consultant | \$2,000 | \$20,000 | | \$0 | \$0 | \$0 | \$22,000 |
| | Passthrough | \$0 | \$0 | \$0 | \$0 | \$0 | | \$0 |
| | Other | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Equipment | | | \$138,000 | | | | \$138,000 |
| | SUBTOTAL | \$2,000 | \$20,000 | \$138,000 | \$0 | \$0 | \$0 | \$160,000 |
| | Indirect | | | | | | | \$0 |
| TOTAL | \$2,000 | \$20,000 | \$138,000 | \$0 | \$0 | \$0 | \$160,000 | |

| | SOLUTION AREA | | | | | | TOTAL | |
|--------------|-----------------------|-----------------|-----------------|-----------------|------------|------------|------------------|------------------|
| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | | |
| PROJECT #2 | Salaries & Benefits | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Supplies | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Travel/Per Diem | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| | Contractor/Consultant | \$2,000 | \$10,000 | | \$0 | \$0 | \$0 | \$12,000 |
| | Passthrough | \$0 | \$0 | \$0 | \$0 | \$0 | | \$0 |
| | Other | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Equipment | | | \$88,983 | | | | \$88,983 |
| | SUBTOTAL | \$2,000 | \$10,000 | \$88,983 | \$0 | \$0 | \$0 | \$100,983 |
| | Indirect | | | | | | | \$0 |
| TOTAL | \$2,000 | \$10,000 | \$88,983 | \$0 | \$0 | \$0 | \$100,983 | |

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 2/26/2025 |
| | | Clerk's File # | OPR 2023-0315 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | INFORMATION TECHNOLOGY | Bid # | DES 05819 |
| Contact Name/Phone | DEL MURPHY 625.6982 | Requisition # | CR27333 |
| Contact E-Mail | DIMURPHY@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | ZZAPPONE BWILKERSON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 5300 - CISCO SMARTNET SUPPORT & MAINTENANCE | | |

Agenda Wording

Contract Renewal No. 2 with Compunet for Cisco Smartnet Support and Maintenance using WA State #05819 from March 1, 2025 through February 28, 2026. Total Cost \$359,715.54 plus tax.

Summary (Background)

The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$354,142.90 plus sales tax.

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for providing a stable, current, redundant and resilient network infrastructure

Council Subcommittee Review

| | | | |
|--|---------------------|-------------------------------------|-------------------|
| Fiscal Impact | | | |
| Approved in Current Year Budget? YES | | | |
| Total Cost | \$ 392,089.94 | | |
| Current Year Cost | \$ 392,089.94 | | |
| Subsequent Year(s) Cost | \$ | | |
| <u>Narrative</u> | | | |
| SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access. | | | |
| Amount | | | |
| Budget Account | | | |
| Expense | \$ 392,089.94 | # 5300-73200-18850-54820-99999 | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Funding Source | | | |
| Funding Source Type Select | | | |
| Is this funding source sustainable for future years, months, etc? | | | |
| N/A | | | |
| Expense Occurrence | | | |
| Other budget impacts (revenue generating, match requirements, etc.) | | | |
| Approvals | | Additional Approvals | |
| Dept Head | MARTINEZ, LAZ | PURCHASING | NECHANICKY, JASON |
| Division Director | | | |
| Accounting Manager | BUSTOS, KIM | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |
| Distribution List | | | |
| Acct Exec. Jeremy Dugger - jdugger@compunet.biz | | Accounting - ywang@spokanecity.org | |
| Contract Accounting - ddaniels@spokanecity.org | | Legal - mharrington@spokanecity.org | |
| Purchasing - cwahl@spokanecity.org | | IT - itadmin@spokanecity.org | |
| Tax & Licenses | | khougen@spokanecity.org | |
| | | | |



CITY OF SPOKANE
CONTRACT RENEWAL
2 of 4
Title: CISCO SMARTNET SUPPORT
AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530 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 Cisco Smartnet Support and Maintenance; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 16, 2023 and March 19, 2023, 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 March 1, 2025 and shall run through February 28, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND 54/100 DOLLARS (\$359,715.54)**, plus applicable sales tax, in accordance with Company's Quote Number bTc253030, dated February 12, 2025, 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 Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote Number bTc253030, dated February 12, 2025

25-042

**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.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |

ATTACHMENT B

Cisco Smart Net Renewal_2025-2026

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: bTc253030

Version: 3

Quote Date: 02/12/2025

Expiration Date: 03/13/2025

Prepared for:

City of Spokane

Julian Hunt

5096256478

jhunt@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Julian Hunt

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

Cisco Smart Net

| Manufacturer Part Number | Product Details | Qty | List Price | Price | Ext. Price |
|--------------------------|---|-----|--------------|--------------|---------------------|
| Smrtnr Rnwl - HW/SW | Cisco Smartnet HW + SW Renewal / Quote: 312105067/ Contracts: 204411516, 205024958 / Site ID: 1821807 / End Date: 02-28-2026 | 1 | \$375,098.67 | \$318,833.87 | \$318,833.87 |
| Smrtnr Rnwl - SW | Cisco Smart Net Software (DNA) Renewal / Quote 312105067 / Contract 202572051 / Site ID: 1030286121/ End Date: 02-28- 2026 | 1 | \$61,941.92 | \$40,881.67 | \$40,881.67 |
| | | | | Subtotal: | \$359,715.54 |

Quote Summary

| Description | Amount |
|-----------------|---------------------|
| Cisco Smart Net | \$359,715.54 |
| Total: | \$359,715.54 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|--|--------------------------------------|
| PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705 | CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 | | FAX (A/C, No): (866) 898-4905 |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A : Federal Insurance Company | | | 20281 |
| INSURER B : Chubb National Insurance Company | | | 10052 |
| INSURER C : | | | |
| INSURER D : | | | |
| INSURER E : | | | |
| INSURER F : | | | |

INSURED
CompuNet, Inc.
505 S Florence St.
Grangeville, ID 83530

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|-----------|-----------|---|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 36083947 | 11/9/2024 | 11/9/2025 | EACH OCCURRENCE | \$ 1,000,000 | | | | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | | | | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | | | | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | | | | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | |
| | | | | | | | | \$ | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 73637540 | 11/9/2024 | 11/9/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | |
| | | | | | | | BODILY INJURY (Per person) | \$ | | | | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | | | | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | | | | |
| | | | | | | | | \$ | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 56719389 | 11/9/2024 | 11/9/2025 | EACH OCCURRENCE | \$ 4,000,000 | | | | |
| | | | | | | | AGGREGATE | \$ | | | | |
| | | | | | | | | \$ 4,000,000 | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y / N</td> <td></td> </tr> <tr> <td>N</td> <td>N / A</td> </tr> </table> | Y / N | | N | N / A | | | (25)71839144 | 11/9/2024 | 11/9/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| Y / N | | | | | | | | | | | | |
| N | N / A | | | | | | | | | | | |
| | | | | | | | 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)

If applicable the following forms apply:

- General Liability (Ongoing and Completed Ops) - 80-02-2367 05.07 & 80-02-2000 04.01
- Auto Liability - 16-02-0292 11.16 & 16-02-0316 10.14
- Cyber Liability - PF-48238 02.19
- Workers Compensation - WC000313 04.84

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Notie Soak</i> |

Liability Insurance

Endorsement

| | |
|------------------------|--------------------------------------|
| <i>Policy Period</i> | NOVEMBER 9, 2024 TO NOVEMBER 9, 2025 |
| <i>Effective Date</i> | NOVEMBER 9, 2024 |
| <i>Policy Number</i> | 3608-39-47 SEA |
| <i>Insured</i> | COMPUNET, INC. |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY |
| <i>Date Issued</i> | NOVEMBER 15, 2023 |

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, 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.

This condition does not apply to **medical expenses**.



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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

Secretary of State status: [Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|-----------|-------|---------|--------|---------------|----------------|
| Chehalis General Business - Non-Resident | 14-5298 | | | Active | Mar-31-2025 | Sep-11-2014 |
| Clarkston General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-02-2020 |
| Grandview General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-08-2021 |
| Kennewick General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-01-2020 |



| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-------------|-------|---------|--------|---------------|----------------|
| Liberty Lake General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-29-2021 |
| Moses Lake General Business - Non-Resident | BUS2020-064 | | | Active | Mar-31-2025 | Sep-28-2020 |
| Pasco General Business - Non-Resident | 36914 | | | Active | Mar-31-2025 | Oct-13-2020 |
| Richland General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-30-2020 |
| Spokane General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-08-2021 |
| Sumner General Business - Non-Resident | | | | Active | Mar-31-2025 | Feb-01-2021 |
| Vancouver General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-28-2020 |
| Walla Walla General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-10-2020 |
| Wenatchee General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-28-2020 |

Governing People May include governing people not registered with Secretary of State

| Governing people | Title |
|------------------|-------|
| ENGSTROM, BROOKS | |
| MCFARLIN, TOM | |
| SCHOO, DAWN | |
| SCHOO, NOLAN B. | |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/03/2025**Committee Agenda type:** Consent**Date Rec'd**

2/27/2025

Clerk's File #

OPR 2011-0535

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

TERESA FULLER 209-7188

Requisition #**Contact E-Mail**

TFULLER@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE

Agenda Wording

No-cost extension of OPR 2011-0535 for 1 year with Central Square (formerly Superior LLC) for administration of SPD's false alarm program.

Summary (Background)

Central Square is the owner of the CryWolf software SPD utilizes for administration of its false alarm program. The agreement was previously extended by 6-months and an additional 1-year extension is being requested to allow time for the department to review and evaluate the program. Spokane Police responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps toward reducing instances of false alarms as well as offsets department costs.

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 | \$ |
| <u>Narrative</u> | |
| SPD expects to receive approximately \$440k in false alarm fees annually | |
| Amount | |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Budget Account | |
| Select | # |
| Select | # |
| Select | # |
| Select | # |
| Select | # |
| Select | # |
| Funding Source Recurring | |
| Funding Source Type Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | |
| Expense Occurrence N/A | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Dept Head | COWLES, MATTHEW |
| Division Director | COWLES, MATTHEW |
| Accounting Manager | SCHMITT, KEVIN |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Additional Approvals | |
| PS EXEC REVIEW | YATES, MAGGIE |
| Distribution List | |
| Steve Castle Stephen.castle@centralsquare.com | Teresa Fuller tfuller@spokanepolice.org |
| SPDFinance@spokanecity.org | |
| | |
| | |



CITY OF SPOKANE
POLICE DEPARTMENT

NO COST EXTENSION

Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

This Contract Extension without additional cost is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CENTRALSQUARE TECHNOLOGIES, LLC (formerly SUPERION, LLC)**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and

WHEREAS, the original contract including Extensions has run its Term, and an extension of contract for one (1) year with Central Square (formerly Superion, LLC) for administration of False Alarm Program is required.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, 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 Extension shall become effective on January 31, 2025.

3. EXTENSION.

The contract documents are hereby extended and shall run through January 30, 2026.

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.

**SUPERION, LLC dba CENTRALSQUARE
TECHNOLOGIES, 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

M24-328



License Information:

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

Entity name: SUPERION, LLC

Business name: SUPERION, LLC

Entity type: Limited Liability Company

UBI #: 604-099-158

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585

Mailing address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Filter

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|------------|-------|---------|--------|---------------|----------------|
| Bellingham General Business | 060669 | | | Active | | Apr-11-2017 |
| Bremerton General Business - Non-Resident | 32499 | | | Active | Mar-31-2025 | Feb-01-2017 |
| Issaquah General Business - Non-Resident | | | | Active | Mar-31-2025 | Apr-11-2017 |
| Lacey General Business - Non-Resident | 29229 | | | Active | Mar-31-2025 | Apr-11-2017 |
| Marysville General Business - Non-Resident | 3831RET617 | | | Active | Mar-31-2025 | Apr-11-2017 |
| Mercer Island General Business - Non-Resident | 180057 | | | Active | Mar-31-2025 | Oct-09-2019 |
| Olympia General Business - Non-Resident | 33311 | | | Active | Mar-31-2025 | Apr-11-2017 |



| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-----------|-------|---------|--------|---------------|----------------|
| Poulsbo General Business - Non-Resident | | | | Active | Mar-31-2025 | Apr-11-2017 |
| Sammamish General Business - Non-Resident | | | | Active | Mar-31-2025 | Apr-11-2017 |
| Spokane General Business - Non-Resident | | | | Active | Mar-31-2025 | May-11-2020 |

Governing People May include governing people not registered with Secretary of State

| Governing people | Title |
|---------------------------------|-------|
| CENTRALSQUARE TECHNOLOGIES, LLC | |
| ZOLET, DAVID | |

The Business Lookup information is updated nightly. Search date and time:
12/19/2024 7:33:44 AM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25 | CONTACT NAME: PHONE (A/C, No. Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURED CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746 | | INSURER(S) AFFORDING COVERAGE |
| | | NAIC # |
| | | INSURER A: The Charter Oak Fire Insurance Co. 25615 |
| | | INSURER B: Phoenix Insurance Company 25623 |
| | | INSURER C: Travelers Property Casualty Company Of America 25674 |
| | | INSURER D: Travelers Casualty And Surety Company 19038 |
| | | INSURER E: AIG Specialty Insurance Company 26883 |
| | | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** ATL-005306889-14 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | H-660-6S758660-COF-24 | 08/31/2024 | 08/31/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | BA-6S783539-24-I3-G | 08/31/2024 | 08/31/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | CUP-6S801390-24-I3 | 08/31/2024 | 08/31/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB-6S783668-24-I3-G | 08/31/2024 | 08/31/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | E&O/Cyber | | | 01-492-21-01 | 08/31/2024 | 08/31/2025 | Limit 5,000,000 SIR 1,000,000 |

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

The City of Spokane, its officers, officials and employees are included as additional insureds with respect to liability arising out of the operations and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier.

CERTIFICATE HOLDER **CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA LLC

John Whittle

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|----------------------------------|------------------|---|--|
| AGENCY MARSH USA, LLC. | | NAMED INSURED CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess E&O/Cyber:

Carrier: Indian Harbor Insurance Company
 Policy Number: MTE9043949 03
 Effective Date: 08/31/2024
 Expiration Date: 08/31/2025
 Limit: \$5M x \$5M

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:**

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. 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. If, and only to the extent that, such 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. 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 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:

COMMERCIAL GENERAL LIABILITY

- (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.

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
LIQUOR 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

COMMERCIAL GENERAL LIABILITY

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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 contract or agreement to waive that insured's right of recovery against any person or organization, we

COMMERCIAL GENERAL LIABILITY

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 execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/20/2025

Clerk's File #

OPR 2025-0199

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST #6505 / #6305

Requisition #**Contact E-Mail**

MFEIST@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**

5200 - DEVELOPMENT AGREEMENT - LOWER TERRACE SEWER

Agenda Wording

Development Reimbursement Agreement for the Seven Mile Sewer Pump Station.

Summary (Background)

In 2007 the City completed a Lower Terrace Wastewater Study, which concluded to provide wastewater services a new sewer pump station would need to be constructed. Sundance Meadows, Seven Mile Addition, Volman, and Nine Mile are all within the Lower Terrace Wastewater Study.

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 | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Expense \$ TBD | # TBD |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | mfeist@spokanecity.org |
| ebrown@spokanecity.org | eschoedel@spokanecity.org |
| | |
| | |

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Date Rec'd**

2/12/2025

Clerk's File #

RES 2025-0017

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

TODD X6715

Requisition #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

0320- JOINT RESOLUTION REGARDING AIRPORT PROPERTY SALE

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1202, consisting of approximately 14.24 acres, located immediately west of tax parcel 15365.1201, and grant and execute on a right of first refusal on 17.96-acres of adjacent and contiguous property located in the same Spokane County Tax Parcel No. 15365.1202.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property and right of first refusal.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

| | |
|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | BAIRD, CHRISTI |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | |
| Distribution List | |
| | |
| | |
| | |
| | |

City: RES 2025-0017
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
SELL PROPERTY IDENTIFIED AS A)
PORTION OF SPOKANE COUNTY)
ASSESSOR PARCELS 15365.1202)

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

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

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of tax parcel 15365.1202 consisting of approximately 14.24 acres, located immediately west of tax parcel 15365.1201 (“Property”), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of February 10, 2025 (the “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 sell the Property, and grant and execute an option to purchase the real property that is contiguous to and immediately west of the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer or Interim Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property and to consummate the transactions contemplated in the PSA.

ADOPTED by the Spokane City Council this _____ day of _____, 2025.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, 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 FEBRUARY 10, 2025,
BY AND BETWEEN SPOKANE AIRPORT AND AT ACQUISITIONS, LLC

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made as of the 10th day of February, 2025 (the “Effective Date”), by and between the SPOKANE AIRPORT, by and through its Airport Board (“Airport Board”), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (“Seller”), and AT ACQUISITIONS, LLC, a Washington limited liability company (“Buyer”). Seller and Buyer may be referred to collectively as the “Parties” and individually as a “Party” in this Agreement.

RECITALS

A. Seller is the owner of fee simple title to tax parcel 15365.1202 consisting of approximately 534.91 acres of land located generally at the south side of West McFarlane Road between South Russell Street and South Hayford Street in Spokane (“City”), Spokane County (“County”), Washington (“State”) as more particularly bounded and described on Exhibit A-1 attached hereto (the “Seller Property”).

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately 14.24 acres generally located immediately west of tax parcel 15365.1201 as depicted as area C on Exhibit A-2 and the area outlined in red in the aerial photo on Exhibit A-3, both attached hereto (hereinafter, collectively the “Real Property” and together with those items described in Recitals C through E, collectively hereinafter referred to as the “Property”), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the “Permits”), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively “Governmental Authorities”); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, “Business Day” means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with STEWART TITLE AND GUARANTY COMPANY (Attn: Kim Belcher) (“Escrow Agent” or “Title Company”) the sum of Thirty Thousand Dollars (\$30,000.00) in

Current Funds (as hereinafter defined) as earnest money (the “Initial Deposit”), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). The Initial Deposit, the Review Period Extension Deposit (defined in Section 4.1), if any, and the Entitlement Extension Deposit(s) (defined in Section 4.6(a)), if any, together with any interest accruing thereon, are collectively referred to in this Agreement as the “Earnest Money”. Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement, and one-third (1/3) of the Earnest Money (the “Nonrefundable Portion”) shall be nonrefundable to Buyer in all events absent a Seller Default. Upon receipt, Escrow Agent shall deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money.

2.2 Independent Consideration. Simultaneously with Buyer’s delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to One Hundred Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller’s execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price.

3.1 Purchase Price. As of the Effective Date, the purchase price (the “Purchase Price”) for the Property will be the product of One Hundred Eleven Thousand Seventy Eight and Zero/100 Dollars (\$111,078.00) per acre (*i.e.*, \$2.55/square foot) multiplied by the actual number of acres in the Real Property as shown on the final Segregation Plan (as defined in Section 4.7), together with Buyer’s share of closing costs and prorations, as set forth in this Agreement. The Purchase Price, together with Buyer’s share of closing costs and prorations, will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, “Current Funds” means wire transfers, certified funds, or cashier’s checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds. The foregoing Purchase Price assumes that the Real Property will consist of approximately Six Hundred Twenty Thousand Two Hundred Ninety Four and 40/100 (620,294.40) square feet and that Buyer will pay a purchase price equal to the total number of square feet multiplied by Two and 55/100 Dollars (\$2.55) per square foot. If the actual square feet of Real Property, as shown on the final Segregation Plan is greater or less than Six Hundred Twenty Thousand Two Hundred Ninety Four and 40/100 (620,294.40) square feet, the Purchase Price will be increased or decreased to equal the actual number of square feet, multiplied by the foregoing per square foot price.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time, sixty (60) days thereafter. Buyer shall have the unilateral right to extend the Review Period one (1) time for an additional thirty (30) days by delivering written notice of such extension to Seller not later than the then-scheduled expiration of the Review Period, and simultaneously with such written notice depositing with Escrow Agent the sum of Thirty Thousand Dollars (\$30,000) (the “Review Period Extension Deposit”). The Review Period Extension Deposit will be applicable to

the Purchase Price at Closing and will be nonrefundable to Buyer, unless an event occurs that entitles Buyer to the Earnest Money on deposit under this Agreement.

4.2 Review of Title. Within three (3) Business Days after the Effective Date, Buyer shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the "Title Report").

(a) Objections. Buyer shall review the Title Report and may, within forty-five (45) days after the Effective Date (the "Title Review Period"), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, prior to the expiration of the Review Period, either: (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 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have three (3) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a “Permitted Exception.” The term “Permitted Exceptions” also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller’s failure to eliminate or cure any of Buyer’s objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money on deposit (less the Nonrefundable Portion, which shall be remitted to Seller), together with any documents or instruments that Buyer has deposited with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Review of Diligence Materials. Seller shall, no later than three (3) Business Days after the Effective Date, provide Buyer (or make available for Buyer’s inspection) copies of the following items that relate to the Property (to the extent the same are in Seller’s actual possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.4(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations, *provided*, Seller will not be required to deliver to Buyer such information and documents related to the Property that is generally available to the general public (collectively, the “Current Diligence Materials”). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.4 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors (“Buyer’s Agents”) will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such examinations and surveys and to make such engineering and other non-invasive inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer’s sole cost and expense. As part of Buyer’s physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental

site assessment (the “Phase I”) for the Property, performed by an environmental consultant (the “Environmental Consultant”) acceptable to and for the benefit of and reliance on by Buyer, provided neither Buyer nor any Buyer’s Agents may obtain a Phase II environmental site assessment (the “Phase II”) or conduct any intrusive, destructive or invasive testing, any soil borings, any sampling of materials, or any water quality or microbial sampling, in connection with the issuance of a Phase II or otherwise without the prior written consent of Seller, which may be granted or withheld in Seller’s sole and absolute discretion, and may be conditioned upon, among other things, Seller’s reasonable approval of the following: (i) the contractor who will be conducting such testing; (ii) delivery of evidence of the contractor’s insurance policies; (iii) the scope and nature of the proposed testing; and (iv) the contractor’s execution and delivery of a confidentiality agreement to be provided by Seller. Seller shall have the right to be present at any or all Phase I or Phase II inspections. Buyer shall, upon Seller’s request, promptly provide Seller copies of all Additional Studies, the Phase I (and if obtained, the Phase II), and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer’s Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller’s prior written consent thereto, which consent may be given or withheld in Seller’s sole discretion. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer’s Agent has any such contact with any governmental official or representative. Notwithstanding the foregoing, Seller hereby consents to and permits Buyer to contract with Allwest to perform and conduct a limited geotechnical evaluation of the Property on the same basis as that described in the proposal attached as Exhibit G hereto.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer’s Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.4(a) of this Agreement, at Buyer’s sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same or to enforce the foregoing) (collectively, “Claims”) incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Before entering upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (b) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer’s Agents who conduct inspections of the Property, (c) workers’ compensation insurance as required by Washington statutes, and (d) employer’s liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. The commercial general liability insurance must name Seller as additional insureds. Any Buyer’s Agent that conducts an environmental inspection of the Property shall also provide evidence of environmental liability insurance of not less than One Million Dollars (\$1,000,000.00). All such insurance coverage must (i) be issued by an

insurance company licensed in Washington having a rating of at least “AVIII” by A.M. Best Company, (ii) be primary and any insurance maintained by Seller shall be excess and noncontributory, (iii) include contractual liability coverage with respect to Buyer’s indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer’s indemnity obligations under this Agreement in any manner whatsoever), and (iv) not contain any exclusions for “insured versus insured” claims as respects any potential claim by Seller against Buyer. The insurance certificate required herein shall also provide that the coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days’ prior written notice to Seller. Buyer agrees to repair any and all damages caused to the Property due to Buyer’s entry thereon and otherwise to restore the Property to the Property’s original condition before such entry. The obligations of Buyer under this Section 4.4 will survive Closing or earlier termination of this Agreement.

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

4.5 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer’s sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period (“Approval Notice”). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.5, the Earnest Money on deposit will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer or upon expiration of the Review Period, the Earnest Money on deposit will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.6 Entitlement Period.

(a) Duration. As used in this Agreement, the term “Entitlement Period” means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) the date that is one hundred eighty (180) days after the expiration of the Review Period; and (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the “Project”). Buyer

shall have the unilateral right to extend the Entitlement Period two (2) times for up to six (6) months each by delivering written notice of such extension to Seller not later than the then-scheduled expiration of the Entitlement Period, and simultaneously with such written notice depositing with Escrow Agent the sum of Thirty Thousand Dollars (\$30,000) (each, an “Entitlement Extension Deposit”). Each Entitlement Extension Deposit will be applicable to the Purchase Price at Closing and will be nonrefundable to Buyer, unless an event occurs that entitles Buyer to the Earnest Money on deposit under this Agreement. Buyer shall, during the Entitlement Period, use commercially reasonable efforts to obtain Final Approval of the Entitlements, and shall provide prompt written notice to Seller upon obtaining Final Approval of its Entitlements.

(b) Entitlements. As used in this Agreement: the term (i) “Entitlements” means all governmental or other zoning, environmental, archaeological, historical and other land use approvals, licenses, consents, waivers, abandonments or relocations of easements, entitlements and permits as Buyer, in its discretion, deems necessary or advisable in order to develop the Project, and (ii) “Final Approval” means the final, binding approvals of the Project and all Entitlements thereto by all applicable Governmental Authorities, the receipt of any and all Entitlements and the expiration of any appeal periods relating to any such Entitlements and approvals without any outstanding appeal thereto. Seller shall cooperate with Buyer and take all actions reasonably necessary to assist Buyer in Buyer’s efforts to obtain Final Approval of the Project and Entitlements, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the development of the Project that are required to be executed by the owner of the Property; *provided, however*, that no such applications or other documents may encumber the Property until the Closing unless otherwise consented to by Seller. Following the Effective Date, the submission and processing of the Entitlements shall be at Buyer’s sole cost and at the sole control and direction of Buyer.

(c) Right to Terminate Prior to Expiration of Entitlement Period. Notwithstanding anything contained in this Agreement to the contrary, Buyer may in its sole discretion cease its pursuit of the Final Approval of the Entitlements and terminate this Agreement after the expiration of the Review Period and prior to the expiration of the Entitlement Period if Buyer determines, in its sole discretion, that it will not be feasible to obtain Final Approval of all of Buyer’s desired Entitlements for the Project. Buyer may exercise such termination right by delivering written notice of termination to Seller and Escrow Agent prior to the expiration of the Entitlement Period (the “Entitlements Termination Notice”). If Buyer fails to deliver the Entitlement Termination Notice or in the alternative, fails to affirmatively notify Seller in writing on or before the expiration of the Entitlement Period that it intends to proceed with the transactions contemplated hereunder and expressly waives its right of termination under this Section 4.6(c) (the “Entitlements Approval Notice”), this Agreement shall terminate whereupon Escrow Agent shall immediately disburse the Earnest Money on deposit to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither party shall have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.7 Property Segregation; Form 7460-1.

(a) Segregation Application. During the Review Period, Buyer shall cause a preliminary site plan that outlines the proposed boundaries for the Real Property to be prepared (the “Site Plan”). On or before the expiration of the Review Period, Buyer and

Seller shall use commercially reasonable efforts to mutually agree upon the Site Plan (“Approved Site Plan”). Following the Parties mutual approval of the Approved Site Plan and after the expiration of the Review Period, Seller shall, at Seller’s sole cost and expense, prepare and submit to Buyer for Buyer’s approval a complete application for a lot line adjustment, boundary line adjustment, short plat, long plat, binding site plan, or other subdivision mechanism (as required by the relevant Governmental Authority) to create a new legally conveyable lot, parcel, or tract (consisting of not less than the Real Property) that adjusts the existing boundaries of the Seller Property to coincide with those depicted in the Approved Site Plan (the “Segregation Application”). Buyer shall have ten (10) Business Days after receipt of the Segregation Application in which to review and give Seller written notice of Buyer’s approval of the Segregation Application or its requested changes thereto. Seller shall within five (5) Business Days modify the Segregation Application as reasonably requested by Buyer, and this approval process shall be repeated until the Segregation Application is approved by Buyer. Once approved by Buyer, the Segregation Application will constitute the “Approved Segregation Application”.

(b) Submission of Approved Segregation Application; Form 7460-1. Following the Parties mutual approval of the Approved Segregation Application, (i) Seller shall take all actions necessary to segregate the Real Property from the remainder of the Seller Property and establish the Real Property as a separate legally conveyable parcel consistent with the property boundaries set forth in the Approved Segregation Application to be finalized and approved with all relevant Governmental Authorities, and thereafter to be filed or recorded in the official records of the County (“Segregation Plan”), with no Unanticipated Approval Conditions other than those approved by Buyer in writing (the “Subdivision Contingency”), and (ii) Buyer shall, working in concert with Seller, submit for FAA approval Form 7460-1, Notice of Proposed Construction or Alteration. The Parties shall reasonably cooperate (at no cost to the other Party) with each other and take all actions reasonably necessary to assist (y) Seller in Seller’s efforts to complete the Segregation Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Segregation Plan, and (z) Buyer in Buyer’s efforts to obtain a positive determination from the FAA, including airspace review clearance, with respect to Form 7460-1 and Buyer’s Project described therein (the “FAA Project Approval Contingency”). Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved Segregation Application, Segregation Plan and Form 7460-1, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Segregation Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved Segregation Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved Segregation Application or this Agreement (each, an “Unanticipated Approval Condition”), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. The parties acknowledge and agree that any “Unanticipated Approval Condition” excludes any such condition of approval provided for in that Staff Letter, dated September 13, 2023, with respect to the final approval of that *Phase I of Final Binding Site Plan of McFarlane City*, recorded October 4, 2023, as Instrument No. 7311805 (copies of which documents are provided in the Current Diligence Materials) and the further segregation of the Seller Property. If (a)

Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, which determination must be made within ten (10) days of receipt from Seller of such Unanticipated Approval Condition, that (i) the applicable Governmental Authority is unwilling to approve the Segregation Plan without the Unanticipated Approval Condition and (ii) such Unanticipated Approval Condition will have a material and adverse impact on Buyer's Project, or (b) the Subdivision Contingency is not satisfied prior to Closing, Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money on deposit to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Costs and Fees. Seller shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and administration of the Approved Segregation Application and the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the establishment of the Real Property as a separate legally conveyable parcel and the remainder of the Seller Property to be retained by Seller at Closing. Buyer shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and satisfaction of the FAA Project Approval Contingency and the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the Real Property and Buyer's Project from and after Closing.

(d) Property to Be Acquired at Closing. At Closing, Buyer must purchase the Real Property, in accordance with the terms and conditions of this Agreement applicable to the acquisition of the Property, including, without limitation, the Purchase Price set forth in Section 3 hereof.

4.8 Option to Purchase Real Property. At Closing, Seller shall provide Buyer with an option to purchase real property, the form of which is attached hereto as Exhibit F (the "Option"), to acquire a portion of the retained-Seller Property consisting of approximately twenty (20) acres located immediately to the west of the Real Property, a metes and bounds description of which is to be mutually agreed upon by the Parties prior to Closing, and is generally depicted on the attached Exhibit A-3. In consideration of the grant of the Option, at Closing, Buyer shall pay to Seller the sum of Sixteen Thousand Dollars (\$16,000) (the "Initial Option Consideration Payment"), which Initial Option Consideration Payment, and any Option Consideration Payment (as that term is defined in the Option) shall be nonapplicable towards the purchase price at the closing of the real property subject to the Option, regardless of whether Buyer elects to acquire the same.

5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The Subdivision Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7; and

(e) Seller shall have satisfied the Approval Conditions (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money on deposit shall be promptly refunded to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller); *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The Subdivision Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7; and

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively.

If any of the conditions delineated in Sections 5.2(a) or 5.2(b) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money on deposit shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 5.2(c) and 5.2(d) (the "Approval Conditions") to be satisfied on or before Closing. Upon satisfaction of any of the Approval Conditions, Seller shall provide prompt written notice to Buyer of the same.

6. Closing.

6.1 Closing Date. The closing (“Closing”) of the purchase and sale transaction contemplated in this Agreement will occur (“Closing Date”) thirty (30) days following expiration of the Entitlement Period. Notwithstanding the foregoing, provided that the Approval Conditions have been satisfied, the Closing will occur on such earlier date designated by Buyer by not less than fifteen (15) Business Days prior written notice to Seller.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement, if applicable to Seller. Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below). Buyer shall be responsible for all recording fees associated with recording the Deed (as defined below), the Access Amendment (as defined below) and the Option. Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner’s title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the “Title Policy”). Buyer shall also pay the premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any survey of the Real Property obtained by Buyer will be borne by Buyer.

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

(d) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(e) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the “Closing Statement”) on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual

figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(f) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(g) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A counterpart originally duly executed and acknowledged second amended and restated access easement agreement ("Access Amendment") of that certain *Amended and Restated Access Easement Agreement*, recorded October 10, 2023, as Instrument No. 7312764, in the form attached to this Agreement as Exhibit D.

(2) A duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

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

(4) A counterpart original, duly executed and acknowledged Option.

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

(6) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(7) 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, or cause to be executed and delivered all documents, and take such

other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

- (1) The amounts required under Section 3 and Section 6.3 in Current Funds.
- (2) A duly executed and completed REETA.
- (3) A counterpart original, duly executed and acknowledged Access Amendment.
- (4) A counterpart original, duly executed and acknowledged Option.
- (5) An original duly executed and acknowledged avigation easement (“Avigation Easement”) encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.
- (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.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

- (1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.
- (2) Record the Deed, Avigation Easement, Access Amendment and Option, in that order.
- (3) Deliver the balance of the Purchase Price plus the Initial Option Consideration Payment 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. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase “to Seller’s knowledge” as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Section 5.2(d), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Non-Foreign Person. Seller is not a "foreign person" as defined in § 1445 of the Code and any related regulations.

7.5 Due Diligence Documents. To Seller's knowledge, all of the Current Diligence Materials delivered or made available by Seller to Buyer in connection with the Property are complete copies of such items in Seller's possession or control.

7.6 No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any provisions of Seller's organizational documents, or any bond, note, or other evidence of indebtedness that will not be discharged at Closing or any judicial order or agreement to which Seller is a party or to which Seller is subject. Seller has not entered into any agreement to sell or otherwise transfer its interest in the Property except for this Agreement.

7.7 No Contracts. Seller has not entered into and is not a party to any contracts or commitments relating to the Property that extend beyond the Closing Date.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price and the Initial Option Consideration Payment, at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its members, managers or other owners is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under Anti-Terrorism Laws. As used in this Agreement, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, ruling, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

9. “AS IS” Sale; Release & Waiver; Acknowledgement.


9.1 “AS IS” Purchase.


(A) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY (AS MAY BE DISCLOSED IN THE CURRENT DILIGENCE MATERIALS OR IN THE PUBLIC DOMAIN) AND BUYER’S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY “AS IS”, “WHERE IS”, WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY (“DISCLOSURES”) PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER’S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS”.

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION

THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, INCLUDING, BUT NOT LIMITED TO BUYER'S PROJECT, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BELOW. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

(C) BUYER ACKNOWLEDGES AND AGREES THAT IT IS POSSIBLE THAT UNKNOWN PROBLEMS, CONDITIONS OR CLAIMS MAY EXIST WITH RESPECT TO THE PROPERTY AND AGREES THAT BUYER EXPLICITLY TOOK SUCH INTO ACCOUNT IN DETERMINING AND AGREEING TO THE PURCHASE PRICE, AND THAT A PORTION OF SUCH CONSIDERATION, HAVING BEEN BARGAINED FOR BETWEEN THE PARTIES WITH THE KNOWLEDGE OF THE POSSIBILITY OF SUCH UNKNOWN PROBLEMS, CONDITIONS OR CLAIMS, WAS GIVEN IN EXCHANGE FOR A FULL ACCORD, SATISFACTION AND DISCHARGE OF ALL SUCH PROBLEMS, CONDITIONS, LOSSES AND CLAIMS AND ALL RIGHTS OF CONTRIBUTION AND INDEMNITY.

Seller's Initials: 

Buyer's Initials: 

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise

regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term “Environmental Law” means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

In connection herewith and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Buyer is hereby provided with the “Environmental” section of the Seller Disclosure Statement attached hereto as Exhibit E. Buyer further agrees that any information discovered by Buyer, including such information available in the public domain, concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to

be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

9.4 Acknowledgement of Order. Buyer acknowledges receipt and review of the *Enforcement Order*, No. DE 22584, dated effective as of March 29, 2024 (“Order”), with respect to certain Seller real property. Buyer further acknowledges and agrees that pursuant to Section 8.14 of the Order, Seller has an affirmative obligation to provide a copy of the Order to any prospective purchaser, lessee, transferee, assignee or other successor in said interest with respect to the Site (as defined therein and generally depicted on Exhibit A thereof). Buyer acknowledges and agrees Seller makes no representation, warranty or covenant in respect of the Property being subject to the Order. Following the Effective Date, if Buyer and/or Seller receive written notice from the Department of Ecology notifying such party that the Order imposes certain rights and obligations in respect of the Property, Buyer and/or Seller (as the case may be) shall immediately notify such other party. Upon the closing of the transactions contemplated by this Agreement Buyer agrees to comply with the terms of the Order that pertain to the Property if the Department of Ecology makes a determination that such Order encumbers the Property. The provisions of this Section will survive the Closing.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer’s reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

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

(c) Approval Conditions. Commencing on the Effective Date, Seller shall use commercially reasonable efforts to satisfy the Approval Conditions not later than May 23, 2025 (the “Approval Conditions Deadline”), *provided, however*, that Seller’s failure to satisfy the Approval Conditions shall not be considered a default of this Agreement. Buyer and Seller shall reasonably cooperate with each other and Buyer shall take all actions reasonably necessary to assist Seller in Seller’s efforts to satisfy the

Approval Conditions, including, without limitation, submitting such materials and executing such applications and any other documents that may be requested by the FAA. Seller shall provide prompt written notice to Buyer of the satisfaction of the Approval Conditions when received. If Seller fails to provide written evidence of satisfaction of the Approval Conditions prior to the Approval Conditions Deadline, Buyer shall have the right to extend the Approval Conditions Deadline until the Closing Date by delivering written notice of such election to Seller not later than five (5) Business Days following the Approval Conditions Deadline. If Seller is unable to satisfy the Approval Conditions at any time prior to the Approval Conditions Deadline (as the same may have been extended), Buyer may terminate this Agreement by written notice to Seller, in which event the Earnest Money on deposit and all interest thereon (less the Nonrefundable Portion, which shall be remitted to Seller) shall be returned to Buyer, and thereafter all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

10.2 Post-Closing Construction Covenant of Buyer. As of the Effective Date, Seller has obtained and is in receipt of a “release” (as that term is defined in Chapter 22 of the Federal Aviation Administration (“FAA”) Airport Compliance Manual) or similar authorization for disposal of the Real Property by Seller from the FAA that formally authorizes the release and removal of the Real Property as airport dedicated real property (the “FAA Release”). Buyer acknowledges and agrees that as a condition to obtaining the FAA Release, Buyer must adhere and comply with the FAA’s approval of Buyer’s Project previously obtained in connection with the satisfaction of the FAA Project Approval Contingency while constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money on deposit will be returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER’S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER (OR BUYER’S AFFILIATE) FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER’S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY

FOR SUCH DEFAULT, THE EARNEST MONEY ON DEPOSIT WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: ^{DS} LSK

Buyer's Initials: ^{DS} ARK

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money on deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual and reasonable out of pocket documented expenses incurred exclusively with respect to this transaction in an amount not to exceed three and 36/100 percent (3.36%) of the Purchase Price or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing Party shall be awarded its or

their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

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

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Spokane International Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: lkrauter@spokaneairports.net
Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com
Fax: (509) 363-2487

If to Buyer: AT Acquisitions, LLC
12709 E. Mirabeau Parkway, Suite 10
Spokane Valley, Washington 99216
Attn: Aaron Lake and Timothy Wolff
Email: aaron@atindustrialco.com
tim@atindustrialco.com
Fax: (509) 357-1761

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Brady M. Peterson, Esq.
Email: bpeterson@lukins.com
Fax: (509) 363-5215

If to Escrow Agent: Stewart Title and Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
Attn: Kim Belcher
Email: kim.belcher@stewart.com
Fax: (509) 343-2793

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of nine (9) months (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless the Buyer notifies the Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed ten percent (10.00%) of the Purchase Price. Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

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

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the

plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms “includes,” “including,” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation,” “including, without limitation” and “include without limitation.”

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

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

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

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

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

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

15.15 Assignment. Buyer shall not assign this Agreement without Seller’s prior written consent, which consent may be withheld in Seller’s sole and absolute discretion; *provided, however,* that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller’s consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to

cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. Subject to Chapter 42.56 RCW, the provisions of this Section shall survive the Closing or any termination of this Agreement. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that this Agreement and the transactions contemplated hereby shall be subject to public communication and disclosure prior to Closing by the Seller, the City of Spokane, and Spokane County and in connection with the conditions set forth in Section 5.2(d). Seller and Buyer acknowledge and agree that the State of Washington is a disclosure state and that upon closing the transaction, the REETA will disclose the Purchase Price paid by Buyer for the Real Property as a matter of public record.

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

[signatures to appear on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

SELLER:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and County
of Spokane, Washington

DocuSigned by:
By: Lawrence J. Krauter
Name: ~~Lawrence J. Krauter~~ Krauter
Its: Chief Executive Officer

BUYER:

AT ACQUISITIONS, LLC,
a Washington limited liability company

DocuSigned by:
By: Aaron R. Lake
Name: ~~Aaron R. Lake~~ Lake
Its: Manager

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the ____ day of February, 2025. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

STEWART TITLE AND GUARANTY
COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF SELLER PROPERTY

The following real property identified by the Spokane County Assessor as tax parcel number 15365.1202:

A parcel of land located within Section 36, Township 25 North, Range 41 East of the Willamette Meridian, City of Spokane, County of Spokane, State of Washington, more particularly described as follows:

REMAINDER PARCEL PHASE 1 OF FINAL BINDING SITE PLAN OF McFARLANE CITY, AS PER BINDING SITE PLAN RECORDED IN BOOK 5 OF BINDING SITE PLANS, AT PAGES 17-19;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON (AFN 7311805).

Containing: 534.912 Acres more or less

EXHIBIT A-2 DEPICTION OF REAL PROPERTY

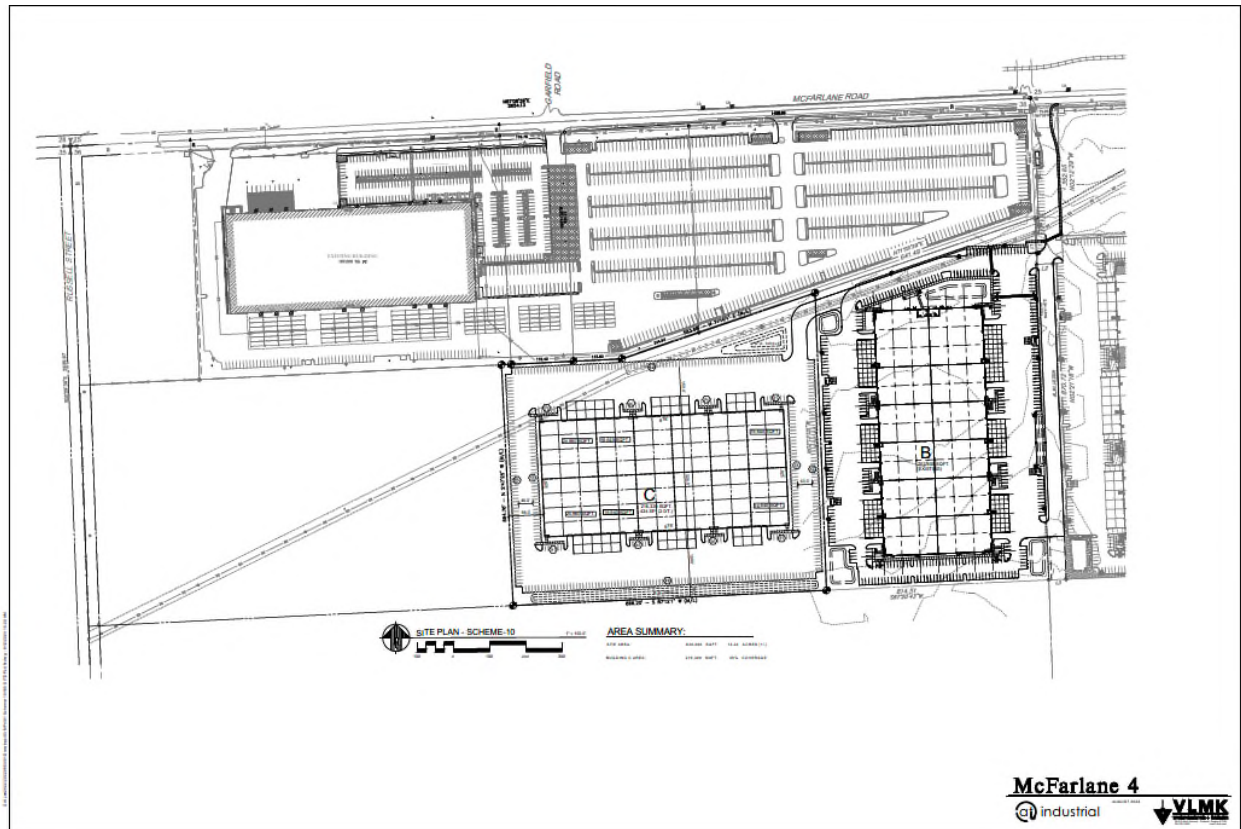


EXHIBIT A-3
AERIAL PHOTO OF REAL PROPERTY



EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Brady M. Peterson, Esq.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

| | |
|--------------------------------|-----------------------|
| DOCUMENT TITLE: | BARGAIN AND SALE DEED |
| GRANTOR: | SPOKANE AIRPORT BOARD |
| GRANTEE: | [*] |
| ABBREVIATED LEGAL DESCRIPTION: | [*] |
| ASSESSOR'S PARCEL NO.: | [*] |

BARGAIN AND SALE DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to _____, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED effective the ____ day of _____, 20 ____.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
BARGAIN AND SALE DEED

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane
and County of Spokane, Washington

By: EXHIBIT – DO NOT EXECUTE
Name: Lawrence J. Krauter
Its: Chief Executive Officer

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 20____, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Bargain and Sale Deed
Legal Description

[To be inserted]

EXHIBIT C
FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Tyler J. Black, Esq.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

| | |
|--------------------------------|-----------------------|
| DOCUMENT TITLE: | AVIGATION EASEMENT |
| GRANTOR: | [*] |
| GRANTEE: | SPOKANE AIRPORT BOARD |
| ABBREVIATED LEGAL DESCRIPTION: | [*] |
| ASSESSOR'S PARCEL NO.: | [*] |

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ____ day of _____, 20____ ("Effective Date"), by [*], a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

RECITALS

A. Grantor is the owner of fee simple title to real property consisting of approximately 14.24 acres of land located generally at the south side of West McFarlane Road between South Russell Street and South Hayford Street in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

[signature page and acknowledgements follow]

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Easement as of the Effective Date.

[Insert SPE signature block]

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of ____, 20 ____, before me personally appeared _____, to me known to be the _____ of _____, a _____, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said entity.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

EXHIBIT D
AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT

[see pages that follow]

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Shaun T. Greer
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

| | |
|-----------------------------------|--|
| DOCUMENT TITLE: | SECOND AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT |
| PHASE 2 OWNER: | AT QOZB II LLC, a Washington limited liability company |
| PHASE 3 OWNER: | AT QOZB III LLC, a Washington limited liability company |
| PHASE 4 OWNER: | [To be inserted.] |
| AIRPORT: | SPOKANE AIRPORT BOARD |
| ABBREVIATED LEGAL DESCRIPTION: | [To be inserted.] |
| ASSESSOR’S PARCEL NO.: | [To be inserted.] |

**SECOND AMENDED AND RESTATED
ACCESS EASEMENT AGREEMENT**

This SECOND AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT (“Agreement”) is granted effective the ___ day of _____, 2025 (“Effective Date”), by and among AT QOZB II LLC, a Washington limited liability company (“Phase 2 Owner”), AT QOZB III LLC, a Washington limited liability company (“Phase 3 Owner”), [To be inserted.] (“Phase 4 Owner”), and SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (the “Airport”). The Phase 2 Owner, Phase 3 Owner, Phase 4 Owner and Airport may hereinafter be individually referred to as a “Party” or collectively as the “Parties”.

A. The Phase 2 Owner is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the “Phase 2 Property”).

B. The Phase 3 Owner is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 2 attached hereto and incorporated herein by this reference (the “Phase 3 Property”).

C. The Phase 4 Owner is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 3 attached hereto and incorporated herein by this reference (the “Phase 4 Property”).

D. The Airport is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 4 attached hereto and incorporated herein by this reference (the “Airport Property”). The Phase 2 Property, Phase 3 Property, Phase 4 Property and Airport Property may hereinafter be individually referred to as a “Property” or collectively as the “Properties”.

E. The Parties desire to amend and restate that certain Amended and Restated Access Easement Agreement, recorded October 10, 2023, as Instrument No. 7312764 (“Prior Agreement”), in its entirety to (i) reflect the joinder of Phase 4 Owner and (ii) provide for the terms and conditions relating to the benefits and burdens of the Properties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement.

a. Grant of Easement. The Parties hereby grant, convey, warrant and deliver to each other Party, and such Party’s invitees, successors and assigns, a non-exclusive easement upon, over, through and across, that portion of Phase 2 Property, Phase 3 Property, and Phase 4 Property legally described on the attached Schedule 5 (collectively, “Easement Area”) for:

(i) vehicular ingress and egress, of any kind or nature whatsoever, over, upon and across the Easement Area (collectively, the “Driveways”); and

(ii) pedestrian and bicycle ingress and egress over, upon and across the Easement Area (collectively, the “Walkways”).

The Driveways and Walkways, and all uses incidental thereto are hereinafter referred to collectively, “Easements”.

b. No-Build Covenant. No Party shall construct or erect any fences or structure over, upon or across the Easement Area, or otherwise obstruct or prevent access to the Easement Area by any other Party, or such Party’s invitees, or successors and assigns.

c. Environmental. The Easements granted hereunder do not extend to or provide any Party hereto or any other party with a right of access or authority to conduct environmental investigations, studies, remediation, or other activities related thereto in the Easement Area or any other portion of the Properties without the prior written consent of such Property owner, except in respect of such Party’s Property or the portions of the Easement Area encumbering the same.

2. Covenants Run With the Land. The covenants given and the Easements granted pursuant to this Agreement shall be deemed to be covenants running with the Phase 2 Property, Phase 3 Property, and Phase 4 Property and shall be binding upon and benefit the Properties.

3. Not a Public Dedication. The Easements and covenants established by this Agreement shall be for the benefit of and restricted solely to the use of the Parties, and such Party's heirs and assigns, as the case may be, and their respective invitees, successors and assigns, and shall be used only for the purposes described herein. Phase 2 Owner, Phase 3 Owner, and Phase 4 Owner, in respect of such Party's Property, shall not grant easement rights to any other person or entity in the Easement Area; *provided, however*, nothing contained in this Agreement shall be construed as excluding Phase 2 Owner, Phase 3 Owner, or Phase 4 Owner (as the case may be) or Phase 2 Owner's, Phase 3 Owner's, or Phase 4 Owner's tenants, invitees, successors, and assigns from making use of the Easement Area located on such Party's Property to the extent such use does not unreasonably interfere with any other Party's use for the purposes described herein. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of the Easements in the general public or for the general public or for any public purposes whatsoever.

4. Maintenance. Phase 2 Owner, at Phase 2 Owner's sole cost and expense, shall be solely responsible for the cost of the initial installation of the Easements in the Easement Area in respect of the Phase 2 Property, and thereafter, the cost and expense of any maintenance, repair, replacement, and general upkeep of the Easements and the Easement Area in respect of the Phase 2 Property ("Phase 2 Maintenance Costs"). Phase 3 Owner, at Phase 3 Owner's sole cost and expense, shall be solely responsible for the cost of the initial installation of the Easements in the Easement Area in respect of the Phase 3 Property, and thereafter, the cost and expense of any maintenance, repair, replacement, and general upkeep of the Easements and the Easement Area in respect of the Phase 3 Property ("Phase 3 Maintenance Costs"). Phase 4 Owner, at Phase 4 Owner's sole cost and expense, shall be solely responsible for the cost of the initial installation of the Easements in the Easement Area in respect of the Phase 4 Property, and thereafter, the cost and expense of any maintenance, repair, replacement, and general upkeep of the Easements and the Easement Area in respect of the Phase 4 Property (together with the Phase 2 Maintenance Costs and Phase 3 Maintenance Costs, collectively, "Maintenance Costs"). Once the Airport Property is developed, the Parties, their respective successors and assigns, or the then-owner(s) of the Properties (as the same may be further subdivided), shall be responsible for payment of a share of Maintenance Costs, with each Party being responsible for its pro-rata share of the Maintenance Costs, which will be a fraction, the numerator of which is the number of parcels owned by such Party, and the denominator of which is the number of all parcels encumbered by this Agreement, provided, such total number of parcels is based on the number of parcels developed and actively engaged in the use and enjoyment of the Easements as herein provided.

5. Payment of Maintenance Cost. Phase 2 Owner, Phase 3 Owner, and Phase 4 Owner (or their designated representative), shall notify the Airport which of them (i.e., Phase 2 Owner, Phase 3 Owner, or Phase 4 Owner) shall bear the responsibility to provide each Property owner under this Agreement with quarterly itemized statements detailing any Maintenance Costs (the "Designated Party"). If any part of any Maintenance Costs billed to a Property owner by the Designated Party is not paid and received by such Property owner (or its designated agent) within thirty (30) days after the Property owner's receipt of a written request from the Designated Party for payment of such Property owner's prorata share of Maintenance Costs (a "Delinquent Cost"), an automatic late charge equal to five percent (5%) of the charge (but not less than Ten Dollars (\$10.00)) shall be added to and collected with the charge. Additionally, the total unpaid amounts of any Delinquent Cost (including the late charge) shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid (but in no event in excess of an applicable maximum rate established by law). Any Delinquent Cost that remains unpaid for more than ninety (90) days following the Designated Party's

initial written request shall constitute a lien on such Party's Property (a "Maintenance Cost Lien"), prior and superior to all other liens recorded subsequent to the recording of the Maintenance Cost Lien, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) labor or materialmen's liens arising under Washington law (timely and duly filed) if the legal effective date is prior to the recording of the Maintenance Cost Lien.

6. Indemnification. The Parties and their successors and assigns shall indemnify and hold harmless each other Party from and against any claim, cost, expense, or liability of any nature, including but not limited to, damage done to the improvements, resulting from the use of the Easements by such other Party or its invitees, successors and assigns.

7. Consent to Modification. This Agreement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then-Property owners of each of the Properties; *provided, however*, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural and the plural shall include the singular. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

10. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement, including the Prior Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions herein set forth.

11. Dispute Resolution. The Parties agree that any dispute or claim arising by, between or among them in respect of any provision of this Agreement, including, but not limited to the Maintenance Cost, the Parties so involved shall meet and confer in good faith to fairly and equitably resolve the dispute. If the Parties cannot resolve the issue or dispute, then the dispute shall be resolved in accordance with Section 12 below.

12. Miscellaneous. The recitals provided at the outset of this Agreement are hereby incorporated by reference in this Agreement as though fully set forth herein. In the event a Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement shall be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in Superior Court in Spokane County, Washington, and the Parties hereby waive the right

to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

[signature pages and acknowledgements follow]

**PHASE 3 OWNER SIGNATURE PAGE
TO
SECOND AMENDED AND RESTATED
ACCESS EASEMENT AGREEMENT**

PHASE 3 OWNER:

AT QOZB III LLC,
a Washington limited liability company

By: AT GP/M LLC,
a Washington limited liability company
Its: Manager

By: EXHIBIT – DO NOT EXECUTE
Name: Timothy M. Wolff
Title: Manager

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2025, before me personally appeared Timothy M. Wolff, to me known to be the Manager of AT GP/M LLC, a Washington limited liability company, the Manager of AT QOZB III LLC, a Washington limited liability company, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

**PHASE 4 OWNER SIGNATURE PAGE
TO
SECOND AMENDED AND RESTATED
ACCESS EASEMENT AGREEMENT**

PHASE 4 OWNER:

[To be inserted.]

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2025, before me personally appeared [To be inserted.], to me known to be the [To be inserted.] of [To be inserted.], the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

SCHEDULE 1

LEGAL DESCRIPTION TO PHASE 2 PROPERTY

Lot 2 of McFarlane Final City Short Plat, according to plat recorded in Volume 36 of Short Plats, page(s) 48-50;

Situate in the City of Spokane, County of Spokane, State of Washington.

SCHEDULE 2

LEGAL DESCRIPTION TO PHASE 3 PROPERTY

Lot 1 in Block 1 of Final Binding Site Plat of McFarlane City, as per plat recorded in Volume 5 of Binding Site Plans, page(s) 17–19;

Situate in the City of Spokane, County of Spokane, State of Washington.

SCHEDULE 3

LEGAL DESCRIPTION TO PHASE 4 PROPERTY

[To be inserted.]

Situate in the City of Spokane, County of Spokane, State of Washington.

SCHEDULE 4

LEGAL DESCRIPTION TO AIRPORT PROPERTY

[To be inserted.]

SCHEDULE 5

LEGAL DESCRIPTION OF EASEMENT AREA

AS TO A PORTION OF THE PHASE 2 PROPERTY, LEGALLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13'; THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE POINT OF BEGINNING;

THENCE; N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT; THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE POINT OF BEGINNING.

CONTAINING: 0.718 ACRES

AS TO A PORTION OF THE PHASE 3 PROPERTY, LEGALLY DESCRIBED AS FOLLOWS:

A parcel of land located within the northwest quarter of the northeast quarter of section 36, Township 25 North, Range 41 East of the Willamette Meridian, city of Spokane, Spokane County Washington, more particularly described as follows:

Commencing at the north quarter corner of said section 36, monumented with a 2" outside diameter iron pipe filled with concrete and a small steel pin, inside a monument case, from which the northwest corner of said section 36 bears S87°08'28"W 2654.13 feet monumented with a 2 1/2" brass cap PLS 9967 inside a monument case;

Thence S2°11'48"E 30.00 feet along the west line of the northeast quarter of said section 36 to the southerly right of way line of W. McFarlane Road monumented with a 5/8" rebar and blue plastic cap marked T-O ENG PLS 46153, said rebar being the northwest corner of lot 2 of the McFarlane Final City Short Plat , recorded per auditor's file number 7143769, records of Spokane County;

Thence S2°12'32"E 299.95 feet along the westerly line of said lot 2, to a 1/2" rebar and yellow plastic cap marked Benthin LS 13315, said rebar being the southeast corner of existing Spokane County parcel number 15362.0032;

Thence continuing along said westerly line, S2°10'15"E 128.71 feet to a 5/8" rebar and yellow plastic cap marked T-O ENG PLS 57444 and the **point of beginning**.

Thence leaving said westerly line, N87°38'24"E 45.51 feet along lot 2 to an angle point of said lot 2 monumented with a 5/8" rebar and yellow plastic cap marked T-O ENG PLS 57444;

Thence S2°21'18"E 870.72 feet along the westerly line of said lot 2 to the southwest corner of said lot 2 monumented with a 5/8" rebar and yellow plastic cap marked T-O ENG PLS 57444;

Thence S87°35'07"W 47.91 along the south line of the northwest quarter of the northeast quarter of said Section 36 to the southwest corner of said northwest quarter of the northeast quarter monumented with a 5/8" rebar and no identification;

Thence N2°11'48"W 870.77 feet along the west line of said northwest quarter of the northeast quarter to the **point of beginning**.

Containing: 40,672 Square feet, 0.934 Acres more or less



A handwritten signature in black ink, appearing to read "B. McCluer", written over a horizontal line.

AS TO A PORTION OF THE PHASE 4 PROPERTY, LEGALLY DESCRIBED AS FOLLOWS:

[To be inserted.]

EXHIBIT E
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

**SPOKANE AIRPORT BOARD
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

NOTICE TO THE BUYER: AT ACQUISITIONS, LLC

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY GENERALLY KNOWN AS TAX PARCEL 15365.1202 CONSISTING OF APPROXIMATELY FIVE HUNDRED THIRTY FOUR AND 91/100 (534.91) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST MCFARLANE ROAD BETWEEN SOUTH RUSSELL STREET AND SOUTH HAYFORD STREET IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE “PROPERTY”) AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER’S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER’S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER’S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

| SELLER’S DISCLOSURES - ENVIRONMENTAL | YES | NO | DON’T KNOW |
|--|--------------------------|--------------------------|--------------------------|
| If the answer is “Yes” to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. | | | |
| *A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Has the Property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Has the Property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

** SEE ATTACHED FOR ADDITIONAL INFORMATION.
ADDITIONAL NOTICES TO BUYER: INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to Seller’s knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Buyer has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington

By: _____
Lawrence J. Krauter, its Chief Executive Officer

Date: _____

BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the “Buyer’s acceptance” portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller’s signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER’S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER’S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER’S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer’s right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: AT ACQUISITIONS, LLC, a Washington limited liability company

By: _____
Name: _____
Its: _____

Date: _____

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

EXHIBIT A
SELLER PROPERTY LEGAL DESCRIPTION

The following real property identified by the Spokane County Assessor as tax parcel number 15365.1202:

A parcel of land located within Section 36, Township 25 North, Range 41 East of the Willamette Meridian, City of Spokane, County of Spokane, State of Washington, more particularly described as follows:

REMAINDER PARCEL PHASE 1 OF FINAL BINDING SITE PLAN OF McFARLANE CITY, AS PER BINDING SITE PLAN RECORDED IN BOOK 5 OF BINDING SITE PLANS, AT PAGES 17-19;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON (AFN 7311805).

Containing: 534.912 Acres more or less

EXHIBIT F

FORM OF OPTION TO PURCHASE REAL PROPERTY

[see pages that follow]

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION TO PURCHASE REAL PROPERTY ("Agreement") is effective this ____ day of _____, 202__ ("Effective Date") by and between SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor"), and [AT ACQUISITIONS, LLC, a Washington limited liability company ("Grantee")].

This Agreement is made with reference to the following facts:

A. Grantor and [AT ACQUISITIONS, LLC, a Washington limited liability company, as buyer] entered into that *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated January ____, 2025 (the "Purchase Agreement") for the sale of the Property (as defined in the Purchase Agreement) generally located in the City of Spokane, County of Spokane, State of Washington.

B. As a condition precedent to the closing of the Property pursuant to the Purchase Agreement, Grantor desires to grant an option to Grantee to purchase a portion of the seller-retained Seller Property (as defined in the Purchase Agreement) consisting of approximately twenty (20) acres located immediately to the west of the Property (hereinafter, "Option Property") on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and provisions in this Agreement and other good and valuable consideration, Grantor and Grantee agree as follows:

1. Option. Grantor hereby grants to Grantee during the Option Term, as defined below, the right to purchase the Option Property ("Option") on the terms and conditions in this Agreement. The Option may be exercised after the Effective Date, and the Option expires and may no longer be exercised on the day that is three (3) years after the Effective Date or unless otherwise terminated pursuant to this Agreement (such amount of time being the "Option Term").

a. Notice to Exercise Option. The Option shall be exercised by the receipt, during the Option Term by Grantor, of a notice ("Notice to Exercise Option") that Grantee intends to purchase the Option Property.

b. Notice to Terminate Option. At any time during the Option Term, Grantee may terminate this Agreement and the Option by sending written notice of such termination to Grantor. If Grantee terminates this Agreement and the Option as provided in the preceding sentence, each Option Consideration Payment (as defined in Section 3 below) that was made prior to the date of the termination notice shall be retained by Grantor and the parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement.

2. Purchase Price. The purchase price ("Purchase Price") for the Option Property will be either: (i) if Grantee delivers its Notice to Exercise Option within one (1) year of the Effective Date of this Agreement, the Purchase Price will be One Hundred Eight Thousand Nine Hundred and Zero/100 Dollars (\$108,900.00) per acre (i.e., \$2.50/square foot) or (ii) if Grantee delivers its Notice to Exercise Option on or after the one (1) year anniversary of the Effective Date, the Purchase Price will be the foregoing "price-per-square-foot" as adjusted by using the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers ("CPI-U") U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) (the "Index"). If Grantee delivers its Notice to

Exercise Option pursuant to clause (ii) of the preceding sentence, the “price-per-square-foot” shall be increased by multiplying the “price-per-square-foot” (i.e., \$2.50/square foot) by a fraction, the numerator of which is the CPI-U for the month that is one (1) month prior to the delivery of the Notice to Exercise Option (or the month closest thereto for which a CPI-U number is available), and the denominator of which is the CPI-U for the same month during the first (1st) year of this Agreement (or the month closest thereto for which a CPI-U number is available). For purposes of example only, assuming the Effective Date is October 1, 2025 (such that the first adjustment date is October 1, 2026), CPI-U for September, 2026 is 110 and the CPI for September, 2025 is 105, then the “price-per-square-foot” shall be $\$2.62 = (\$2.50 \times (110 \div 105))$. In no event shall the “price-per-square-foot” be decreased below \$2.50/square foot.

3. Consideration for Option. Grantee shall pay to Grantor as consideration for the grant of the Option the sum of Sixteen Thousand and Zero/100 Dollars (\$16,000.00) (each, an “Option Consideration Payment”) (i) concurrently with the closing of the transactions contemplated by the Purchase Agreement, and (ii) on or prior to each annual anniversary of the Effective Date, unless and until this Agreement is earlier terminated. Each Option Consideration Payment is consideration for Grantor’s grant of the Option during the Option Term and shall not be refunded back to Grantee under any circumstance. Each Option Consideration Payment, as aggregated over the Option Term, shall not be deemed to relieve Grantee from paying the Purchase Price and shall not be applicable to the Purchase Price.

4. Definitive Agreement regarding Option Property. Within thirty (30) days following delivery of Grantee’s Notice to Exercise Option, Grantor and Grantee agree to use commercially reasonable efforts to agree upon the definitive purchase and sale agreement (“Definitive Agreement”) to be entered into by and between Grantor and Grantee for the purchase and sale of the Option Property, which Definitive Agreement will be in substantially similar form, including customary terms and conditions, as the Purchase Agreement. If the parties fail to execute the Definitive Agreement within the time period specified in this Section 4, this Agreement shall automatically terminate, each Option Consideration Payment shall be retained by Grantor and the parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement.

5. Default.

a. By Grantee. Grantee will be in default under this Agreement if: (i) Grantee fails to make any Option Consideration Payment on or prior to the date on which it is due, or (ii) Grantee fails to perform any of its obligations in this Agreement within three (3) business days after written notice from Grantor of such failure. In the event of any Grantee default hereunder, Grantor may terminate this Agreement by delivery of a written notice of termination to Grantee and all Option Consideration Payments previously made by Grantee will be retained by Grantor as liquidated damages as Grantor’s sole and exclusive remedy for Grantee’s default.

b. By Grantor. Grantor will be in default under this Agreement if Grantor fails to perform any of its obligations in this Agreement within three (3) business days after written notice from Grantor of such failure. In the event of any Grantor default hereunder, Grantee may either (i) terminate this Agreement by giving written notice to the Grantor; or (ii) bring an action for specific performance of this Agreement.

6. Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another

permissible method of delivery, (iii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Spokane International Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: lkrauter@spokaneairports.net
Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com
Fax: (509) 363-2487

If to Grantee: AT Acquisitions, LLC
12709 E. Mirabeau Parkway, Suite 10
Spokane Valley, Washington 99216
Attn: Aaron Lake
Timothy Wolff
Email: aaron@atindustrialco.com
tim@atindustrialco.com
Fax: (509) 357-1761

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Brady M. Peterson, Esq.
Email: bpeterson@lukins.com
Fax: (509) 363-5215

7. Miscellaneous Provisions.

- a. The above recitals are hereby incorporated by this reference.
- b. This is the entire agreement between the parties with respect to the subject matter hereof.
- c. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
- d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

e. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

f. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

g. This Agreement may not be amended or modified except by a document in writing signed by the parties hereto.

h. In the event any provision or any portion of any provision in this Agreement shall be deemed invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter any remaining portion of any provision or any other provisions hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

i. The waiver by any party of any right granted to it shall not be deemed to be a waiver of any other right granted, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

j. This Agreement may be signed in several counterparts, each of which shall be deemed an original but all constituting only one agreement.

k. The terms “day” or “days” as used herein shall mean calendar day or days. As used herein, the term “business day” shall mean a day other than a Saturday, Sunday or any day on which banking institutions in the City of Spokane, Washington are authorized or required by law or executive order to be closed. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day.

l. This Agreement or any memorandum hereof may be recorded in the real property records of Spokane County, Washington.

m. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

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

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GRANTOR:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and County
of Spokane, Washington

By: EXHIBIT – DO NOT EXECUTE
Name: Lawrence J. Krauter
Its: Chief Executive Officer

GRANTEE:

AT ACQUISITIONS, LLC,
a Washington limited liability company

By: EXHIBIT – DO NOT EXECUTE
Name: Aaron R. Lake
Its: Manager

EXHIBIT A

LEGAL DESCRIPTION TO PROPERTY

That certain real property located in the County of Spokane, State of Washington, legally described as follows:

[METES AND BOUNDS LEGAL DESCRIPTION TO BE INSERTED PRIOR TO EXECUTION]

EXHIBIT G

APPROVED ALLWEST LIMITED GEOTECHNICAL EVALUATION PROPOSAL

[see pages that follow]



January 26, 2021

Mr. Brett Hardison
AT Acquisitions, LLC
12709 East Mirabeau Parkway
Spokane Valley, WA 99216

**RE: Proposal for Limited Geotechnical Evaluation
McFarlane 2 Development
SW of South Hayden Road and West McFarlane Road
Airway Heights, Washington
ALLWEST Project No. 221-015G**

Mr. Hardison:

ALLWEST appreciates the opportunity to present this proposal to perform a Limited Geotechnical Evaluation for the proposed development in Airway Heights, Washington. The purpose of the geotechnical evaluation is to assist you in designing foundations, slabs, pavements, and stormwater management facilities related to the proposed development. This proposal provides a detailed scope of services for the project and an estimated fee to complete the services.

PROJECT DESCRIPTION

According to a preliminary site layout plan provided by AT Industrial, we understand two warehouses totaling approximately 568,000 square feet are proposed on approximately 30.4 acres of vacant land. Specifically, the development is proposed on a portion of Spokane County parcel 15365.9025 with access from West McFarlane Road. The remainder of the property is to be utilized for asphalt parking/drive areas and stormwater management facilities. Specific design criteria were not available at the time this proposal was prepared. For our purposes, we have assumed that wall loads will be on the order of 2 to 6 kips per lineal foot and column loads, if any, will be on the order of 150 kips or less. We have further assumed traffic loads in the parking and drive areas will consist primarily of passenger car traffic with occasional truck traffic.

SCOPE OF SERVICES

Geotechnical Evaluation

In order to evaluate subsurface conditions within the footprint of the proposed structures, we propose a combination of both test pits and borings be utilized to investigate subsurface conditions at the site based on anticipated building loads and

site grading. Test pits are a cost effective way of evaluating soil conditions within the upper 10 to 15 feet of the ground surface. However, the test data obtained from test pits may be insufficient if significant footing loads or site grading are proposed for the site, or if shallow bedrock is encountered. For larger structures, borings provide subsurface information to depths within the area of influence of footing bearing grade and provide an evaluation of rock quality through coring if bedrock is encountered. For the purpose of this proposal, we propose approximately 15 to 20 test pits and potentially 4 to 6 borings be excavated/drilled to evaluate subsurface conditions at the site depending on building loads/grading.

Reconnaissance: The site reconnaissance will be performed by an ALLWEST representative, who will walk the site to observe the surface conditions. The purpose of this reconnaissance will be to collect information regarding any features that could affect the proposed construction. We will record our observations by means of notes, sketches, and/or photographs.

Standard Geotechnical Drilling and Coring: We propose to drill borings with equipment and crew under direct contract with ALLWEST. We will utilize a standard hollow stem auger drill rig to evaluate soil strength characteristics for evaluating, bearing capacities and settlement criteria for the proposed development. In the event bedrock is encountered above the proposed termination depths, continuous rock coring will be performed to evaluate rock quality. We propose borings extend to a depth of 25 feet below the ground surface. A representative from ALLWEST will be continuously on site at the time of drilling to observe and record subsurface conditions encountered in the borings. This proposal includes a fee for one day of drilling which we estimate will equate to drilling of approximately 4 to 6 borings.

Test Pits: We propose to advance test pits with either a rubber-tired or tracked backhoe with operator under contract to ALLWEST. An experienced representative from our office will continuously observe the test pits, log the subsurface conditions, collect representative soil samples, and transport all samples to our laboratory for further visual examination and testing. The test pits will be loosely backfilled to the existing ground surface.

Permeability Testing: In order to evaluate the permeability of the in-situ soils, we will perform permeability testing in accordance with the Spokane Regional Stormwater Manual (SRSM). Depending on the grain size distribution of soils encountered at the site, we will either perform soils laboratory testing or in-situ infiltration testing in order to evaluate the permeability rate of the site soils as outlined in the SRSM. We recommend the proposed stormwater management locations be provided to ALLWEST prior to the subsurface investigation so that representative infiltration data can be obtained for the site.



Field Coordination: Upon arrival at the site, we assume our equipment and crew will be given ready access to the work locations and any necessary permits or rights-of-entry will have been obtained in advance by you. We will stake the proposed boring/test pit locations. We will also conduct the utility locate as required by law. Additionally, we assume that any private utilities will either be marked in the field and/or on provided plans prior to construction.

Site Restoration: We will exercise due care while working at the site, but it should be realized that some surface disturbance is unavoidable. Such disturbance could include tire rutting, soil mounds, bare spots, slight subsidence, and/or soft areas. Although we perform general clean-up tasks before leaving the site, complete restoration of any disturbed areas is not included in our scope of services.

Geotechnical Laboratory Testing

We propose to conduct a series of geotechnical laboratory tests on selected soil samples obtained from our explorations in order to evaluate the engineering and index properties of the site soils. These tests may include particle size distribution tests, Atterberg limits tests, unconfined compressive strength on rock tests, or other tests as deemed necessary and appropriate based on the soil encountered. We will store all samples for sixty days after the report has been issued and then discard them, unless prior arrangements are made for longer-term storage.

Geotechnical Research and Analysis

To supplement our field exploration and laboratory testing programs, we propose to review various sources of geotechnical information concerning the project site. Such sources will likely include geologic maps and other published documents. Available soil logs and laboratory test results associated with previous subsurface explorations performed on or near the site will also be reviewed. We will subsequently analyze field exploration and laboratory testing data in order to develop conclusions and recommendations concerning the geotechnical aspects of the project.

Geotechnical Report Preparation

After analyzing the site conditions and the laboratory test results, we will prepare and submit to you one digital copy of our *Limited Geotechnical Evaluation Report* for the project site. Our report will include the following specific items:

- Site plan showing approximate exploration locations;
- Descriptive logs of our subsurface explorations;
- Results of our field and laboratory tests;
- Description of surface, soil, and groundwater conditions;
- Conclusions regarding suitable types of foundations;
- Recommendations for site preparation;
- Design criteria for the foundations, including allowable bearing pressures;
- Estimated total and differential settlements;



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/24/2025**Date Rec'd** 2/19/2025**Clerk's File #** RES 2025-0018**Cross Ref #****Project #****Submitting Dept** RISK MANAGEMENT**Bid #****Contact Name/Phone** MATT BOSTON 625-6820**Requisition #****Contact E-Mail** MBOSTON@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** 5800 - SETTLEMENT RESOLUTION**Agenda Wording**

Resolution settlement of claim for damages to homeowner residence

Summary (Background)

Resolution settlement of claim for damages to homeowner resident Dan Eakin as a result of a water damage to his home at E 30th. The damage was caused by a City water main brake which flooded his basement for approximately 12 hours. Total payout \$125,821.49.

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

N/A

| | |
|--|-------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 125,821.49 |
| Current Year Cost | \$ 125,821.49 |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | One-Time |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | JORDAN, SCOTT |
| Division Director | BOSTON, MATTHEW |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Zach.Ray@us.davies-group.com | mboston@spokanecity.org |
| lsmithson@spokanecity.org | ehaugen@spokanecity.org |
| | |
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RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Daniel Eakin (“Claimant”) on November 22, 2024, arising out of an incident on or about November 13, 2024, 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 TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND 49/100 (\$125,821.49)**.

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 TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND 49/100 (\$125,821.49)**, 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 _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/20/2025

Clerk's File #

RES 2025-0019

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CM CATHCART 6257

Requisition #**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART JBINGLE

Sponsoring at Administrators Request

NO

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

0320 - RESOLUTION OPPOSING HOUSE BILL 1339

Agenda Wording

A resolution preserving non-partisan elections and protecting voter engagement by opposing House Bill 1339 and the shift of municipal elections to even-numbered years.

Summary (Background)

A resolution opposing House Bill 1339 and preserving non-partisan elections and protecting voter engagement by opposing the shift of municipal elections to even-numbered years. A formal resolution is required by Council Rules to add this item to the City of Spokane's State Legislative Agenda in order to adopt a position of opposition on the legislation.

What impacts would the proposal have on historically excluded communities?

This resolution seeks Council consensus in opposing HB 1339 which could impact all voters across Spokane. Moving municipal elections would bury local issues beneath high-profile state and federal races, making it harder for voters to focus on local governance. It doesn't just open the door to partisan interference—it kicks it in. Holding local elections concurrently with presidential, legislative, and congressional campaigns will leave voters little time or energy to research down-ballot issues. City elections work best when voters can focus on local leadership, not when they're lumped in with national political brawls. In a recent article, Spokane County

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 goals of the Spokane Fair Elections Code are to institute regulations for the fair conduct of elections for City of Spokane public offices, and to ensure a high degree of transparency in the conduct of our local electoral process. The Spokane Fair Elections Code compliments Washington State's campaign finance regulations (RCW 42.17A). It also coincides with the rules and procedures established by the Spokane County Auditor, which is administered and enforced by the Washington Public Disclosure Commission (PDC). The Spokane Fair Elections Code is administered by the City of Spokane Contract and Business Standards Compliance Office, within the City's Department of Grants Management and Financial Assistance.

Council Subcommittee Review

This item was not submitted to a subcommittee due to the need for urgency with the timing of HB 1339 moving through the state's legislative process. This item will be submitted to the Council's Legislative Committee for review and discussion.

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|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | BUSTOS, KIM |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | |
| Distribution List | |
| | |
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| | |

RESOLUTION NO. 2025-0019

A RESOLUTION preserving non-partisan elections and protecting voter engagement by opposing House Bill 1339 and the shift of municipal elections to even-numbered years.

WHEREAS, House Bill 1339, under consideration in the Washington State Legislature, proposes consolidating municipal elections with state and federal cycles, as an option to start, yet history shows that such ‘optional’ changes rarely remain so once state precedents and mandates take hold—; jeopardizing the long-established tradition of odd-year contests dedicated to local governance; and

WHEREAS, the Spokane City Charter, approved by the voters of Spokane, explicitly establishes that general municipal elections shall be held in November of odd-numbered years, reinforcing a long-standing framework designed to ensure focused, issue-driven local governance; and

WHEREAS, local elections should minimize overt partisanship because municipal offices are non-partisan by design, encouraging issue-based campaigning and collaboration, and further, merging these races with state or federal elections inherently exposes them to broader partisan narratives; and

WHEREAS, research indicates that the introduction of partisan information in nonpartisan elections leads voters to align their choices with their partisan affiliations, effectively transforming nonpartisan contests into partisan ones (*Squire, P., & Smith, E. R. A. N. (1988)*—[**Reference:** *Squire, P., & Smith, E. R. A. N. (1988). The effect of partisan information on voters in nonpartisan elections. The Journal of Politics, 50(1), 169–179..*]; and

WHEREAS, large political action committees and special interest groups—already mobilized for higher-level races—can more easily extend their influence to local contests when election cycles coincide, and this influx of outside funding can overshadow the voices of smaller, community-oriented campaigns, distorting the local democratic process; and

WHEREAS, incumbents in local offices typically enjoy built-in advantages such as name recognition, existing donor networks, and established media relationships;

WHEREAS, challengers in off-year (odd-year) municipal elections rely heavily on direct voter contact, grassroots operations, and local endorsements to establish credibility, and under an even-year model, they must compete against high-profile, well-funded campaigns for media coverage and donor support, effectively relegating local races to a secondary or tertiary concern solidifying support for incumbents who align—whether officially or by perception—with prominent partisan figures or platforms, and encouraging voting by slate rather than careful, candidate-specific evaluation; and

WHEREAS, empirical evidence demonstrates extended ballots significantly lower voter turnout—especially in down-ballot races—by increasing voter fatigue and the likelihood that voters will skip local contests which appear at the end of the ballot (*Dellis, Feigenbaum & Hall, 2023*) [**Reference:** *Dellis, M., Feigenbaum, J. & Hall, A. B. (2023). Too Much of a Good Thing? Longer Ballots Reduce Voter Participation. ResearchGate Publication.*]; and

WHEREAS, researchers at the University of California, Berkeley, have found that extended decision-making diminishes voter engagement and leads to suboptimal or “low-information” votes, further intensifying the phenomenon of “choice fatigue,” and as ballots grow in length, voters are more prone to confusion, mistakes, or premature “ballot drop-off”—stopping participation partway through a longer ballot, with the result that, because local measures and candidates would be positioned after numerous federal, state, legislative, and judicial contests, the painstaking educational efforts of local campaigns may not translate into informed votes (*Augenblick & Nicholson, 2016*) [**Reference:** *Augenblick, Ned & Nicholson, Sean (2016). Ballot Position, Choice Fatigue, and Voter Behavior. The Review of Economic Studies, 83(2): 460–484.*]; and

WHEREAS, Spokane County Elections currently relies on a 14-inch ballot but would likely need to increase to the maximum 19-inch length or transition to multi-page ballots—unnecessary in Spokane County until now—posing risks of overwhelming voters, dampening local turnout, and undermining confidence in the accuracy of final tallies; and

WHEREAS, multi-page ballots introduce the risk of partial submissions, where voters inadvertently fail to return all pages, resulting in incomplete participation in certain races, which can add confusion and complications to reconciliation and post-election auditing, undermining trust in the accuracy of results, and trust in the accuracy of results especially concerning for crucial municipal measures and races that appear after federal, state, legislative, and judicial races; and

WHEREAS, multi-page ballots will disproportionately affect these down-ballot contests and diminish the representativeness of election outcomes, unnecessarily eroding confidence in Spokane County elections; and

WHEREAS, implementing multi-page ballots in Spokane County would require administrative changes, including voter education campaigns and ballot design updates, introducing unnecessary complexities that raise serious concerns about cost and feasibility; and

WHEREAS, a *News Tribune* editorial co-authored by Spokane County Auditor Vicky Dalton and Secretary of State Steve Hobbs warns that synchronizing local elections with higher-level contests can push city-specific debates into the background, overshadowing local issues in part due to an erosion of local media coverage, diverting voter attention, and making it harder for city-specific priorities and candidates to gain traction (*News Tribune Editorial Board, 2024*) [**Reference:** *Secretary of State Steve Hobbs, & Spokane*

County Auditor Vicky Dalton. (2024, May). Ranked-choice voting sounds good. But here's why it would disenfranchise voters. The News Tribune]; and

WHEREAS, altering the election cycle in the City of Spokane and Spokane County risks confusion, voter fatigue, and the erosion of public trust in Spokane County elections;

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that it formally opposes the adoption of HB 1339; and

BE IT ALSO RESOLVED the City Council adds HB 1339 (and any similar legislation) to its legislative agenda and directs that the City of Spokane be recorded as opposed to this measure; and

BE IT FURTHER RESOLVED the City Council affirms it will not change municipal election dates if given the choice through HB 1339 or similar legislation.

Adopted by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/5/2025

Clerk's File #

RES 2025-0020

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

COUNCIL 6719

Requisition #**Contact E-Mail**

JBINGLE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE MCATHCART

Sponsoring at Administrators Request

NO

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

0320 - RESOLUTION OPPOSING HOUSE BILL 1380

Agenda Wording

A RESOLUTION preserving Spokane's 2023 Anti-Encampment Ballot Initiative (Proposition 1) in the City of Spokane and other community public safety initiatives.

Summary (Background)

A resolution opposing House Bill 1380 and preserving Spokane's 2023 Anti-Encampment Initiative (Proposition 1) which was supported by an overwhelming majority of Spokane voters. HB 1380, as presented, is a bill that seeks to prevent cities and towns from limiting or banning homeless encampments, effectively legalizing these encampments on public property statewide. A formal resolution is required by Council Rules to add this item to the City of Spokane's State Legislative Agenda in order to adopt a position of opposition on the legislation.

What impacts would the proposal have on historically excluded communities?

This resolution seeks Council consensus in opposing HB 1380 which could see immense impacts on historically excluded groups such as low-income communities, senior citizens, disabled persons, and others by placing a strain on public resources, such as shelters, food banks, and healthcare systems, which are often already stretched thin. Allowing unrestricted public camping would increase homelessness across the Spokane community and would limit access to services for historically excluded groups who are not homeless but do seek social services. City parks would be unfairly impacted by legalized camping.

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?

Any relevant data would be available at the state level.

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

This is not a program or policy that is city led or city directed. However, the original measure was supported by 74.66% of Spokane voters in the November 7, 2023 election.

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?

Spokane's current camping laws are codified in SMC 12.02.1010 and ORD C36408

Council Subcommittee Review

This item was not submitted to a subcommittee due to the need for urgency with the timing of HB 1380 moving through the state's legislative process. This item was submitted to the Council's Legislative Committee for review and discussion at the 2/14 meeting.

| | |
|---|------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? N/A | |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This standalone resolution does not have any direct financial impact on city resources. Any costs related to lobbying efforts would be captured by the City's existing contract for those services. | |
| <u>Amount</u> | <u>Budget Account</u> |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| <u>Funding Source</u> N/A | |
| <u>Funding Source Type</u> Select | |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| <u>Expense Occurrence</u> | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| <u>Approvals</u> | |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | BUSTOS, KIM |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | |
| <u>Distribution List</u> | |
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RESOLUTION NO. 2025-0020

A RESOLUTION preserving Spokane's 2023 Anti-Encampment Ballot Initiative (Proposition 1) in the City of Spokane and other community public safety initiatives.

WHEREAS, the 2023 Anti-Encampment Ballot Initiative (Proposition 1) in the City of Spokane was passed by voters with a certified percentage of 74.66%; and

WHEREAS, 52,253 individual Spokane voters supported prohibiting encampments on any public property or within 1,000 feet from the perimeter of a park, childcare facility, or a public or private school; and

WHEREAS, HB 1380, currently under consideration in the Washington State Legislature, prevents Washington cities and towns from regulating encampments in public spaces unless such regulations are deemed by a judge to be "objectively reasonable as to time, place, and manner."; and

WHEREAS, this vague and subjective standard, if adopted by the Legislature, would apply retroactively, potentially invalidating Spokane ordinances passed before this legislation existed; and

WHEREAS, HB 1380, as presented, is a controversial bill that prevents cities and towns from limiting or banning homeless encampments, effectively legalizing these encampments on public property statewide; and

WHEREAS, HB 1380 provides special legal advantages to homeless individuals, virtually guaranteeing court victories for those who challenge encampment restrictions which would rest the imminent financial burden squarely on the pockets of Spokane taxpayers; and

WHEREAS, HB 1380 has moved out of its committee of origin and is scheduled for a public hearing on February 12 in Washington State Legislature's House Committee on Appropriations; and

WHEREAS, the Spokane City Council deems it essential that it adopt a position with respect HB 1380 before the Washington State Legislature considers the legislation;

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that it formally opposes adoption of HB 1380; and

BE IT FURTHER RESOLVED, the City Council adds HB 1380 (and any similar legislation) to its legislative agenda, and directs that the City of Spokane be recorded as opposed to this measure.

ADOPTED by the City Council this ____ day of _____, 2025.

City Clerk

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #

ORD C36641

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MATT BOSTON 6820 / 6779

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

MID-BIENNIAL REVIEW PROCESS

Agenda Wording

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget.

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 proposal aligns with RCW 35.34.130 which requires cities and towns to conduct a mid-biennial review and modification of the biennial budget.

Council Subcommittee Review

| | |
|--|-------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | mboston@spokanecity.org |
| amcdaniel@spokanecity.org | |
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ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ not later than the first Monday of October of ((each year)) the second year of the biennium ~~or such earlier time as may be mutually convenient~~), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with

estimates submitted by the clerk/city budget director under ~~((RCW 35.33.054))~~
RCW 35.34.070.

- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium, and the city council shall determine and fix by ordinance the amount to be raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 3. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 - 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process. ~~((via a special budget~~

~~ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~

B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.

C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:

1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.

~~2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.~~

2. During even years, ((By)) at the ((May)) November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ((rectifies the)) resolves any material budget ((inaccuracies)) variances ((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified)).
During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a ~~((monthly))~~ bimonthly basis, or more frequently as mutually agreed with the mayor. The city council shall ~~((set aside its regular))~~ establish bimonthly study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion. The ~~((monthly))~~ bimonthly study sessions shall be held in a location that allows for real-time public viewing of the

study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 4. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.08.010, 07.14.010, and 07.14.030 of the Spokane Municipal Code; and repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.08.010 of Chapter 07.08 of the Spokane Municipal Code is amended to read as follows:

Section 01.08.010 General Fund and Reserve Accounts – Establishment

ORD C36641 (CATHCART AMENDMENT) (02-12-25)

- A. There is established a “general fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.
 1. At the conclusion of each and every fiscal year, that year’s positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City’s long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the

city council, in consultation with the chief financial officer or designee to meet the following criteria:

- i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
 - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
 - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
 - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or
 - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
 - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
 4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or
 - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

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- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.
- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
 - 1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
 - 2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
 - 3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.
 - 1. 2% minimum replenishment shall be explicitly identified in the annual budget.
 - 2. The replenishment of funds to the 25% target, must occur within five years, or less.
 - 3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s)
 - 4. If these thresholds are to go unmet or the replenishment schedule is to be paused, the city council shall affirm such action by resolution no later than December 15 of each year.

Section 3. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

ORD C36641 (CATHCART AMENDMENT) (02-12-25)

- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ and as early as possible but not later than the first Monday of October of ((each year)) the second year of the biennium or such earlier time as may be mutually convenient)), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with ~~estimates~~ submitted by the clerk/city budget director under ~~((RCW 35.33.051))~~ RCW 35.34.070.
- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium with the objective of attaining a balanced budget, and the city council shall determine and fix by ordinance the amount to be reduced or raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and, if desired, shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of ~~((the))~~ an ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 4. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's

ORD C36641 (CATHCART AMENDMENT) (02-12-25)

overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.

3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process, ~~((via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~
 4. No later than April 1, 2025, the City Council Budget Director shall be granted at minimum read-only access to all financial and accounting tools, platforms, and working budget documents.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund ~~((Five))~~ Six -Year Forecast based on all known or expected revenues and expenditures. The General Fund ~~((Five))~~ Six-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, ~~((when available))~~ at council discretion, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.
 2. ~~Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation. -~~ For any General Fund account "summary type code" account (or other such account supported by the General Fund) which (a) accounts for 5% or more of the current budgeted General Fund expenses, and (b) has a year-to-date budget variance of 10% or more from its year-to-date budget allocation, the Administration shall present to City Council, on or before July 15th of the

even-numbered year, a variance analysis and, if appropriate, a corrective action plan for any such account.

3. During even years, ~~((By))~~ at the ~~((May))~~ October Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ~~((rectifies the))~~ resolves any material budget ~~((inaccuracies))~~ variances ~~((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified))~~. During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

- D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a monthly basis during even-numbered years, or more frequently as mutually agreed with the mayor, and on a bimonthly basis during odd-numbered years. The city council shall ~~((set aside its regular))~~ establish study sessions consistent with these deadlines on the second Thursday of each month, ~~((if coinciding with a holiday, the third Thursday shall be set aside))~~ or on the third Thursday if necessary because of a city holiday, for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make ~~((other))~~ any staff members available as necessary, as requested by city council, or as is beneficial to the content of the planned discussion. The ~~((monthly))~~ study sessions shall be held in a location that allows for real-time public viewing of the study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 5. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

ORD C36641 (CATHCART AMENDMENT) (02-12-25)

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: The amendment modifies several reporting milestones, ensures council staff access to budgeting platforms and data, and sets parameters for reporting of material budget variances.

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.08.010, and 07.14.010 of the Spokane Municipal Code; and repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.08.010 of Chapter 07.08 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.010 General Fund and Reserve Accounts – Establishment

- A. There is established a “general fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise

ORD C36641 (CATHCART AMENDMENT NO.1) (03-12-25)

provided by ordinance directing the deposit into some specific fund other than the general fund.

- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.
1. At the conclusion of each and every fiscal year, that year's positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:

- i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
 - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
 - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
 - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
 1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.
 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the

following criteria:

- a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or
 - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
 - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
 4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or
 - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.

- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
 2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
 3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.
1. 2% minimum replenishment shall be explicitly identified in the annual budget.
 2. The replenishment of funds to the 25% target, must occur within five years, or less.
 3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s)
 4. If these thresholds are to go unmet or the replenishment schedule is to be paused, the city council shall affirm such action by resolution no later than December 15 of each year.

Section 3. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of (~~RCW 35.33.135~~) RCW 35.34.230, (~~on the~~) and as early as possible but not later than the first Monday of October of (~~each year~~) the second year of the biennium or such earlier time as may be mutually convenient), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current (~~year~~) biennium, together with estimates submitted by the clerk/city budget

director under ~~((RCW 35.33.051))~~ RCW 35.34.070.

- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium with the objective of attaining a balanced budget, and the city council shall determine and fix by ordinance the amount to be reduced or raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and, if desired, shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of ~~((the))~~ an ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 4. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

ORD C36641 (CATHCART AMENDMENT NO.1) (03-12-25)

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: The amendment adds a section amending SMC 07.08.010 (requiring council acknowledgment of actions relating to reserves) and eliminates section 4 of the original ordinance relating to SMC 7.14.030. This amendment modifies the language in the existing original ordinance relating to mid-biennium review; and modifies the provisions relating to ad valorem taxes in SMC 07.14.040. The amendment retains the repeal of SMC 07.14.040 (Second Year Budget Projections) in the original ordinance.

Strike Section 4 of the ordinance and substitute the following in its place:

Section 4. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process. ~~((via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and

reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.

C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:

1. An update to the General Fund ~~((Five))~~ Six -Year Forecast based on all known or expected revenues and expenditures. The General Fund ~~((Five))~~ Six-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, ~~((when available))~~ at council discretion, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.
2. ~~((Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.))~~ For any department that is in the General Fund or a fund supported by the General Fund, an unfavorable variance report showing deviations of 10% or more (or \$2.0 million, whichever is greater) from the estimated year-to-date budget at the dept/fund level, shall be presented to City Council by the Finance Division on or before July 31st of the even-numbered year. The report will include both revenues and expenses and should be accompanied by as much explanatory narrative as possible and, if applicable, a corrective action plan.
3. During even years, ((By)) at the ((May)) November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ~~((rectifies the))~~ resolves any material budget ~~((inaccuracies))~~ variances ~~((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified)).~~ During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. ~~((The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City~~

~~Council on a monthly basis, or more frequently as mutually agreed with the mayor. The city council shall set aside its regular study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion.))~~ The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for joint budget deliberations with the City Council during the City Council's designated study sessions at the interval or months identified in this section, which shall be scheduled and published annually during the month of January. The Administration should make other staff members available as necessary or as beneficial to the content of the planned discussion, which may include budget presentations with program managers, cabinet-level department heads, and senior level administrators, as well as discussion of financial forecasts, revenue estimates, preliminary expenditure priorities, or other budget considerations. The identified study sessions shall be held in a location that allows for real-time public viewing of the study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

The joint budget deliberations shall occur at the following intervals, or more frequently as mutually agreed with the mayor:

1. In odd-numbered years the mid-biennial review process shall commence in the month of March and continue in the months of May, July, September, and November.
2. In even-numbered years, the biennial budgeting process shall commence in the months of March, April, July, August, October, and, if necessary, in November.

E. Concurrent to the joint budget deliberations, the City Council, led by the Finance & Administration Committee Chair and Vice Chair acting in consultation with all council members, shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July.

F. The Council Budget Director shall continuously act as a liaison between the City

Council and administration throughout the budget development period. The Budget Director's mission during the budget process is to ensure information sharing, clarification of financial data, and collaboration among and communication to all council members.

PURPOSE OF AMENDMENT: The amendment revises Section 4 of the ordinance relating to SMC 07.14.030. The amendment retains the regular monthly reports; revises the long-term forecasting from five-year to six-year forecasts; clarifies the reporting of variances in the biennial budget and the process to correct variances via special budget ordinance; and reduces the regular budget study sessions from monthly to bimonthly, with staff encouraged appear at the request of the council. The amendment adds new language to require the City Council to establish budget priorities by resolution each year and specifies the specific duties of the City Council Budget Director throughout the budget process.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/17/2025

Clerk's File #

ORD C36647

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**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)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 ANIMAL LICENSE CODE CLEANUP ORDINANCE

Agenda Wording

An ordinance recodifying a section relating to animals into the correct chapter; repealing SMC Chapter 10.24 and Section SMC 10.24.060; and adopting new Section 10.74.075 of the Spokane Municipal Code.

Summary (Background)

The Spokane City Council adopted Ordinance C36289 in 2022 which recodified several local statutes and created an independent Chapter entitled "Offenses Involving Animals". SMC Section 10.24.060 was inadvertently not transferred to this new chapter. This ordinance recodifies SMC 10.24.060 into the correct code chapter and repeals the duplicative Animals code chapter.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
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ORDINANCE NO. C36647

An ordinance recodifying a section relating to animals into the correct chapter; repealing SMC Chapter 10.24 and Section SMC 10.24.060; and adopting new Section 10.74.075 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36289 in 2022 which recodified several local statutes and created an independent Chapter entitled “Offenses Involving Animals”; and

WHEREAS, SMC Section 10.24.060 was inadvertently not transferred to this new chapter; and

WHEREAS, this ordinance recodifies SMC 10.24.060 into the correct code chapter and repeals the duplicative Animals code chapter.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 10.24 of the Spokane Municipal Code is repealed.

Section 2. That there is a new section 10.74.075 added to Chapter 10.74 of the Spokane Municipal Code to read as follows:

Section 10.74.075 Property Damage

No owner or custodian of any animal may cause or knowingly permit the animal to enter upon or do damage to any public park or any private premises to the injury of the owner or occupant of such premises.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/17/2025

Clerk's File #

ORD C36648

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**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)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 ORDINANCE RELATING TO MECHANICAL NEWSPAPER DISPENSERS

Agenda Wording

An ordinance relating to mechanical newspaper dispensers; repealing Section 08.02.0212 and Chapter 10.38 of the Spokane Municipal Code.

Summary (Background)

Section 08.02.0212 of the Spokane Municipal Code outlines annual fees for each location of a mechanical newspaper dispenser, and Chapter 10.38 specifies the requirements for licensing and location of such dispensers. This Chapter also includes civil penalties for noise violations.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
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ORDINANCE NO. C36648

An ordinance relating to mechanical newspaper dispensers; repealing Section 08.02.0212 and Chapter 10.38 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.02.0212 (Newspaper Dispensers) of the Spokane Municipal Code is repealed.

Section 1. That Chapter 10.38 (Mechanical Newspaper Dispensers) of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|------------|
| | | Date Rec'd | 2/18/2025 |
| | | Clerk's File # | ORD C36649 |
| | | 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) | PDILLON KKLITZKE | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 0520 ORDINANCE RELATING TO PURCHASING AND CONTRACTS | | |

Agenda Wording

This proposed ordinance seeks to align and make consistent the naming of the Purchasing and Contracts Department and Director of Purchasing and Contracts in the Spokane Municipal Code and operational documents.

Summary (Background)

Current SMC refers to "Contracts and Purchasing" and the "Contracts and Purchasing Director." This ordinance will align SMC with budget and operational practices which refer to "Purchasing and Contracts" for both its department and director.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
| jnechanicky@spokanecity.org | |
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| | |

ORDINANCE NO. C36649

An ordinance relating to the Purchasing & Contracts department and Director of Purchasing and Contracts; amending Sections 03.01A.315, 07.06.020, 07.06.030, 07.06.035, 07.06.097, 07.06.155, 07.06.160, 07.06.170, 07.06.173, 07.06.190, 07.06.200, 07.06.220, 07.06.270, 07.06.290, 07.06.310, and 07.06.330 of the Spokane Municipal Code.

WHEREAS, the City Budget describes the Purchasing and Contracts department, and operational documents refer to the Purchasing and Contracts department; and

WHEREAS, SMC 03.01A.315 and other sections of the Spokane Municipal Code refer to the Contracts & Purchasing department; and

WHEREAS, this proposed ordinance seeks to align and make consistent the naming of the Purchasing and Contracts Department and Director of Purchasing and Contracts in the Spokane Municipal Code and operational documents.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.315 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.315 (~~Contracts and Purchasing~~) Purchasing and Contracts Department

- A. The (~~Contracts and Purchasing~~) Purchasing and Contracts Department is a financial administrative department responsible for the administration and operational support to program managers including contract engagement and compliance monitoring, relative performance and financial tracking, and budget review. Additionally, the department is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; managing inventories; and the disposal of surplus property.
- B. The department director, Director of Purchasing and Contracts, shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing.

Section 2. That Section 07.06.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.020 Designees

Reference to the Mayor, City Clerk or (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts includes their respective designees.

Section 3. That Section 07.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.030 Guidelines

The (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts is authorized to establish procedures to serve as guidelines for the implementation of this chapter.

Section 4. That Section 07.06.035 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.035 “Committee to Receive Bids” Defined

The committee to receive bids consists of the (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts and the City Clerk. The committee receives bids and refers them to the department requesting the work, or the purchaser, for evaluation and recommendation to the City Council for acceptance or rejection. In the case of a joint bid with another governmental agency, only one (1) committee member need be present to receive bids.

Section 5. That Section 07.06.097 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.097 Use of Credit Cards

- A. The Director of Finance, Treasury and Administration maintains a credit card account with a suitable financial institution.
- B. The (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts distributes cards to such employees as appropriate for their use in making small purchases.
- C. Should a charge be disallowed, the charging employee must pay the amount of any disallowed charge to the City immediately. Should the employee fail to timely pay, the City has a lien against any sums payable to the employee, including wages.

- D. Use of procurement cards is subject to such rules and regulations as detailed in the City's policies and procedures. A card may not be used for cash advances.

Section 6. That Section 07.06.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.155 Bid Protests

A. Definitions.

1. "Bid Protest" means a written objection by an interested party to a solicitation issued by an agency for bids for a proposed contract for Public Works or a written objection by an interested party to a proposed award or the award of such a contract (31 U.S.C. Section 3551[1]). If the protest does not meet the time or content requirements, the (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts may reject the protest.
2. "Interested Party" means any party person (a) who is an actual bidder or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by the failure to award (31 U.S.C. Section 3551((2)).
3. "Filing of a Bid Protest" – any interested party may file a bid protest on a Public Works project which is the subject of competitive bids on the basis that the City has failed to comply with applicable Federal or State law or with local regulations. Valid bid protests shall be heard by City Council. The protest must be filed in accordance with the timing requirements set forth in this subsection herein, and must include:
 - a. The name, address, telephone numbers of the protestor;
 - b. The number of the specification/contract solicitation;
 - c. All information indicating the protestor is an interested party;
 - d. A written statement of the grounds for the protest and in particular the Federal, or State law or local regulation alleged to have been violated. This statement should be accompanied by any relevant support documentation, and a statement regarding the course of action the protestor desires that (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts take.
 - e. All information establishing the timelines of the protest; and
 - f. The signature of the protestor.

- B. Any bid protest must be filed within five (2) days of bid opening
- C. Upon receipt of a proper filing of a bid protest regarding the award of a contract, the City will not issue a notice to proceed to the contractor until the protest has been resolved, unless the work is necessary to protect the interests of the City.
- D. A decision on a protest will be made as expeditiously as possible after receiving all relevant information. The ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts reserves the right to proceed with the appropriate action in the procurement process or under the contract in the following cases:
 1. Where the Public Works project is urgently required;
 2. Where the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts determines that protest was frivolous; and
 3. Where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.
- E. All valid protests will be forwarded to City Council for review and the City shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two (2) full business days' written notice of the City's intent to execute a contract for the project; provided, that the protesting bidder submits notice in writing of its protest no later than two (2) full business days following bid opening (RCW 39.04.105).
- F. The determination by the City Council on a bid protest is final and may not be appealed.

Section 7. That Section 07.06.160 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.160 Alternatives to Public Bidding

- A. When it is considered impractical to initially prepare a procurement description to support an award based upon price, the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts and the requesting department may utilize a Request for Information (RFI) or a Request for Proposals (RFP), including in appropriate cases design-build proposals. The information received in response to the requests may serve as the basis for a future ITB or as the basis for competitive negotiation.
- B. When the City pursues an alternative Public Works contracting procedure, such as for design-build proposals or procurement under an approved general contractor/construction manager ("GC/CM") procurement method pursuant to

Chapter 39.10 RCW, the City shall include, as part of the evaluation factors for all Requests for Qualifications (RFQ), the firm's proximity to the project location.

Section 8. That Section 07.06.170 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.170 Sole Source Procurement

The City Council by resolution may, for contracts above the Minor Contract threshold, waive public bid requirements for purchases:

- A. Public Works and services that are clearly and legitimately limited to a single source of supply as determined by documented research;
- B. Public Works and services involving special facilities or market conditions;
- C. of insurance or bonds; or
- D. of pharmaceuticals

The (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts conducts negotiations, as appropriate, as to price, delivery and terms.

Section 9. That Section 07.06.173 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.173 Purchase of Used Goods

- A. The City Council may authorize the purchase of used goods without public bidding if the requesting department and (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts have fully justified the acquisition of the used goods without bidding.
- B. Justification requires using independent appraisals to establish that the proposed purchase price is not above the fair market value of the goods.
 - 1. At least two appraisals will be done whenever possible, but in no event may there be fewer than one (1).
 - 2. The appraisals are to be made by competent persons, not associated with either the prospective seller or the City, who are knowledgeable of the goods' market value.

Section 10. That Section 07.06.190 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.190 Minor Procurement

- A. Procurements not subject to public bid shall be made with such competition as is practicable under the circumstances and as provided by the City's policies and procedures. Procurement requirements may not be artificially divided so as to constitute a minor procurement under this section.
- B. In accordance with state law, the City or third-party vendor shall at least twice a year publish a notice of the existence of vendor lists and solicit the names of vendors for the lists. In accordance with state law, the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts shall establish a procedure for securing appropriate quotations from vendors.
- C. The mayor on a case-by-case basis may authorize securing in the open market, without quotation, any supplies, materials, equipment or services when the delay and expense in handling quotations would not be advantageous to the City.

Section 11. That Section 07.06.200 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.200 Cancellation of Invitations for Bids

An ~~((ITB))~~ invitation to bid may be canceled, or any and all bids may be rejected in whole or in part, when the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts determines that it is in the best interests of the City. The City Council also may reject any or all bids prior to formal award of the contract.

Section 12. That Section 07.06.220 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.220 Specifications – Maximum Practicable Competition

- A. All specifications are to be drafted to promote overall economy for the intended purposes and encourage competition while satisfying the City's needs, and not be unduly restrictive.

- B. In following the obligations of this section, the (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts may consider lease, lease-purchase or purchase methods of procurement.

Section 13. That Section 07.06.270 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.270 Purchase Order Contracts

The (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts is designated to execute Purchase Order (PO) contracts in a representative capacity for the Mayor, except contracts:

- A. which have been publicly bid; and
- B. exceeding the then current Minor Contract threshold, in a twelve-month period require prior City Council approval.

Section 14. That Section 07.06.290 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.290 Selection Process

- A. In the procurement of Architect, Engineer, and Land Surveyor services, the (~~Contracts and Purchasing Director~~) Director of Purchasing and Contracts encourages firms engaged in the lawful practice of their profession to submit annually a Statement of Qualifications (SOQ) and performance data.
- B. Current (~~SOQ~~) Statement of Qualifications and performance data on file with the (~~Purchasing Director~~) Director of Purchasing and Contracts or third-party manager, together with those that may be submitted by other firms regarding the proposed project, are evaluated by the City to determine the most qualified professional service provider for the proposed project.
- C. Discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services are conducted and the selection is made from those discussions, based upon criteria established by the City, of the firm deemed to be the most highly qualified to provide the services required for the proposed project.

Section 15. That Section 07.06.310 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.310 Bid Security - Public Works

A. When Required.

Bid security is required for all public bidding of Public Works contracts. Bid security is a bond provided by a surety company authorized to do business in the state of Washington, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City. Nothing herein prevents the requirement of such security on Public Works contracts under the public bid limits when the circumstances warrant.

B. Amount of Bid Security.

Bid security is at least five percent (5%) of the total amount of the bid.

C. Rejection of Bids for Noncompliance with Bid Security Requirements.

When the ITB requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a nonsubstantial manner with the security requirements.

D. Withdrawal of Bids.

After the bids are opened they are irrevocable for the period specified in the ITB. If a bidder is permitted to withdraw its bid before award, no action is had against the bid or the bid security. Withdrawal of inadvertently erroneous bids before or after award or cancellation of awards or contracts based on such bid mistakes may be permitted. Except as otherwise provided by regulation, all decisions to permit the withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the ~~((Purchasing Director))~~ Director of Purchasing and Contracts.

Section 16. That Section 07.06.330 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.330 Bid and Performance Bonds on Purchase and Other Contracts

A. Bid and performance bonds or other security may be requested for purchase contracts and other contracts as the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts or requesting department deems advisable to protect the City's interest.

B. Bid or performance bonds are not to be used as a substitute for a determination of a bidder or offeror's responsibility.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/18/2025

Clerk's File #

ORD C36650

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**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)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 INTERGOVERNMENTAL PURCHASE CONTRACTS & INTERLOCAL

Agenda Wording

An ordinance relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code.

Summary (Background)

The Director of Purchasing and Contracts is authorized and encouraged by the City Council under SMC 07.06.140 to enter into joint intergovernmental purchasing agreements that secure favorable procurements for the City. SMC 07.06.261 authorizes the City Administrator to sign intergovernmental/interlocal purchasing agreements. This proposed ordinance seeks to combine these two sections, update the correct title of the Director of Purchasing and Contracts, and clarify that the City Administrator's designee such as the Director of Purchasing and Contracts is authorized to enter into intergovernmental purchasing agreements.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
| jnechanicky@spokanecity.org | |
| | |
| | |

ORDINANCE NO. C36650

An ordinance relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code.

WHEREAS, the Director of Purchasing and Contracts is authorized and encouraged by the City Council under SMC 07.06.140 to enter into joint intergovernmental purchasing agreements that secure favorable procurements for the City; and

WHEREAS, SMC 07.06.261 authorizes the City Administrator to sign intergovernmental/interlocal purchasing agreements; and

WHEREAS, this proposed ordinance seeks to combine these two sections, update the correct title of the Director of Purchasing and Contracts, and clarify that the City Administrator's designee such as the Director of Purchasing and Contracts is authorized to enter into intergovernmental purchasing agreements.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.06.140 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.140 Intergovernmental Purchase Contracts – Interlocal Purchase Agreements

- A. The ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts is encouraged to enter into joint or pooled purchase contracts with the state of Washington and other governmental units.
- B. The City Council may authorize the purchase of goods without public bidding from a contract available through:
 1. the Washington State Purchasing Cooperative; or
 2. another governmental unit whenever the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts and using department have shown that the procurement meets the City's requirements and represents the most favorable procurement for the City considering price and other evaluation factors.
- C. The City Administrator or their designee, in a representative capacity for the Mayor, may execute interlocal purchase agreements with other agencies and entities and join

cooperative purchasing programs without individual Council approval of each agreement.

D. The Clerk is authorized to attest such signatures.

Section 2. That Section 07.06.261 (Interlocal Purchase Agreements) of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/18/2025

Clerk's File #

ORD C36651

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**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)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 GENERAL BUSINESS & REGULATORY LICENSE CODE CONSOLIDATION

Agenda Wording

The attached memo recommends the adoption of an ordinance to consolidate and streamline the City of Spokane's general business license and regulatory business licensing code into a single chapter, eliminate redundant and conflicting code language, repeal out-of-date licensing requirements, and clarify the City's regulatory authority under state law.

Summary (Background)

Executive Summary - Business License & Regulatory License Code Consolidation I. Background: The City of Spokane, like every city across the state, requires the licensing of most business activities. The City of Spokane also regulates and requires additional licensing or permitting of certain types of businesses and activities that have a "potential to cause social or economic evil" or "making extraordinary use of public property" through an annual regulatory business license (or permit). Business licensing is generally administered by the Finance and Administration Division although certain licensed or permitted activities are administered by other departments. Most cities in the state of Washington, including Spokane, are required to adopt certain model business license requirements and partner with the Department of Revenue's Business License Service for general business licensing. The State of Washington has established a definition for "engaging in business" that applies to businesses operating within the city limits as well as businesses physically located elsewhere but doing business in (or with) the city. II. Issue: The City's business license and regulatory licensing requirements are in separate sections of the code making it hard to follow specific requirements. Certain regulatory licensing requirements are no longer relevant. The current general business license code lacks clarity around a requirement to obtain a specific city of Spokane endorsement. The code also lacks clarity around the authority and circumstances that a business license or regulatory license may be revoked, suspended, or not renewed and how that decision may be appealed. The lack of clear standards and clarity under these code sections can create confusion for current and prospective business owners and the staff implementing these code sections.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
| nzollinger@spokanecity.org | |
| | |
| | |



Memorandum

Office of the Mayor

DATE:

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

TO: Councilmember Paul Dillon – Chair, Finance and Administration Committee

RE: General Business and Regulatory License Code Consolidation Ordinance

This memo recommends the adoption of an ordinance to consolidate and streamline the City of Spokane’s general business license and regulatory business licensing code into a single chapter, eliminate redundant and conflicting code language, repeal out-of-date licensing requirements, and clarify the City’s regulatory authority under state law.

Executive Summary – Business License & Regulatory License Code Consolidation

I. **Background:** The City of Spokane, like every city across the state, requires the licensing of most business activities. The City of Spokane also regulates and requires additional licensing or permitting of certain types of businesses and activities that have a “potential to cause social or economic evil” or “making extraordinary use of public property” through an annual regulatory business license (or permit). Business licensing is generally administered by the Finance and Administration Division although certain licensed or permitted activities are administered by other departments.

Most cities in the state of Washington, including Spokane, are required to adopt certain model business license requirements and partner with the Department of Revenue’s Business License Service for general business licensing. The State of Washington has established a definition for “engaging in business” that applies to businesses operating within the city limits as well as businesses physically located elsewhere but doing business in (or with) the city.

II. **Issue:** The City’s business license and regulatory licensing requirements are in separate sections of the code making it hard to follow specific requirements. Certain regulatory licensing requirements are no longer relevant. The current general business license code lacks clarity

around a requirement to obtain a specific city of Spokane endorsement. The code also lacks clarity around the authority and circumstances that a business license or regulatory license may be revoked, suspended, or not renewed and how that decision may be appealed. The lack of clear standards and clarity under these code sections can create confusion for current and prospective business owners and the staff implementing these code sections.

III. Policy Recommendations

The Council should adopt an ordinance to consolidate the general business license and regulatory license code into a single code chapter for clarity. The ordinance will eliminate conflicting code and regulatory requirements that are no longer enforceable or relevant. This ordinance will streamline licensing procedures for better understanding to current and prospective business owners and City staff tasked with implementing these codes.

Proposed Ordinance Table of Contents

- Section 1. Repeals SMC Chapter 04.04
- Section 2. Amends SMC 08.01.020
- Section 3. Repeals SMC 08.01.025
- Section 4. Amends SMC 08.01.070
- Section 5. Amends SMC 08.01.090
- Section 6. Repeals SMC 08.01.110
- Section 7. Amends SMC 08.01.120
- Section 8. Repeals SMC 08.01.130
- Section 9. Amends SMC 08.01.150
- Section 10. Amends SMC 08.01.160
- Section 11. Repeals SMC 08.01.200
- Section 12. Repeals SMC 08.01.210
- Section 13. Amends SMC 08.01.220
- Section 14. Repeals SMC 08.01.230
- Section 15. Repeals SMC 08.01.320
- Section 16. Establishes SMC 08.01.321

Section 1. Repeals SMC 04.04 - Special Administrative Procedures – Licensing

This repeals SMC 04.04 to consolidate into the Business Registrations SMC chapter 08.01.

- The definitions of the ‘Licensing’ code (SMC 04.04.010) are incorporated into the Business Registration Definitions section (SMC 08.01.020)
- SMC 04.04.020 (Activities Requiring Registrations and Licenses) is established into a new section within the Business Registrations chapter – SMC 08.01.071
- SMC 04.04.030 (Application Procedure) is already established in SMC 08.01. Certain regulatory licenses have additional application procedures outlined in their respective SMC chapter under the License Code in Title 10.



- SMC 04.04.040 (Functions of License Officer) is distributed throughout SMC 08.01 and the respective Title 10 License Code chapters.
- SMC 04.04.050 (Refusal to issue, revocation of, or refusal to renew business license) is consolidated into a new section SMC 08.01.321 in the Business Registrations chapter.
- SMC 04.04.060 (Record of Licenses) is not necessary as the requirements for specific regulatory licenses are outlined in the respective License Code chapter in SMC Title 10.
- SMC 04.04.070 (Responsibilities of Licensees) is not necessary as these requirements are already included in the Business Registrations chapter SMC 08.01 or outlined in the respective License Code chapter in SMC Title 10.
- SMC 04.04.080 (Orders to Comply) is duplicative of the generalized procedures of refusal to issue, revocation of, or refusal to renew a business license.
- The hearing and appeal process for licensees and applicants who have licenses denied, revoked, or refused to be renewed (SMC 04.04.090 and SMC 04.04.100) are added to a new section SMC 08.01.321.
- The term of the license (SMC 04.4.110) is duplicative and incorporated into SMC 08.01.070.

Section 2. Amends SMC 08.01.020 (Definitions)

- This section assumes the relevant definitions eliminated in the repeal of SMC 04.04.010.
- The definitions of “General Business License” and “Regulatory Business License”, as defined in RCW 35.090.010, are added to distinguish between the two types of licenses.
- This section also consolidates the definition of ‘Consumer Show’ which has a separated code section in SMC 08.01.025 that is no longer necessary.

Section 3. Repeals SMC 08.01.025 (Consumer Show Definitions)

This section eliminates SMC 08.01.025 (Consumer Show Definitions). These definitions are consolidated in the Definitions section of the Business Registrations chapter (SMC 08.01.020).

Section 4. Amends SMC 08.01.070 (Business Registration Required)

- This section clarifies that a Spokane city endorsement is required. This clarification is requested by the Finance and Administration Division as an estimated 5% of all

registered businesses operating in the city of Spokane do not have this endorsement.

- This section consolidates the Term of [Business] Registration section in SMC 08.01.130. This separated section is no longer necessary and is subsequently repealed in Section 9 of the ordinance.
- This section consolidates SMC 08.01.230 (Name or Location Change), which requires a business to update the general business license through the Business License Service of the Department of Revenue.

This section also consolidates all general business licenses and regulatory licensed activities into a singular class with the Chief Financial Officer (or their designee) serving as the single licensing officer unless otherwise designated.

For decades the City has regulated certain activities under a special regulatory business licensing procedure in SMC 04.04.

The current business license framework establishes three separate classes of licenses:

Class I licenses include: “ordinary vocations and businesses on private property by private means”;

Class II licenses include “activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order”; and

Class III licenses are activities involving the right-of-way (“claiming a private right in or making extraordinary use of public property”).

| <u>Class I</u> | <u>Class II</u> | <u>Class III</u> |
|---|---|---|
| peddling merchandise, and | maintaining places and devices of amusement and entertainment facilities; | moving buildings; |
| solicitation of money or things of value. | keeping of animals; | operating cable television; |
| | building relocation; | certain contracting; |
| | certain contracting; | collecting garbage or commercial recyclables; |
| | commercial use and sale of fireworks; | distributing natural gas; |
| | private or special police; | maintaining mechanical newspaper vendors; |
| | dealing in used goods; | operating telephone and telegraph equipment; |
| | operating for-hire vehicles. | operating sidewalk cafes; and doing commercial tree work. |



Nearly all activities requiring regulatory licenses also have a corresponding code chapter under the Regulation of Activities (SMC Title 10) License Code.

Additionally, SMC 04.04 assigns a designated licensing officer to each license class. However, not all regulatory licenses designate a licensing officer. Some licensing requirements designate a specific City official such as the Director of Solid Waste or fire official.

Unless designated, generally, the current licensing officer for Class I activities is the Chief Financial Officer while the Chief of Police serves as the licensing officer for Class II and Class III activities. The License Code further categorizes Licensing Officers by five suffixes. For example, a license with the suffix ‘E’ is licensed by the Director of Engineering Services. Under the current regulatory scheme, the Licensing Officer is responsible for reviewing license applications and has the authority to refuse to issue, revoke, or refuse to renew licenses based on specific criteria.

| <u>License</u> | <u>SMC Title 10 Chapter</u> | <u>Licensing Officer</u> |
|--------------------------------------|------------------------------------|---|
| Amusement Facilities | SMC 10.23A | Chief Financial Officer (IIA) |
| Animals | SMC 10.24 | Chief of Police (II) |
| Commercial Tree Work | SMC 10.25 | Chief Financial Officer (IIIA) |
| Building Moving and Relocation | SMC 10.26 | Chief of Police (III) |
| Cable Communications Code | SMC 10.27A | Chief of Police (III) |
| Sidewalk Cafes | SMC 10.28 | Director of Engineering Services (IIIE) |
| Contractors and Workers | SMC 10.29 | Director of Engineering Services (IIE) ¹ |
| 1986 Fireworks Code | SMC 10.33A | “Fire Official” |
| Garbage Collection | SMC 10.35 | Director of Solid Waste |
| Gas Transmission and Distribution | SMC 10.36 | Chief of Police (III) |
| Mechanical Newspaper Vendors | SMC 10.38 | Director of Engineering Services (III) |
| Special Police Officers | SMC 10.41A | Chief of Police (II) |
| Solicitation | SMC 10.42 | Chief Financial Officer (I) |
| Telephone and Telegraph Construction | SMC 10.43 | Director of Engineering Services (III) |
| Used Goods | SMC 10.45 | Chief of Police (II) |

There are also regulatory business licensing requirements within SMC Title 10 but are not listed under the Licensing code in SMC 04.04. Other activities requiring additional licensing include:

| <u>License</u> | <u>SMC Title 10 Chapter</u> | <u>Licensing Officer</u> |
|-------------------------|------------------------------------|---------------------------------|
| For-Hire Transportation | SMC 10.34A | Chief Financial Officer |

¹ While blasting licenses are licensed by the Director of Engineering Services. Boiler, and Heating Mechanics licenses are licensed by the Building Official (IIB).

| | | |
|--|------------|---|
| Special Events | SMC 10.39 | Chief of Police |
| Itinerant Vendors | SMC 10.40 | None |
| Emergency Medical Transport | SMC 10.47 | None |
| False Alarms | SMC 10.48 | Chief of Police |
| Marijuana Producer, Processor and Retailer | SMC 10.50 | None |
| Mobile Food Vendors | SMC 10.51 | Director of Engineering Services (IIIE) |
| Fair Meal Delivery Requirements | SMC 10.515 | None |
| Short Term Rentals | SMC 10.52 | Director of Planning Services |
| Parklets and Streateries | SMC 10.55 | Director of Engineering Services (IIIE) |
| Reality-Based Police Shows | SMC 10.56 | None |
| Regulation of Residential Rental Housing | SMC 10.57 | None ² |

- This ordinance removes regulatory licensing requirements for animals. All animal licensing is currently regulated by Spokane County. The Animals chapter under the licensing code in SMC 10.24 will be repealed by ordinance. The one remaining section related to property damage by animals (SMC 10.24.060) will be incorporated into the new Animal code section (SMC 10.74). SMC 10.24.060 was inadvertently not included in the new Animal code section established in 2022.
- This ordinance also removes regulatory licensing requirements for mechanical newspaper dispensers. The subsequent chapter related to mechanical newspaper dispensers will be repealed (SMC 10.38) in another ordinance.
- Several regulated activities in Title 10 do not require an annual regulatory license or annual permit other than a general business license. These include Operating cable television (SMC 10.27A) Gas Transmission and Distribution (SMC 10.36), Special Events (SMC 10.39), Used Goods (SMC 10.45), Emergency Medical Transport (SMC 10.47), False Alarms (SMC 10.47), Marijuana Producer, Processor and Retailer (SMC 10.50), Reality-Based Police Shows (SMC 10.56).

Section 5. Amends SMC 08.01.090 (Exemptions)

- This section clarifies in the Section title that these exemptions refer to General Business License Exemptions.
- This section extends the business license exemption to farmers and gardeners selling, delivering, or peddling their produce. This exemption is provided by RCW 36.71.090.
- This section extends the business license exemption to school groups conducting occasional sales from temporary locations where the proceeds are used for school-related activities.
- This section extends the business license exemption to a City-initiated contractor who has no more than \$12,000 in contracts with the City.

² Code Enforcement is responsible for the registration and inspection process.



Section 6. Repeals SMC 08.01.110 (Registration – Class)

- With the consolidation of all business and regulatory licenses into a singular class, SMC 08.01.110 is no longer relevant.

Section 7. Amends SMC 08.01.120 (Registration – Application)

- This section removes specific form information and references the information solicited for a general business licensing is determined by the Department of Revenue.
- This section also clarifies that additional regulatory business license information is provided to the Taxes and Licenses Office (and therefore is outside of the Department of Revenue general business licensing process).

Section 8. Repeals SMC 08.01.130 (Term of Registration)

- The term of a general business license or regulatory business license is one year (as specified by RCW 35.22.282). This term length is incorporated into SMC 08.01.070 therefore SMC 08.01.130 is no longer necessary.

Section 9. Amends SMC 08.01.150 (Registration - Transfer)

- This section clarifies that both general business licenses and regulatory licenses are non-transferable.

Section 10. – Amends SMC 08.01.160 (Multiple Businesses or Locations)

- This section makes small non-substantive corrections and updates the general licensing officer to be the Chief Financial Officer in subsection 2 of the section.

Section 11. – Repeals SMC 08.01.200 (Businesses Within City)

- This SMC is duplicative to multiple sections including SMC 08.01.070 and SMC 08.01.195.

Section 12. – Repeals SMC 08.01.210 (Businesses Outside City)

- This SMC is duplicative to multiple sections including SMC 08.01.070 and SMC 08.01.195.

Section 13. – Amends SMC 08.01.220 (Temporary Business Registration – Itinerant Vendor Permit)

- This section makes no substantive changes (replacing the term division with office for the Taxes and Licenses Office)
- Clarifies temporary business licenses are temporary *general* business licenses.

Section 14. – Repeals SMC 08.01.230 (Name or Location Change)

- This SMC section is incorporated into SMC 08.01.070.

Section 15. – Repeals SMC 08.01.320 (Denial or Revocation of Business License – Illegal Activity)

- SMC 08.01.320, adopted by the City Council in 2023 (Ordinance C36444), focuses specifically on massage and reflexology businesses. Additionally, there are already criteria for the *refusal to issue, revocation of, or refusal to renew business licenses* in SMC 04.04.050. These sections are duplicative.
- This section repeals the specific language focused on massage and reflexology businesses and incorporates it into a consolidated section that encompasses all criteria for determining when the City may refuse to issue, revoke, or refuse to renew a general and/or regulatory business license.

Section 16. – New Section SMC 08.01.321 (Denial or Revocation of Business License – Illegal Activity)

- This section consolidates SMC 04.04.050 and SMC 08.01.320 into a single code section and adds the hearings and appeal process established in SMC 04.04.090 and SMC 04.04.100 into this section. This streamlines and standardizes the process of denying or refusing to renew a general business or regulatory license, as necessary.
- This section further clarifies that the City may deny, revoke, or refuse to renew business licenses for applicants or registrants who fail to comply with local, state, or federal law.

ORDINANCE NO. C36651

An ordinance consolidating the general business license and regulatory business license codes into a single code section; clarifying licensing requirements under state law; eliminating conflicting and duplicative code and regulatory requirements; repealing SMC Chapter 04.04 and SMC Sections 08.01.025, 08.01.110, 08.01.130, 08.01.200, 08.01.210, 08.01.230, and 08.01.320; adopting a new SMC Section 08.01.321; amending SMC Sections 08.01.020, 08.01.070, 08.01.090, 08.01.120, 08.01.150, 08.01.160, and 08.01.220 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC Chapter 04.04 (Special Administrative Procedures – Licensing) is repealed.

Section 2. That Section 08.01.020 is amended to read as follows:

Section 08.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular((,)) and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

A. “Business” includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the city with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.

B. “Business License Service” means the office within the Washington State Department of Revenue handling the application for the City of Spokane general business licensing and issuing the document to registered taxpayers to display at the respective places of business.

((B)) C. “Certified B Corporation” means any for-profit company certified by the non-profit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency.

D. “City” means the City of Spokane.

E. “City Council” means the City Council of the City of Spokane

F. “Consumer show” is an organized exhibition, display, or show that lasts for not more than five consecutive days and involves ten or more exhibitors It includes those events that partake the character of a unified display as well as those that are open to the public or limited to a prospective clientele It does not include shows exempted under [SMC 8.01.090\(C\)](#).

1. A consumer show includes events that may occur:

- i. within a building,
- ii. within a connected set of buildings,
- iii. at parks or on grounds, or

2. The term “consumer show” includes in addition to its common meaning any of the following:

- i. An antique show, boat show, sports show, arts and crafts or hobby show, agricultural show, street fair, festival, consumer show, horticultural show, or industrial show.
- ii. An art exhibit, coin, stamp, or hobby show.
- iii. A home show or recreational vehicle show.
- iv. A commercial or business fair; or
- v. Any other show or exhibition of a similar nature.

3. “Consumer show” excludes a farmer’s market, “flea” market, antique mart, bazaar, or similar congregation of vendors and/or exhibitors that offer goods or services to the public at the same location on a recurrent basis more than four times per year or other events of similar character.

~~((G))~~ G. “Engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

H. “General business license” has the same meaning as “General business license” in RCW 35.090.010.

~~((D))~~ I. “Gross income” means the total income to the registering entity from engaging in business within the city without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.

J. “Insignia”, or its singular number, “insigne”, is any tag, plate, badge, emblem, sticker or any other kind of device required for use in connection with any license.

((E)) K. "Itinerant Vendor", as used in this section is defined in [SMC 10.40.010](#).

L. "License" includes the words "permit" or "permittee" means the general privilege or the holder of any privilege, respectively, under this code or other law or ordinance.

M. "License officer" is the Chief Financial Officer or their designee, unless otherwise designated.

((F)) N. "Nonprofit Corporation" or "Nonprofit Organization" means a corporation, organization or limited liability corporation:

1. Formed and organized under chapter 24.03 RCW, and
2. In accordance with Internal Revenue Code sections 501(c)(3) or 501(c)(4), and as hereafter amended.
3. Where the term nonprofit organization is used, it is meant to include a nonprofit corporation or nonprofit limited liability corporation.

O. "Person" or "Persons" is meant to include individual natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts, or corporations.

((G)) P. "Personnel" means any person employed by or working for any business located within the city, and/or persons who perform any part of their duties within the city. This includes officers, owners, agents, or other staff functions.

1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
2. A sole proprietor, owner and spouse are not counted as personnel.
3. Each part-time or each temporary person must be counted as one personnel.
4. Volunteers are not counted as personnel in determining the business registration fee.

Q. "Premises" is meant to include all lands, structures, places, equipment, and appurtenances connected or used in any business, and any personal property or fixture used in connection with any business.

((H)) R. "Registrant" includes any person who:

1. Engages in business,
2. Is required to have a business license and/or registration,
3. Is liable for any license fee, registration fee, or tax, or

4. Performs any act for which a license fee, registration fee, or tax is imposed by this chapter.

R. “Regulatory business license” has the same meaning as “Regulatory business license” in RCW 35.090.010.

((I)) S. “Social Purpose Corporation” means a corporation that has elected to be governed as a social purpose corporation under chapter 23B.25 RCW.

Section 3. That Section 08.01.025 (Consumer Show Definitions) is repealed.

Section 4. That Section 08.01.070 is amended to read as follows:

Section 08.01.070 Business Registration Required

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

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

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

| Annual Regulatory Licenses and Permits | Licensing Requirements |
|---|-------------------------------|
| Amusement Facility License | SMC 10.23A |
| Commercial Tree License | SMC 10.25 |

| | |
|--|----------------------------|
| Building Moving and Relocation Permit | SMC 10.26 |
| Sidewalk Café Permit | SMC 10.28 |
| Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic | SMC 10.29 |
| Fireworks Permit | SMC 10.33A |
| For-hire Vehicle Driver and For-hire Operator License | SMC 10.34A |
| Infectious Waste License | SMC 10.35 |
| Itinerant Vendor License | SMC 10.40 |
| Special Police Officer License | SMC 10.41A |
| Charitable Solicitation License | SMC 10.42 |
| Telephone and Telegraph Construction Permit | SMC 10.43 |
| Emergency Medical Transport Permit | SMC 10.47 |
| Mobile Food Vendor License | SMC 10.51 |
| Food Delivery License | SMC 10.515 |
| Short Term Rental License | SMC 10.52 |
| Parklets and Streateries Licenses | SMC 10.55 |
| Residential Rental House License | SMC 10.57 |

Section 5. That Section 08.01.090 is amended to read as follows:

Section 08.01.090 General Business Exemptions

Unless otherwise provided, the following exemptions apply to the requirement to obtain a general business (~~(registration)~~) license with Spokane city endorsement under this chapter:

A. Presenters of a show, such as a trade show, that is directly associated with or ancillary to a convention or a major national meeting, when entry is limited to those attending the convention or meeting and the immediate family or associates of the conventioners.

B. Consumer Show Exhibitors.

Consumer show organizers remain responsible (~~(to purchase)~~) for purchasing a (~~(regular)~~) general business registration unless otherwise exempted.

C. Persons or entities otherwise subject to the requirement to obtain a business registration, but only to the extent such requirement arises from operating at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the city, said annexation taking effect on or after January 1, 2012; and

D. Where preempted by the federal or state constitution or laws.

E. Operators of market gardens under chapter [17C.380 SMC](#) or any farmer or gardener selling, delivering, or peddling any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by such person as described in RCW 36.71.090.

F. A school group conducting occasional sales from a temporary location when the proceeds from such sales are used for school-related activities.

G. A business or person in a City-initiated contractual relationship with one or more contracts with no more than \$12,000 in accumulated value.

Section 6. That Section 08.01.110 (Registration - Class) is repealed.

Section 7. That Section 08.01.120 is amended to read as follows:

Section 08.01.120 Registration – Application

A. The application for a general business license (~~(registration)~~) shall be made on forms (~~(which)~~) set forth by the (~~(:)~~) Washington State Department of Revenue through the Business License Service.

- ~~((1. name of the applicant,~~
- ~~2. applicant's residence,~~
- ~~3. place of business,~~
- ~~4. nature of the business,~~
- ~~5. number of personnel, and~~
- ~~6. amount of the registration fee.))~~

B. Applicants (~~(whose circumstances fall under the definition of SMC 10.40.010 must further disclose information as required in SMC 10.40.030)~~) engaging in businesses requiring an annual regulatory business license shall provide any additional information as required under its respective SMC chapter to the City of Spokane Taxes and Licenses Office.

Section 8. That Section 08.01.130 (Term of Registration) is repealed.

Section 9. That Section 08.01.150 is amended to read as follows:

Section 08.01.150 (~~Registration – Transfer~~) Transfer of Licenses

All general business (~~registrations~~) licenses and regulatory business licenses are personal and non-transferable. Whenever there is a change of ownership a new (~~registration~~) license must be applied for by the new owner as provided for in this chapter.

Section 10. That Section 08.01.160 is amended to read as follows:

Section 08.01.160 Multiple Businesses or Locations

- A. Except as otherwise provided in this paragraph, when a registrant operates two or more businesses in the City, or two or more business locations within the City, whether or not related, a separate City general business (~~registration~~) license is required for each business or business location. For purposes of this paragraph, a single registrant that is in the business of renting multiple residential real property units in Spokane may register as a single business(~~,~~) but must list all residential units by street address separately as required in [SMC 10.57.020\(B\)](#).
- B. If a single business has at least one permanent location in the (~~City~~) city and also conducts business on a temporary or seasonal basis from temporary or mobile locations, such as from portable stands or vehicles, the (~~registrant~~) must obtain a secondary location (~~registration~~) license for each such location or stand or vehicle directly from the City as provided in [SMC 8.01.070](#).
 - 1. To the extent such temporary or mobile activities include those activities defined in [SMC 10.40.010](#) (Itinerant Vendor Designation) the requirements of that chapter shall also apply.
 - 2. The (~~chief of police~~) Chief Financial Officer or their designee may temporarily suspend or relocate a secondary location (~~registration~~) license allowing business activity on or adjacent to a public street or other public place within the boundaries of a permitted special event under [chapter 10.39 SMC](#) when such business activity may conflict with the special event.

Section 11. That Section 08.01.200 (Businesses Within City) is repealed.

Section 12. That Section 08.01.210 (Businesses Outside City) is repealed.

Section 13. That Section 08.01.220 is amended to read as follows:

Section 08.01.220 Temporary General Business ((Registration)) License – Itinerant Vendor Permit

A. Temporary general business ((registrations)) licenses available for a period of ninety days or less shall be issued by the City of Spokane ((taxes and licenses division)) Taxes and Licenses Office.

B. All “itinerant vendor” permits per [SMC 10.40.010](#), shall be issued by the City of Spokane ((taxes and licenses division)) Taxes and Licenses Office. An “itinerant vendor” permit must be obtained in addition to a general business ((registration)) license (temporary or regular) per [SMC 10.40.010](#).

C. A school group conducting occasional sales from a temporary location when the proceeds from such sales are used for school-related activities are exempt from obtaining an itinerant vendor permit.

Section 14. That Section 08.01.230 (Name or Location Change) is repealed.

Section 15. That Section 08.01.320 (Denial or Revocation of Business License – Illegal Activity) is repealed.

Section 16. That there is a new Section 08.01.321 to read as follows:

Section 08.01.321 Denial, Revocation or Refusal to Renew License or Permit

A. The City of Spokane may refuse to issue, revoke, or refuse to renew any license issued under the provisions of this chapter. The City shall notify such applicant or registrant of the refusal to issue, revocation of, or refusal to renew and include on the notice what grounds such a decision was based. The City may refuse to issue, may revoke, or may refuse to renew any license issued under this chapter on one or more of the following grounds:

1. The applicant or registrant has not made good tender of the license fee, failed to comply with local, state, or federal laws or requirements, or is otherwise ineligible for the license;
2. The license was procured by fraud, or false representation of fact, or for the violation of, or failure to comply with, any of the provisions of this chapter by the person holding such license, or any of the person's servants, agents, or employees, while acting within the scope of their employment;

3. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in SMC 10.68;

4. The applicant or registrant is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:

a. The expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or

b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in the final judicial affirmation of the findings of violations of chapters 49.46, 49.48, or 49.52 RCW.

5. Within the last ten years the applicant or registrant is a person subject to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

6. An applicant or registrant has been convicted of an offense under Chapter 9A.88 RCW or a comparable law of another state, and no person convicted of an offense under Chapter 9A.60 RCW or a comparable law of another state, when such violation of Chapter 9A.60 RCW or comparable law of another state is related to the operation of a massage business or reflexology business as defined in RCW 18.108.010.

B. An applicant or registrant whose application has been denied, revoked, or refused to renew may file within fourteen days of the denial, revocation, or refusal to renew an appeal to the Hearing Examiner. The appeal shall contain a factual statement and legal grounds for the appeal and be filed with the City Clerk. The Hearing Examiner causes a verbatim record of testimony, and a file of documents introduced to be made and causes findings or conclusions on the issues in dispute to be made in writing as part of the record and affirms, overrules, modifies, or remands the decision appealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/18/2025

Clerk's File #

ORD C36652

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**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)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 AN ORDINANCE CORRECTING MUNICIPAL CODE REFERENCES

Agenda Wording

An ordinance correcting municipal code references resulting from the streamlining of general business and regulatory licensing processes and procedures.

Summary (Background)

An ordinance correcting municipal code references resulting from the streamlining of general business and regulatory licensing processes and procedures; amending Sections 10.23A.010, 10.23A.020, 10.23A.070, 10.25.010, 10.26.010, 10.26.070, 10.29.010, 10.29.020, 10.29.031, 10.29.060, 10.29.070, 10.39.070, 10.40.010, 10.40.025, 10.41A.010, 10.41A.040, 10.42.030, 10.51.020, 10.51.110, 10.51.130, 10.515.060, 10.52.020, 10.52.030, 10.55.020, and 17C.316.050; repealing Sections 10.23A.075, 10.28.020, and 10.40.020 of the Spokane Municipal Code.

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

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | |
| Dept Head | SCOTT, ALEXANDER |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | amcdaniel@spokanecity.org |
| nzollinger@spokanecity.org | |
| | |
| | |

ORDINANCE NO. C36652

An ordinance correcting municipal code references resulting from the streamlining of general business and regulatory licensing processes and procedures; amending Sections 10.23A.010, 10.23A.020, 10.23A.070, 10.25.010, 10.26.010, 10.26.070, 10.29.010, 10.29.020, 10.29.031, 10.29.060, 10.29.070, 10.39.070, 10.40.010, 10.40.025, 10.41A.010, 10.41A.040, 10.42.030, 10.51.020, 10.51.110, 10.51.130, 10.515.060, 10.52.020, 10.52.030, 10.55.020, and 17C.316.050; repealing Sections 10.23A.075, 10.28.020, and 10.40.020 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.23A.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.010 Definitions

For the purpose of this chapter:

- A. "All ages venue" is an entertainment facility where live or recorded entertainment involving music, singing, dancing, or other similar entertainment is presented to the public, where patrons of all ages are admitted.
- B. "Amusement facility," or "entertainment facility" is any business, club, or location that is required to have a City business license or permit in accordance with chapter ((4-04)) [08.01](#) SMC where concerts, dances, carnivals, circuses, teen club, all ages venue, or a cabaret is presented to the public as a regular course of doing business, not including:
 - 1. a government entity, public or private schools or college; or
 - 2. a facility operated by an organization which has been recognized as exempt from federal income taxation and when the entertainment activities are but an occasional activity not related to the facility's primary purposes; or
 - 3. licensed businesses whose primary function is to provide products or services and where the entertainment provided is not material to the economic viability of the business.
- C. "Cabaret" is an entertainment venue involving live or recorded music, singing, dancing, or other similar entertainment that is presented to the public.
- D. "Carnivals" are any organized event for the primary purpose of presenting a traveling show having sideshows, rides, games of skill, and food vendors, whether

indoors or outdoors.

- E. "Circuses" are any organized event for the primary purpose of exhibition of feats of performers, entertainers, acrobats, and trained animals, whether indoors or outdoors.
- F. "Concerts" are any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment, whether indoors or outdoors.
- G. "Dance" is any organized event for the primary purpose of presenting live or recorded music for dancing, whether indoors or outdoors.
- H. "Event facility" is any establishment, licensed under this chapter, where an admission fee is charged and/or tickets are sold for entry which is being presented to the public."
- I. "Outdoor entertainment" is a venue involving live or recorded music, singing, or other similar entertainment that is presented to the public.
- J. "Teen club" is any building, or part of, or other enclosed facility, or place where a teen dance or venue is held or teen dancing is permitted.
- K. "Teen dance" is a dance or venue open to the public to which persons under the age of twenty-one years are admitted.
- L. "Venue" is an entertainment facility involving live or recorded music, singing, dancing, or other similar entertainment presented at a facility, location, or established place of business licensed under this chapter.

Section 2. That Section 10.23A.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.020 License Required

- A. No person may conduct or maintain an entertainment or amusement facility without first obtaining an entertainment facility license.

~~((B The entertainment facility license is a class IIA license as provided in [chapter 4.04 SMC.](#)))~~

~~((C))~~ B. Anyone conducting or operating a business, event, or venue where concerts, dances, carnivals, or circuses are presented to the public as a regular course of doing

business shall have a license or permit issued under this chapter, unless otherwise exempted by this chapter.

Section 3. That Section 10.23A.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.070 Application, Transfer, and Renewal

- A. An entertainment facility license issued under this chapter is not transferable as to person or place.
- B. Application for License.
 - 1. The application is filed and all applicable license fee(s) are paid to, the ~~((Department of Taxes and Licenses))~~ Taxes and Licensing Office.
 - 2. The ~~((Chief of Police, or designated))~~ license officer, does not approve the license until the application has been reviewed and approved by a designated building official, fire marshal, and director of taxes and licenses as required.
- C. An entertainment facility shall be at all times during normal business hours available for access by any law enforcement.
- D. This chapter is subject to the administrative provisions of chapter ~~((4.04))~~ 08.01 SMC.
 - 1. An entertainment facility license may be suspended, revoked, or denied if:
 - a. any datum furnished on the application is false or is not updated in a timely fashion;
 - b. the structure ceases to comply with all applicable building, fire, and zoning provisions;
 - c. any condition of the license, or voluntary consent agreement issued under this chapter has been violated; or
 - d. any provision of this chapter is violated.
 - 2. Any authorized City official may issue a warning order requiring licensee to correct any condition or practice that presents a threat to the public health or safety.
 - 3. Authorized City departments may invoke their powers granted under the Spokane Municipal Code to immediately close an entertainment facility if

the conditions present an imminent threat to public health and safety.

E. Renewal of application:

1. Application for renewal shall be made no later than thirty days prior to expiration of license.
2. The applicant shall pay all applicable fees.
3. The applicant must obtain relevant confirmations from the fire department; the building services department; and the police department.

F. All license fees are non refundable.

G. Any person required to obtain a license under this chapter and who fails to do so in the time required by this code is subject to payment of interest on the outstanding balance at the rate of one percent per month or part of a month. In addition to the interest, penalties are assessed at the rate of:

1. Fifteen percent for the amount due for any amount past due more than thirty days; and
2. Twenty percent for the amount past due more than sixty days.

H. Penalties and interest provided for in this section are collected as part of the license fee. Collection of the penalties and interest, or discontinuance of the activity, does not excuse noncompliance and is not a defense to prosecution.

Section 4. That Section 10.23A.075 of the Spokane Municipal Code is repealed

Section 5. That Section 10.25.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.25.010 Commercial Tree License

A. Any person or entity retained or hired to prune, plant, or remove a public tree (~~(, as defined in [SMC 12.02.945](#))~~) or street tree as defined in (~~([SMC 12.02.952](#))~~) [SMC 12.02.910](#) must be licensed to perform commercial tree work by the City under this section. Each day of a continuing violation is a new and separate violation. (Cross Reference: [SMC 12.02.910](#), et seq., pruning permit)

B. A license to perform commercial tree work is issued to each applicant who meets the following qualifications:

1. Is, or has an employee who is, an arborist certified through the International Society of Arboriculture.
2. Uses only International Society of Arboriculture certified arborist or certified tree workers in performing work which involves tree climbing or tree pruning, planting, or removal.
3. Has not been found in violation of any requirements of [chapter 12.02 SMC](#) within the preceding year.
4. Maintains public liability insurance with combined bodily injury and property damage limits of at least one million dollars. At the time of permit application, the applicant must furnish proof of such insurance, naming the City of Spokane as an additional insured. The insurance must include a provision for at least thirty days written notice to the City risk manager prior to cancellation or material change in coverage to be given. The risk manager may allow insurance to be provided on an annual basis and may increase the amount of coverage for more extensive work as the public interest may require.

C. The license expires one year from the date of issuance, or sooner if the liability insurance lapses.

~~((D. Licenses required by this section are class IIIA licenses under [chapter 4.04 SMC](#).)~~

~~((E))~~ D. Enforcement.

1. Whenever it appears to the City that there has been a violation of the Spokane Municipal Code by a licensee in connection with the enjoyment of licensed privileges, a warning letter is issued specifying the apparent violation and any other information. If the City believes damages apply, the warning letter may include that information and demand for payment. The letter shall state a time for response and offer to meet with the party. The City may always independently seek restitution for any damages through any lawful means.
2. If it appears to the City that a second violation has arisen within a three-year period after the first warning letter under subsection (E)(1) of this section, the matter is referred to the City prosecutor to seek penalties and full restitution for any apparent violations and damages claimed, including any items not resolved from the first warning letter. In addition, upon a court determination of any violation by a party required to hold a license under [SMC 10.25.010](#), said party's license is suspended six months. A party may apply for reinstatement after that time, conditioned on payment of all fines, penalties and damages applicable.

3. If it appears to the City that a third violation has arisen within a three-year period after the first warning letter under subsection (E)(1) of this section, the matter is referred to the City prosecutor to seek penalties and full restitution for any apparent violations and damages claimed, including any items not resolved from prior accrued violations. In addition, upon a court determination of an additional violation by a party required to hold a license under [SMC 10.25.010](#) beyond any prior court determination under subsection (E)(2) of this section, said party's license is suspended two years. A party may apply for reinstatement after that time, conditioned on payment of all fines, penalties and damages applicable.
4. Nothing herein prevents the City from contacting a party and resolving issues by any means outside the procedures stated herein.

Section 6. That Section 10.26.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.26.010 Relocation Permit Required

- A. A person needs a relocation permit issued by the ~~((development services center))~~ Development Services Center to relocate or place a building or structure upon any property in the ~~((City))~~ city.
- B. The applicant must be either the owner of the building or a state-registered contractor.
- C. The relocation permit is in addition to the building moving permit and the street obstruction permit as provided in [SMC 17G.010.210\(B\) and \(D\)](#) and chapter [12.02 SMC](#). ~~((While the moving and street obstruction permits are class III licenses under chapter [4.04 SMC](#), the))~~ The relocation permit is a species of building permit.

Section 7. That Section 10.26.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.26.070 Building Moving - Additional Provisions

- A. Notwithstanding and in addition to the provisions of ~~((chapter [4.04 SMC](#),))~~ chapter [12.02 SMC](#) and chapter [17G.010 SMC](#) with respect to the permits for relocating a building, moving a building and obstructing a street, the moving of the building is subject to the further provisions of this section.
- B. The building official coordinates review and comment on the proposal among the City departments of police, development services center, engineering services,

street, and among all utility companies having lines or other facilities along the proposed route.

- C. Before the moving permit is issued the building official incorporates, by endorsement or attachment, a written description of the approved route and the time and date of the move. At least fifteen days before the move the applicant must sign the permit thereby agreeing to:
1. the route and time frame;
 2. notifying the police department, the street department and affected utilities at least twenty-four hours in advance of the move; and
 3. reimburse the affected departments and utility companies for the actual costs of inspections, moving lines or otherwise enabling the move.

When the holder of a building moving permit gives notice as provided in this section, every owner of utility facilities is required to raise, remove and replace, bypass or take other reasonable action regarding such facilities to accommodate the moving of the building.

Section 8. That Section 10.28.020 of the Spokane Municipal Code is repealed:

Section 9. That Section 10.29.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.010 License and Permit

- A. A. No person may work as a blaster or operate as a contractor using explosives or blasting agents without a current license issued by the city engineer, bond and insurance as provided in [SMC 17G.010.210](#).
- B. No person may conduct blasting operations without a blasting permit as provided in [SMC 17G.010.210\(A\)](#).
- C. The blasting license (~~and permit are in the nature of a class IIE license under [chapter 4.04 SMC](#)~~) is an annual license subject to the licensing procedures of 08.01 SMC.
- D. Additionally, IFC section 105.6.15 requires a permit from the fire official to:
1. manufacture, possess, store, sell, use or dispose of explosives or blasting agents;

2. operate a terminal for handling explosives or blasting agents, and to deliver or receive same at a terminal during the hours of darkness; or
3. transport explosives or blasting agents or transport blasting caps on the same vehicle with explosives.

Section 10. 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 building 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. 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. 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. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.
- F. ~~((Boiler operator's licenses are class IIB licenses under [chapter 4.04 SMC](#)))~~ Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

~~((1. They are annual licenses which expire on December 31st.))~~

Section 11. That Section 10.29.031 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.031 ~~((Term of Licenses))~~ Heating Mechanics License

~~((Licenses))~~ A license for heating mechanics are class IIB licenses under [chapter 4.04 SMC](#) which expire on December 31st.) is an annual regulatory license subject to the licensing procedures of 08.01 SMC.

Section 12. That Section 10.29.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.060 Registered Fire Equipment Servicer

- A. Fire equipment servicer registration is listed in [SMC 17F.080.270](#).
- B. A registered fire equipment servicer license is ~~((a class IIF))~~ an annual regulatory license ((under [chapter 4.04 SMC](#))) subject to the licensing procedures of 08.01 SMC.

Section 13. That Section 10.29.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.070 License Suspension

- A. In supplementation of ~~(([chapter 4.04 SMC](#)))~~ chapter 08.01 SMC, the building official may order the suspension of a license under this chapter, except a blasting license, upon any of the following grounds attributable to the licensee:
 - 1. Unworkmanlike installations.
 - 2. Code infractions.
 - 3. Habitual excessive use of alcohol or drugs.
 - 4. Misrepresentation in obtaining the license.

5. Special circumstances which require suspension in the interests of public safety and welfare.

B. The licensee may appeal as provided in (~~(SMC 4.04.100)~~) SMC 08.01.

Section 14. That Section 10.39.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.39.070 Appeal of Denial of Special Event Permit

A denial of a special events permit may be appealed pursuant to (~~(SMC 4.04.100)~~) SMC 08.01.

Section 15. That Section 10.40.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.40.010 Itinerant Vendor Designation & Permit - When Required

A regular or temporary business issued a registration under chapter 8.01 SMC must obtain a separate "itinerant vendor" permit from the City of Spokane (~~(taxes and licenses division)~~) Taxes and Licensing Officer under any of the following circumstances:

- A. Where the person is engaged in the business of selling or delivering goods or services within the City from a fixed or temporary location as an itinerant vendor, except those vendors operating under the provisions of chapter 10.51 SMC Mobile Food Vending shall not be considered itinerant vendors.
 1. Examples are people selling prepackaged food or wares from roving vehicles in the streets, except mobile food vendors. (Cross Reference: SMC 8.01.220 and chapter 10.51 SMC).
- B. Where the person travels from door to door as the principle means of conducting business offering, exposing for sale, or selling within the City any goods, merchandise, service or product.
- C. Where the person engages in any business in the City with no permanent location. (Cross Reference: SMC 8.01.070).
- D. A person who engages in constitutionally protected expressive activities in the public right-of-way shall not be required to obtain a business registration unless the person engages in business activities. Constitutionally protected expressive activities conducted in the public right-of-way shall include, but is not limited to, street performers. For the purposes of this section, a street performer means an

individual, including street musicians, who performs any form of artistic expression. The voluntary contribution of money or other items of value by members of the public to the individual in association with the expressive activity shall not result in the requirement of obtaining a business registration. A person who engages in constitutionally protected expressive activities in the public right-of-way must still comply with all other regulations regarding conduct in the public right-of-way.

Section 16. That Section 10.40.020 of the Spokane Municipal Code is repealed:

Section 17. That Section 10.40.025 of the Spokane Municipal Code is amended to read as follows

Section 10.40.025 Violation

- A. If a person engages in activities defined in [SMC 10.40.010](#) without a current itinerant vendor permit issued by the City of Spokane (~~taxes and licenses division~~) Taxes and Licensing Office, they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Itinerant vendors must comply with all state and local laws.

Section 18. That Section 10.41A.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.41A.010 In General

- A. This chapter (~~supplements and~~) specifies the general administrative procedures of (~~chapter 4.04 SMC~~) chapter 08.01 SMC and provides substantive regulations of special police officers.
- B. Special or private police officers under this chapter differ from private detectives and security guards licensed under chapter 18.165 RCW and chapter 18.170 RCW in that they have a police commission and they differ from members of the police reserve force.

Section 19. That Section 10.41A.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.41A.040 License Required

- A. No person may act or pretend to act as a special police officer without a current valid commission.
- B. No person may employ an individual as a special police officer unless the individual has a current valid commission.
- C. The license required for a special police officer is in the form of a commission from the chief of police and is a ~~((class II))~~ license as provided in ~~(([chapter 4.04 SMC](#)))~~ chapter 08.01 SMC.

Section 20. That Section 10.42.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.42.030 Charitable Solicitation Permit Required

- A. No person may solicit for charitable purposes without a charitable solicitation permit.
- B. A permit is not required for solicitation by members of a charitable or religious organization among its members or persons present at a regular meeting of the organization.
- C. A charitable solicitation ~~((permit is a class I))~~ annual license ~~((as provided in [chapter 4.04 SMC](#)))~~ subject to the licensing procedures in 08.01 SMC.

Section 21. That Section 10.51.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.51.020 Mobile Food Vending License ((Class))

Mobile food vending ~~((permits are Class IIIE))~~ annual licenses ~~((as provided in [chapter 4.04 SMC](#)))~~ subject to the procedures in chapter 08.01 SMC.

Section 22. That Section 10.51.110 of the Spokane Municipal Code is amended to read as follows:

Section 10.51.110 Indemnity-Permit Revocation (Mobile Food Vendor)

The applicant for a mobile food vendor permit shall deliver to the City, on a form supplied by the City, signed and acknowledge agreement by the applicant to defend, indemnify, and hold the City harmless from any and all claims, actions or damages or liabilities of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of such mobile food vending unit. In addition, the agreement

shall contain a provision that the permit is wholly of a temporary nature, that it vests no permanent right whatsoever, that it may be suspended or revoked pursuant to the procedures set forth in (~~(SMC-4.04.080)~~) chapter 08.01 SMC.

Section 23. That Section 10.51.130 of the Spokane Municipal Code is amended to read as follows:

Section 10.51.130 Violation

- A. This chapter is subject to the administrative provisions of chapter (~~(4.04 SMC)~~) 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- B. Mobile food vendors must comply with all state and local laws.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

Section 24. That Section 10.515.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.515.060 Violation and penalty

- A. It is a violation of this chapter to fail to comply with any provision of this chapter.
- B. This chapter is subject to the administrative provisions of (~~(chapter 4.04 SMC)~~) chapter 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- C. Violation of this chapter by any business is a Class 1 Civil Infraction and subject to the penalties set forth in chapter 1.05 SMC.
- D. Each day of a continuing violation is a separate offense.

Section 25. That Section 10.52.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.52.020 License Officer

For purposes of chapter (~~(4.04)~~) 8.01 SMC, the Director of Planning and Economic Development Services shall be the license officer.

Section 26. That Section 10.52.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.52.030 Violation

- A. This chapter is subject to the administrative provisions of chapter ~~((4.04))~~ [08.01 SMC](#). In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- B. Short-term rental owners and operators must comply with all state and local laws.
- C. A violation of this chapter is a class 2 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

Section 27. That Section 10.55.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.55.020 ~~((License Class))~~ Parklet and Streatery License

Parklet and streatery licenses are ~~((Class III E))~~ annual licenses ~~((and are))~~ subject to ~~(([SMC Chapter 04.04](#)))~~ chapter 08.01 SMC.

Section 28. That Section 17C.316.050 of the Spokane Municipal Code is amended to read as follows:

Section 17C.316.050 Short-Term Rentals in Other Zones

- A. Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
 - 1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.
 - a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in [Section 17C.300.110\(B\) SMC](#).

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

C. Standards.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
 - a. Meets the current building code requirements for a sleeping room
 - b. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
3. Number of residents and guests. The total number of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
4. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading](#).
5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).

D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - c. A copy of the owner's current City of Spokane business license.
 - d. A site plan and floor plan.
 - e. A completed and notarized Life Safety Compliance form.
- E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter ((04.04)) [08.01](#) SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.
- 1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC](#).
 - 2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
 - 3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Council Meeting Date:** 03/24/2025

| | | | |
|---|---|-------------------------|------------|
| | | Date Rec'd | 2/19/2025 |
| | | Clerk's File # | ORD C36653 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | PLANNING & ECONOMIC | Bid # | |
| Contact Name/Phone | SPENCER 6097 | Requisition # | |
| Contact E-Mail | SGARDNER@SPOKANECITY.ORG | | |
| Agenda Item Type | First Reading Ordinance | | |
| Council Sponsor(s) | JBINGLE PDILLON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | 0650 - ORDINANCE REVISIONS - STREET COST RECOVERY | | |

Agenda Wording

Adding new sections to chapter 12 of the Spokane Municipal Code, consistent with state law (Ch 35.72 RCW).

Summary (Background)

To allow for cost recovery of the costs of installation by developers through a charge to later users of the systems who did not contribute toward capital costs.

What impacts would the proposal have on historically excluded communities?

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? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Neutral \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Funding Source N/A | |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | Additional Approvals |
| Dept Head | GARDNER, SPENCER |
| Division Director | GARDNER, SPENCER |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | sgardner@spokanecity.org |
| tfischer@spokanecity.org | eschoedel@spokanecity.org |
| mfeist@spokanecity.org | smacdonald@spokanecity.org |
| ebrown@spokanecity.org | rhulvey@spokanecity.org |
| | |

ORDINANCE NO. C36653

AN ORDINANCE relating to the public ways and property, adopting new sections 12.13, 12.13.010, 12.13.020, 12.13.030, 12.13.040, 12.13.050, 12.13.060, 12.13.070, 12.13.080, 12.13.090, 12.13.100, 12.13.110, 12.13.200, 12.13.210, 12.13.220, 12.13.230, 12.13.240, and 12.13.250; to chapter 12 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That there is adopted a new section SMC 12.13.010 to read as follows:

Chapter 12.13. Road, Street, and Highway Transportation Project Cost Recovery

Section 12.13.010 Purpose of Chapter

Pursuant to the authority conferred by chapter 35.72 RCW, this chapter is enacted to encourage the private construction of specified public roads, streets and highway transportation projects required by ordinance by providing means for the recovery of the costs of installation by developers through a charge to later users of the systems who did not contribute to the capital costs thereof. Further, this chapter also authorizes the City, as determined by the Director of Public Works and approval of the City Council, to establish Assessment Reimbursement Areas to permit the City to recover the cost of specified public roads, streets, and highway projects funded by the City which directly benefit those in the Assessment Reimbursement Area required for further development.

Section 2: That there is adopted a new section SMC 12.13.020 to read as follows:

Article I. Private Project Cost Recovery – Latecomer Agreements

Section 12.13.020 Application

- A. Any property owner who uses private funds to construct transportation projects required by City ordinance for the purpose of serving the area in which the real property of such owner is located may apply to the City to establish a latecomer agreement under RCW 35.72 et seq. to recover a pro rata share of the costs from subsequent users of the system.

- B. The application must be on forms prescribed by the City Engineer and must be accompanied by a nonrefundable application fee determined by the City Engineer.
- C. The City Engineer establishes policies and procedures for processing applications and initially determining eligibility of a system for a latecomer agreement.
- D. The applicant is required to submit to the City Engineer a certified statement by a State of Washington licensed professional engineer containing an itemization of the total projected cost of the system which may include the design plans.

Section 3. That there is adopted a new section SMC 12.13.030 to read as follows:

Section 12.13.030 Processing of Application and Charges

- A. Upon receipt of the applicant's statement of project costs, the City Engineer prepares for the City Council a report setting forth the agreement terms, which shall include:
 - 1. the total area and frontage of property currently paying or sharing the costs of construction of the transportation project;
 - 2. the total area and frontage of property directly benefited by the transportation project;
 - 3. the names and mailing addresses of the owners of the property determined to be within the area;
 - 4. the fair pro rata share of the cost for each property in the benefited area which:
 - i. would directly benefit from the transportation project;
 - ii. would require similar transportation projects upon development;
 - iii. did not contribute to the original cost of the transportation project;
 - 5. a determination whether the transportation project is consistent with the plan of the department of engineering services and the City's Comprehensive Plan;
 - 6. a list of other necessary services presently available or planned for the area as part of the adopted plan;

7. a recommendation whether the application meets the criteria of this chapter and the policies and procedures of the City Engineer and ought to be accepted.
- B. If the City Council accepts the application, it shall pass a resolution declaring its intent to enter into a transportation project latecomer agreement, subject to the further requirements of this chapter.
 - C. After the transportation project is completed, the applicant must present to the City Engineer a final statement detailing the actual total project costs, including application fees, design, construction and inspection fees.
 1. In addition, the applicant must submit “as-built” plans showing the transportation project and the service area.
 - D. If both the as-built plans and the final statement of costs are consistent with the improvement contemplated, the City shall enter into the latecomer agreement.
 - E. If the final statement exceeds or is inconsistent with the projected cost, or if the as-built plans significantly differ from the original design, the City Engineer shall meet with the applicant to determine the reason for the increased cost or different design.
 - F. The City Engineer will make a further report and recommendation to the City Council. The City Council may approve, reject or modify the latecomer agreement.

Section 4. That there is adopted a new section SMC 12.13.034 to read as follows:

Section 12.13.040 Ownership of System

- A. To be eligible, a transportation project must comply with all City ordinances, rules and regulations applicable to the design and construction of the transportation project.
- B. Upon approval of the latecomer agreement the constructed transportation project becomes the property of the City.
 1. Maintenance and operation costs of the system are the responsibility of the City.

Section 5. That there is adopted a new section SMC 12.13.050 to read as follows:

Section 12.13.050 Restrictions on Development

- A. Under the terms of the latecomer agreement the City will not allow any person to develop any property within the reimbursement area without prior payment, or assurance of payment, to the applicant or the applicant's successor(s) or assign(s), herein referred to collectively as "beneficiary", of the latecomer charge, including interest and costs of administration.
- B. The latecomer agreement obligates the City to exercise its best efforts to assure compliance with this section, but the City shall not incur liability for an unauthorized development.

Section 6. That there is adopted a new section SMC 12.13.060 to read as follows:

Section 12.13.060 Payment of Charge

- A. Payment shall be made by those property owners within the agreement area who develop their property within the period of time that the contract is effective and at the time of development were not required to install similar street projects because they were already provided for by the agreement.
- B. Payments of the latecomer charge may be made to the City or to the beneficiary in accordance with the City's rules.
- C. Payment to the City must be by one lump sum including administrative costs.
 - 1. The City pays amounts due the beneficiary within sixty days of receipt.
- D. If payment of the latecomer charge is made to someone other than the City, the City will require proof of payment in the form of a release from the beneficiary before allowing development, including but not limited to, issuance of a permit, or preliminary plat approval.
 - 1. The City will not be involved in enforcing private payment arrangements or mediating payment disputes between parties.

- E. Throughout the term of the agreement the beneficiary must, in writing, certify in January every two years the name(s) and address(es) of the beneficiary.
1. The City is not responsible for locating any person who may be entitled to benefits under any agreement.
 2. Failure to receive the annual certification required under this subsection gives the City cause to refuse to make payment under the agreement and money received may become the sole and exclusive property of the City.

Section 7. That there is adopted a new section SMC 12.13.070 to read as follows:

Section 12.13.070 Interest on Latecomer Charge

- A. The latecomer agreement will provide that the beneficiary will receive interest.
- B. If a latecomer pays the charge within thirty days from the date of execution of the agreement, no interest is payable. Otherwise, interest is payable from the date of execution of the agreement to the date of payment of the latecomer charge.
- C. The rate of interest will be the rate payable on 12.00% at the time the City signs the latecomer agreement.
- D. Interest is calculated on the basis of a three-hundred-sixty-five-day year and is not compounded.
- E. Total interest payable may not exceed the principal amount of the latecomer charge.

Section 8. That there is adopted a new section SMC 12.13.080 to read as follows:

Section 12.13.080 Term of Agreement

No latecomer agreement can have a term longer than fifteen years, except that the agreement may provide for an extension of the reimbursement period for a time not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development within the benefit area for a period of six months or more. Upon the extension of the reimbursement period, the agreement must specify the duration of the agreement extension and must be filed and recorded with the county auditor. Property

owners who are subject to the reimbursement obligations shall be notified by the City of the extension.

Section 9. That there is adopted a new section SMC 12.13.090 to read as follows:

Section 12.13.090 City Liability Limited

- A. The agreement will provide that the developer of the transportation project waives and releases the City from all claims arising from the establishment, administration and enforcement of the latecomer agreement.
- B. In no event will the City be considered a guarantor of any project or improvement by virtue of this chapter or any agreement made pursuant to this chapter.
- C. By entering into an agreement, the City is not obligating itself to make any improvements to any state facilities.

Section 10. That there is adopted a new section SMC 12.13.100 to read as follows:

Section 12.13.100 Notice of Agreement, Recording of Agreement, and Releases

- A. The preliminary determination of area boundaries and assessments, along with a description of the property owners' rights and options, shall be forwarded by certified mail to the property owners of record within the proposed agreement area. If any property owner requests a hearing in writing within twenty days of the mailing of the preliminary determination, a hearing shall be held before the City Council, notice of which shall be given to all affected property owners in the agreement area. The City Council's ruling is determinative and final.
- B. The agreement must be recorded in the appropriate county auditor's office within thirty days of the final execution of the agreement, and shall be binding on owners of record within the assessment area who are not party to the contract.
- C. When the latecomer charge for a particular lot or parcel has been paid, the City Engineer shall furnish proof of payment to the owner of the lot or parcel and within thirty days record with the auditor of the county in which the property is located a release, giving the legal description of the lot or parcel.

Section 11. That there is adopted a new section SMC 12.13.110 to read as follows:

Section 12.13.110 City Option to Participate in Agreement

As an alternative to financing projects under this chapter solely by owners of real estate, the City may join in the financing of improvement projects and may be reimbursed in the same manner as the owners of real estate who participate in the transportation projects.

Section 12. That there is adopted a new section SMC 12.13.200 to read as follows:

Article II. Assessment Reimbursement Areas

Section 12.13.200 Creation of Transportation Assessment Reimbursement Area

As an alternative to the provisions set forth in SMC 12.13.020, the City may create an assessment reimbursement area and may construct transportation projects without the participation of a private owner, finance the costs of the road or street improvements, and become the sole beneficiary of the reimbursements that are contributed. The City may be reimbursed only for the costs of improvements that benefit that portion of the public who will use the developments within the assessment reimbursement area established pursuant to RCW 35.72.040(1) and SMC 12.13.210. which will permit development of a limited number of properties within a defined geographic area, and by resolution, create an assessment reimbursement area. Any assessment reimbursement areas shall only be created for locations where the City's ordinances and comprehensive plan require transportation facilities to be improved or constructed as a prerequisite to further property development or redevelopment. The City is not obligated to improve any state facilities due to creation of an assessment reimbursement area.

Section 13. That there is adopted a new section SMC 12.13.210 to read as follows:

Section 12.13.210 Reimbursement Area Boundaries and Assessment Calculation

The boundaries of an assessment reimbursement area shall be formulated by the City Engineer, or qualified third-party expert, based upon a determination of which parcels in the proposed area would require transportation facilities upon development or redevelopment.

The reimbursement assessment shall be the fair pro rata share of the cost for each property in the benefited area which:

1. would directly benefit from the transportation project;
2. would require similar transportation projects upon development;
3. did not contribute to the original cost of the transportation project;

Section 14. That there is adopted a new section SMC 12.13.220 to read as follows:

Section 12.13.220 Preliminary Determination and Notice

Upon Resolution of the City Council, a preliminary determination of the assessment reimbursement area boundaries and assessments, along with a description of property owners' rights and options, shall be sent by certified mail to each owner of record of real property within the proposed assessment reimbursement area. Owners of property within the proposed area may request a public hearing by submitting a written request to the City within twenty days of the preliminary determination's mailing. If a written request is submitted, the City Council shall hold a public hearing on the assessment reimbursement area. Notice of the hearing shall be provided to all affected property owners. Any rulings of the City Council are determinative and final, subject to judicial review.

Section 15. That there is adopted a new section SMC 12.13.230 to read as follows:

Section 12.13.230 Final Determination; Recording

The final determination of the assessment reimbursement area boundaries and assessments will be recorded in the Spokane County Auditor's office.

Section 16. That there is adopted a new section SMC 12.13.240 to read as follows:

Section 12.13.240 Reimbursement Area Payment

- A. Payment shall be made by those property owners within the assessment reimbursement area who develop their property within the period of time that the assessment area is effective, as set forth in SMC 12.13.080, and at the time of

development were not required to install similar street projects because they were already provided for by City development and funds.

- B. Payments of the charge shall be made at the time of issuance of a permit, or preliminary plat approval, whichever comes first. The City may, by development agreement, administrative policy, or other lawful mechanism, allow for delayed or phased payment based upon an approved phasing plan for development project. The property owner accepts the alternate payment plan voluntarily and may elect to submit full payment up front if desired.

Section 17. That there is adopted a new section SMC12.13. 250 to read as follows:

Section 12.13.250 Interest on Assessment Charges

If the assessment reimbursement charge is paid within 30 days from the date the ordinance confirming the assessment reimbursement goes into effect, no interest is payable. Otherwise, interest is payable from the date the ordinance confirming the assessment goes into effect. Interest is calculated on the basis of a 360-day year and is not compounded. Total interest payable may not exceed the principal amount of the assessment reimbursement charge.

Section 18. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/19/2025

Clerk's File #

ORD C36654

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

5200 - ORDINANCE REVISION TO SMC CH. 13.08

Agenda Wording

SMC Ordinance Revision - relating to utility cost recovery methods

Summary (Background)

Repealing SMC sections 13.03.0702 through 13.03.0712 of Ch. 13.03; and amending and adding additional sections to 13.08

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? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Neutral \$ | # |
| 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 | |
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
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| | |
| | |

ORDINANCE NO. C36654

AN ORDINANCE relating to utility cost recovery methods, repealing SMC 13.03.0702, 13.03.0704, 13.03.0706, 13.03.0708, 13.03.0710, and 13.03.0712 to chapter 13.03; amending 13.08.010, and 13.08.020 to chapter 13.08; and adding new SMC sections 13.08.200, 13.08.210, 13.08.220, 13.08.230, 13.08.240, 13.08.250, 13.08.300, 13.08.310, 13.08.320, 13.08.330, 13.08.340, 13.08.350, and 13.08.360 to chapter 13.08 of the Spokane Municipal Code; and setting an effective date.

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 G26649.~~

~~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. That SMC section 13.08 is amended to read as follows:

Chapter 13.08 ((Private)) Utility Cost Recovery Methods

Section 8. That SMC section 13.08.010 is amended to read as follows:

13.08.010 Purpose of Chapter

Pursuant to the authority conferred in the Municipal Water and Sewer Facilities Act, chapter 35.91 RCW, this chapter is enacted to encourage the private construction of municipal water and sewer systems by providing means for the recovery of the costs of installation through a charge to later users of the systems who did not contribute to the capital costs thereof. Further, this chapter also authorizes the City, as determined by the Director of Public Works and approval of the City Council, to establish assessment reimbursement areas as a means for the City to recover the cost of utility improvements

funded by the City, (or obligated by the City for reimbursement) which directly benefit those properties located within the assessment reimbursement area.

Section 9. That SMC section 13.08.020 is amended to read as follows:

Article I. Private Utility Cost Recovery – Latecomer Agreements

13.08.020 Application

- A. Any property owner who uses private funds to construct domestic water and/or sewer systems in the City or within ten miles from the city limits to connect to existing public City water or sewerage systems for the purpose of serving the area in which the real property of such owner is located may apply to the City to establish a latecomer agreement under RCW 35.91.020 in order to recover a pro rata share of the costs from subsequent users of the system.
- B. The application must be on forms prescribed by the ~~((city engineer))~~Director of Engineering Services and must be accompanied by a nonrefundable application fee determined by the ~~((city engineer))~~Director of Engineering Services.
- C. The Director of Engineering Services ~~((city engineer))~~ establishes policies and procedures for processing applications and initially determining eligibility of a system for a latecomer agreement.
- D. The applicant is required to submit to the Director of Engineering Services ~~((city engineer))~~ a certified statement by a State of Washington licensed professional engineer containing an itemization of the total projected cost of the system which may include the design plans.

Section 10. That there is adopted a new section 13.08.200 to chapter 13.08 SMC to read as follows:

Article II. Special Connection Charges (formerly 13.03.0702 to 13.03.0712)

Section 11. That there is adopted a new section 13.08.200 to chapter 13.08 SMC to read as follows:

13.08.200 Special Connection Agreements - Execution

Whenever the connection to a City public water or sewer requires a written agreement, the Director of Engineering Services is authorized to execute it on behalf of the City.

Section 12. That there is adopted a new section 13.08.210 to chapter 13.08 SMC to read as follows:

13.08.210 Special Connection Charge Authorized - Basis

- A. In addition to connection, permit, tap and meter fees required by this code, there is imposed, upon the owners of properties which have not been assessed or charged or contributed the property's pro-rata share of the cost of construction of the City's sewerage or water system, must pay prior to connection to a City utility, a special connection charge in an amount to be computed under SMC 13.08.250.
- 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 13. That there is adopted a new section 13.08.220 to chapter 13.08 SMC to read as follows:

13.08.220 Notice

- A. The City records appropriate notice with the Spokane 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 water or 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 water or 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 14. That there is adopted a new section 13.08.230 to chapter 13.08 SMC to read as follows:

13.08.230 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 the Washington State investment pool rate of interest on the date that the ordinance confirming the special connection charge by the City Council. calculated based on a 360-day year and is not compounded. Total interest payable may not exceed the principal amount of the assessment reimbursement charge.
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 water or 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 water or 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 15. That there is adopted a new section 13.08.240 to chapter 13.08 SMC to read as follows:

13.08.240 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 water or sewer system until the date of connection, except that the computation period shall not exceed ten years.
- B. The project accrued interest is set as the Washington State investment pool rate of interest on the date that the ordinance confirming the special connection charge by the City Council 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 16. That there is adopted a new section 13.08.250 to chapter 13.08 SMC to read as follows:

13.08.250 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 or water fund, as applicable and is computed based on the areas to be served by the water or 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 Lines.

The lineal feet of frontage of property to be served by the water or sewer, as determined by the director of engineering services, is multiplied by the average cost per front foot of lateral line constructed in the City for the year in which the water or sewer to which the property is to be connected was constructed and accepted.

b. Trunk/Distribution/Transmission Lines.

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/distribution/transmission line to which a connection is being made.

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/distribution/transmission line 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 water or sewer facilities have been constructed, the special connection charge may be computed as follows:

a. Trunk/Distribution/Transmission Lines.

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 sub line (plus the necessary laterals). Each separate lot, tract, parcel or other property within the trunk/distribution/transmission liner 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/transmission/distribution 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/distribution/transmission line 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/Distribution/Transmission Service.

Where lateral service is provided together with trunk line service (i.e., a side water or sewer connecting directly into the trunk/distribution/transmission 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 lines constructed and accepted in the City in the year in which the water or sewer being connected to was constructed and accepted, by the area being served by the new connection.

B. Annual Average.

The Director of Engineering Services is authorized to annually compute and establish the average cost per area for lateral and trunk/distribution/transmission lines completed 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/distribution/transmission lines, 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 13.08.220.

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.

Article III Assessment Reimbursement Areas

Section 17. That there is adopted a new section 13.08.300 to chapter 13.08 SMC to read as follows:

13.08.300 Creation of Utility Assessment Reimbursement Area Application

As an alternative to the provisions set forth in SMC 13.08.020 and consistent with RCW 35.91.060, the City may construct a sewer or water system improvement which will provide service to or benefit only a limited number of properties within a defined geographic area, and by resolution, create an assessment reimbursement area. Any assessment reimbursement areas shall only be created for locations where the City's ordinances require water or sewer facilities to be improved or constructed as a prerequisite to further property development or redevelopment.

Section 18. That there is adopted a new section 13.08.310 to chapter 13.08 SMC to read as follows:

13.08.310 Reimbursement Area Boundaries and Assessment Calculation

The boundaries of an assessment reimbursement area shall be formulated by the Director of Engineering Services, based upon a determination of which parcels in the proposed area would require construction or improvement of water or sewer facilities upon development or redevelopment, or would be allowed connection to or usage of constructed or improved water or sewer facilities.

The reimbursement assessment shall be no greater than a property's pro rata share of costs associated with construction of the water or sewer facilities required to meet utility service and fire suppression standards. The City shall determine the reimbursement share of each property owner by using a method of cost apportionment that is based on the benefit to the property owner from the costs to design, engineer, construct, and install the project. The calculation shall be consistent with the method used to determine the cost and reimbursement share under RCW [35.91.020](#)(1) (a) and (b). The City shall not assess reimbursement of costs for the portion of construction or improvements that only benefit property outside of the assessment reimbursement area. The City may recalculate the reimbursement assessment charge based on final project costs. If the City adopts

revised Additional Connection Charges, then the City will refund the difference if costs are smaller.

Section 19. That there is adopted a new section 13.08.320 to chapter 13.08 SMC to read as follows:

13.08.320 Preliminary Determination and Notice

Upon Resolution of the City Council, a preliminary determination of the assessment reimbursement area boundaries and assessments, along with a description of property owners' rights and options, shall be sent by certified mail to each owner of record of real property within the proposed assessment reimbursement area. Owners of property within the proposed area may request a public hearing by submitting a written request to the municipality within twenty days of the preliminary determination's mailing. If a written request is submitted, the City Council shall hold a public hearing on the assessment reimbursement area. Notice of the hearing shall be provided to all affected property owners. Any rulings of the City Council are determinative and final, subject to judicial review.

Section 20. That there is adopted a new section 13.08.330 to chapter 13.08 SMC to read as follows:

13.08.330 Final Determination; Recording

The final determination of the assessment reimbursement area boundaries and assessments will be recorded in the Spokane County Auditor's office.

Section 21. That there is adopted a new section 13.08.340 to chapter 13.08 SMC to read as follows:

13.08.340 Reimbursement Area Charge Triggers

The Additional Connection Charges are triggered by any of the following actions:

- any development on a vacant site; or
- any new construction requiring a new connection to or extension of the water system; or

- redevelopment of a parcel(s) based on value of improvements as defined by the Spokane Municipal Code; or
- the installation of a new water meter for the property

Section 22. That there is adopted a new section 13.08.350 to chapter 13.08 SMC to read as follows:

13.08.350 Assessment Area Charge Process

Applications for connection to the water or sewer systems shall be made to the City of Spokane Development Services Center for that purpose, and the Public Works Department shall calculate the applicable additional Connection charge, including interest, at that time. The additional Connection Charges will be paid by the applicant at the same time the City collects the General Facility Charges for the parcel(s). A development consisting of multiple parcels and/or buildings will pay the additional connection charges for the entire Development with the first building's General Facility Charge. General Facility Charge credits not used towards the first connection will remain available towards any remaining connections planned as part of the Development.

Section 23. That there is adopted a new section 13.08.360 to chapter 13.08 SMC to read as follows:

13.08.360 Interest on Assessment Charges

Pursuant to RCW 35.92.025, interest charges may be applied from the date of construction of the water or sewer system until the connection, or for a period not to exceed ten years, at a rate commensurate with the rate of interest applicable to the city or town at the time of construction or major rehabilitation of the water or sewer system, or at the time of installation of the water or sewer lines to which the property owner is seeking to connect but not to exceed ten percent per year.

Section 24 Severability Clause. 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.

Section 25. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/5/2025

Clerk's File #

ORD C36646

Cross Ref #**Project #****Council Meeting Date:** 03/03/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

SPENCER 509-625-6097

Requisition #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

NO

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

0650 INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS

Agenda Wording

Interim zoning ordinance for height limits.

Summary (Background)

Establishing Chapter 17C.425 SMC, an interim zoning ordinance to eliminate height limits in downtown Spokane, with a goal of revitalizing the downtown area through new development. Also an adjustment to height limits in zones that have not been updated since height limits were raised in residential areas.

What impacts would the proposal have on historically excluded communities?

This proposal is intended to spur construction of housing and other development in the downtown area, which can create jobs and housing opportunities at various income levels. It also aims to revitalize downtown, a place where people of all backgrounds come to work, shop, take care of needs, and play.

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?

New building permits are tracked in the City permitting system.

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

New building permits are tracked in the City permitting system.

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

Many City plans and policies stress the importance of a strong and vibrant downtown.

Council Subcommittee Review

| | |
|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? N/A | |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| 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 | GARDNER, SPENCER |
| Division Director | GARDNER, SPENCER |
| Accounting Manager | ZOLLINGER, NICHOLAS |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
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| smacdonald@spokanecity.org | eking@spokanecity.org |
| amcdaniel@spokanecity.org | |
| | |
| | |

ORDINANCE NO. C36646

AN INTERIM ZONING ORDINANCE concerning permitting and encouraging construction projects in downtown Spokane; contributing to the revitalization of downtown Spokane; fixing inconsistencies in height limits between zones; adopting a new Chapter 17C.425 SMC, Interim Height Limits; setting a public hearing; and establishing a work program.

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate an estimated 6,000 additional housing units by 2037; and

WHEREAS, in adopting RES 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, RES 2021-0062 specifies new housing growth in Downtown and Centers and Corridors as the top priority for accommodating new housing within the City; and

WHEREAS, Strategy A4 from the City of Spokane Housing Action Plan recommends that the City “utilize more of the zoned capacity in existing high-density residential areas, such as the greater Downtown and other areas where higher densities are already allowed” to accommodate more housing and achieve the maximum density allowed; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City of Spokane Downtown Plan, adopted by ORD C36080 on July 26, 2021, directs the City to “reexamine the building height standards, incentives and floor to area ratio” in Downtown; and

WHEREAS, the City of Spokane will continue to study development potential and growth opportunities in Downtown Spokane, including the subjects of this ordinance, as part of the Periodic Update to the Comprehensive Plan, which is underway currently and will continue during the next year; and

WHEREAS, the ongoing Periodic Update to the Comprehensive Plan will include an Environmental Impact Statement that will evaluate growth scenarios that include promoting growth and development in Downtown; and

WHEREAS, on February 3, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 30-day, expedited notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, on February 7, 2025, notice of the proposed amendment was distributed to the City’s agency/interested party list; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on February 21, 2025 and the comment period ended on March 7, 2025; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the Spokesman-Review; and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, the City Council held a public hearing on this interim zoning ordinance on March 24, 2025; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to promote revitalization of and construction of new housing in downtown Spokane, and to fix inconsistencies in height limits between zones.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until September 24, 2025. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent

pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code and the Periodic Update of the City of Spokane Comprehensive Plan mandated under the State of Washington's Growth Management Act.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to new proposed development downtown.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. That there is adopted a new Chapter 17C.425 of the Spokane Municipal Code, titled Interim Height Limits, to read as follows:

Section 17C.425.010 Height Limit Exemption Area

Section 17C.425.020 City-Wide Height Limits

Chapter 17C.400

Interim Height Limits

Section 17C.425.010 Height Limit Exemption Area

A. Height Limit Exemption Area.

There is established a Height Limit Exemption Area with boundaries provided in Map 17C.425.010-1.

B. Applicability.

This section supersedes any conflicting provisions of SMC Title 17 and applies to properties wholly within the Height Limit Exemption Area.

C. Maximum Height Limit.

Notwithstanding other provisions of SMC Title 17, and except as provided within this section, there shall be no maximum height limit on properties for which this section is applicable.

D. Floor Area Ratio.

Notwithstanding other provisions of SMC Title 17, and except as provided within this section, there shall be no maximum floor area ratio on properties for which this section is applicable.

E. Tall Building Standards

1. The maximum floor area standards in SMC 17C.250.020(C) shall not apply within the Height Limit Exemption Area.
2. The maximum tower dimension standards in SMC 17C.250.020(D) shall not apply within the Height Limit Exemption Area.

F. Downtown West End Special Height District.

The height limits in the Downtown West End Special Height District in SMC 17C.124.220(D) shall remain as provided, except that the portions of Figure 17C.124.220-1 identified as numbers 4 and 6 shall not have a maximum building height.

G. Specific Height Designation Areas.

The requirements and limitations for Specific Height Designation Areas in SMC 17C.124.220(E) shall no longer apply within the Height Limit Exemption Area. There is no maximum height limit within such areas, regardless of the number listed adjacent to the zoning map symbol.

H. Standards Above the Seventh Above Ground Story

The Structure Standards Above the Seventh Above Ground Story in SMC 17C.124.220(F) shall no longer apply within the Height Limit Exemption Area.

I. Bonus heights (G)

Any requirements within SMC 17C.124.220(G) shall no longer apply within the Height Limit Exemption Area.

J. Special Height Overlay Districts Still Apply.

Nothing in this section shall modify height limits within the Special Height Overlay Districts in SMC 17C.170.

K. Jefferson Street & Spokane County Courthouse View Corridor Still Applies.

Nothing in this section shall modify the height limits imposed by SMC 17C.124.585 Jefferson Street & Spokane County Courthouse View Corridor.

L. Shoreline Regulations Still Apply.

Nothing in this section shall modify height limits within the Shoreline Regulations in SMC 17E.060.

Section 17C.425.020 City-Wide Height Limits

A. Applicability.

Except as exempted herein, the standards of this section apply to and shall supersede any conflicting standards within SMC Title 17.

B. Maximum Height Limit.

In the following zones, the maximum height limit shall be forty feet (40') unless otherwise designated on the Official Zoning Map by a dash and a height listed after the zone map symbol:

1. Office (O);
2. Office Retail (OR); and
3. Neighborhood Retail (NR).

C. Specific Height Designations.

In all cases where a specific height limit has been designated on the Official Zoning Map by a dash and a height listed after the zone map symbol (e.g., RHD-35 or OR-35), a designation of thirty-five feet (35') shall have a maximum height limit of forty feet (40').

D. Transitions.

Required height transitions within SMC Title 17 are not modified by this section, except that the required transition gradient shall account for heights established by this section.

E. Special Height Overlay Districts Still Apply.

Nothing in this section shall modify height limits within the Special Height Overlay Districts in SMC 17C.170.

- F. Jefferson Street & Spokane County Courthouse View Corridor Still Applies.

Nothing in this section shall modify the height limits imposed by SMC 17C.124.585 Jefferson Street & Spokane County Courthouse View Corridor.

- G. Shoreline Regulations Still Apply.

Nothing in this section shall modify height limits within the Shoreline Regulations in SMC 17E.060.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

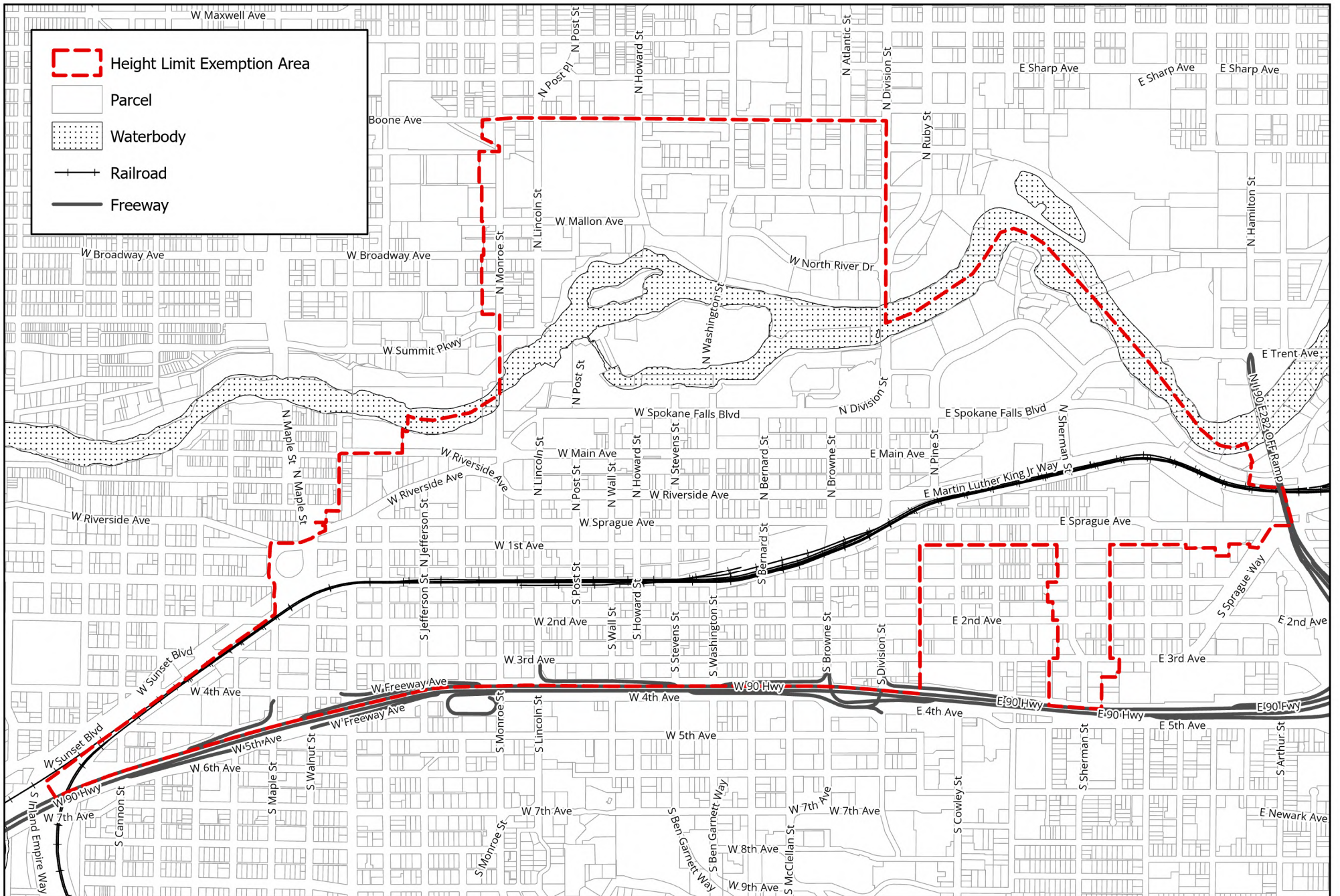
Assistant City Attorney

Mayor

Date

Effective Date

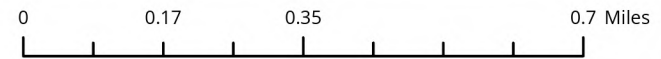
PURPOSE OF SUBSTITUTION: Revised dates in the ordinance recitals to reflect the expected adoption timeline, and removed height limitations on downtown properties with existing buildings with floor area ratio of 1 or more.



Map 17C.425.010-1 : Height Limit Exemption Area

Department of Planning & Economic Development

Draft Date: 02/05/2025





DOWNTOWN SPOKANE
PARTNERSHIP

March 3, 2025

Honorable City Council President & Council Members
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: Letter of Support: Interim Height Restriction Ordinance

Dear City Council President & Council Members,

On behalf of the Downtown Spokane Partnership (DSP) representing employers, small businesses, nonprofits, and residents in Spokane's urban core, I am writing to express our enthusiastic support for the interim zoning ordinance, especially the positive impacts it will have on the potential development along Spokane Falls Blvd.

The DSP has led efforts to amend height restrictions, aiming to encourage development along Spokane Falls Blvd. Currently, the underutilized surface lots are primarily used for parking, taking up space along one of the busiest streets in the downtown core. Given the site's proximity to Riverfront Park, the First Interstate Center for the Performing Arts, and numerous restaurants and shops, it holds significant potential. The area could benefit from additional housing and retail to better serve the community. Over the past decade, the unnecessary setback requirements to prevent shading on the park have been hindering housing/retail investments despite the research which demonstrates this concern would only impact park visitors a few days each year.

Incentivizing additional housing is a priority for our organization. Increased residents add to the vibrancy of the core and are natural deterrent to negative behaviors. Thanks to your investment, we are currently working on a downtown housing study that will be our blueprint to achieve our goal of an additional 1,000 residential units downtown. This housing will not be developed if we continue to place barriers, such as height restrictions, to impede its creation.

We look forward to sharing the results of our housing study this spring. Thank you for your consideration and approval of this ordinance that will only lead to development in our urban area.

Sincerely,

Emilie Cameron
President & CEO, Downtown Spokane Partnership

